MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 12, 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 Employee of the Month for September

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

   4.A Public Hearing - Second and Final Reading - Proposed Ordinance #23-17 - Establishment of a Police and Fire Impact Fee (to be continued to September 26, 2023)

   AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

   4.B Public Hearing - First Reading - Proposed Ordinance #23-13 - Amending Chapter 42, Traffic and Vehicles

   AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

   4.C Public Hearing - First Reading - Proposed Ordinance # 23-14 Amending the Purchase Order Requirements

   AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, AMENDING SECTION 2-810, PURCHASE ORDER AMOUNTS; REQUIREMENTS (B), INCREASING THE CITY MANAGER PURCHASE AMOUNT; REPEALING ALL ORDINANCE IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

   4.D Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance (Continued to September 26, 2023 for First Reading and October 3, 2023 for Second and Final Reading - Re-advertising)

   AN ORDINANCE AMENDING “THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE,” CODE OF ORDINANCES OF THE CITY OF

KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

5.A Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2023-2024

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 August 15, 2023 meeting

7.B Creation of Capital Asset Policy increasing capitalization threshold

7.C Authorization to accept gift cards from Papa John’s for members of the Police Department

7.D Budget Transfer for Rescue Rechassis for the Fire Department

7.E Reclassify Officer Training Expenses from General Fund into Other Police Fund

7.F Approval of a revised Guaranteed Maximum Price and transfer of funds from the Recreation Impact Fee Fund for Lancaster Ranch Park

7.G Authorization to extend and execute a contract with All City Management Services for School Crossing Guard management services throughout the City of Kissimmee for the 2023-2024 school year

7.H Interlocal Agreement Between the City of Kissimmee, Florida and the Knightsbridge Community Development District Regarding the Maintenance and Ownership of Golden Knight Boulevard

7.I Letter of Support and Approval of FY22 Recommendations for the Edward Byrne Memorial Justice Assistance Grant Countywide Projects

7.J Martin Street Forest - Final Plat (DRC# SR-22-0023)

7.K Ratification of Executive Order 2023-01 - City Manager Declaration of Local State of Emergency (Hurricane Idalia)

7.L Disposal of City Assets

7.M Approval of Parking Ticket Services Agreement between Data Ticket, Inc. and the City of Kissimmee

7.N Authorization to accept 2023-24 Victims of Crime Act Grant Funding

7.O Kissimmee Residential - John Young Parkway - Drainage Canal Easement Variance (DRC# VAR-23-0003)

7.P Approval to Carry Forward Project ST2109 to the FY 2022-2023 Budget

7.Q Approval of the subordination of utility interests for one additional parcel along the I-4 Corridor to the Florida Department of Transportation

7.R Renewal and Second Amendment to Extend Ground Lease for YMCA

7.S Resolution to revise the definition of the City of Kissimmee Series 2022 Bonds project

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A Approval of the design, construction and installation of a "Parking" sign on the Toho Square Parking Garage located at 92 Pleasant Street.

8.B Approval to accept changes to Downtown Kissimmee Commercial Property Improvement Program

8.C Approval to accept changes to Commercial Property Improvement Program

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.D University of Central Florida (UCF) Business Incubator Annual Update and Contract Renewal

8.E Advisory Board Vacancies: Parks and Recreation and Police Pension Advisory Board

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A
Employee of the Month for September

Request

That the City Commission join the City Manager in recognizing Eugenio Morales, Development Services, as September's Employee of the Month.

Explanation

The City is pleased to recognize Eugenio Morales as Employee of the Month for September. Eugenio is the Housing & Community Development Program Specialist for the Development Services Department and has been with the City for almost 5 years.

Eugenio works on the implementation of funded housing and community development projects. He is often the first contact City residents have when they inquire about these programs, and he is a calm and knowledgeable contact for them.

Recently, the City purchased Haven on Vine Apartments, which has some existing residents. For continuity of service to them, Eugenio has been working in the front office. This entails learning the hotel's operating systems, assisting staff as they service the facility, and generally acting as a liaison between the City and the residents. His past experiences have helped make him very successful with his tasks at Haven on Vine.

Eugenio says his life experiences have inspired him to want to improve the quality of life of others. This inspiration shows in his work, and it is deserving of the City's recognition.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

Public Hearing - Second and Final Reading - Proposed Ordinance #23-17 - Establishment of a Police and Fire Impact Fee (to be continued to September 26, 2023)

AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Staff requests that the Second and Final Reading of the Proposed Ordinance #23-17 for the establishment of a Police and Fire Impact Fee be continued to the September 26, 2023 Commission meeting pursuant to the Commission's motion at the August 15, 2023 City Commission meeting.

Explanation

The City retained Raftelis Financial Consultants, Inc. ("Raftelis") to develop police and fire impact fees. The City has not previously enacted police or fire impact fees, so a study is required under state law to implement one. Raftelis produced a 2023 Municipal Impact Fee Study ("Raftelis Study"), which recommended the implementation of police and fire impact fees as proposed.

The Raftelis Study projected that there will be a sizable increase in the city's population over the next decade. In order to maintain the City's existing level of police and fire services, the City will need to add additional police officers and firefighters over the next decade should those projections hold. To support the additional personnel necessary, additional capital costs will also be required to provide vehicles, equipment and facilities to support the additional police and fire personnel. These new fees would ensure that these capital costs are funded at levels necessary to support the additional personnel required to keep pace with population growth.

Maintaining the City's currently existing level of police and fire service is essential to and in the best interests of the public health, safety, and general welfare of the citizens of Kissimmee. This proposed police and fire impact fee ordinance will adopt the police and fire impact fees as recommended in the Raftelis Study. It will also help to ensure that new development pays a portion of the overall costs related to maintaining the existing level of police and fire service to accommodate such new development. Impact fees provide a reasonable and fair method of regulating new development to ensure a portion of capital costs for these necessary services are able to accommodate such new development. These fees are one-time fees that are collected at permit issuance for any new development that is anticipated to generate impacts on police and fire services.

Recommendation

Staff recommends that the Second and Final Reading of the Proposed Ordinance #23-17 for the Police and Fire Impact Fee be continued to the September 26, 2023 Commission meeting pursuant to the Commission's motion at the August 15, 2023 City Commission meeting.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):

1. Police and Fire Impact Fee Ordinance with Exhibit A
2. Proposed ORD 23-17 Advertisement - Police and Fire Impact Fees (Publication Date 08-10-2023)
3. Proposed ORD 23-17 - Police and Fire Impact Fees (Affidavit of Publication)

PROPOSED ORDINANCE NO. 23-17
ORDINANCE NO. _____

AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida (the "City") is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and may exercise its governmental, corporate, and proprietary powers for municipal purposes, including regulation in furtherance of the public health, safety, and welfare; and

WHEREAS, in Sec. 163.31801, Florida Statutes, the Florida Legislature finds that "impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth," and that "impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction;" and

WHEREAS, the City provides police, emergency medical and fire services ("police and fire services") within its boundaries; and

WHEREAS, the City has not previously enacted police or fire impact fees; and

WHEREAS, the City retained Raftelis Financial Consultants, Inc. ("Raftelis") to review and update the City's parks and recreational impact fee and to develop police and fire impact fees; and

WHEREAS, Raftelis prepared a "City of Kissimmee 2023 Municipal Impact Fee Study" dated May 24, 2023 (the "Raftelis Study"), Florida Statutes; and

WHEREAS, the City Commission of the City (the "Commission") finds that the Raftelis Study was based upon the most recent and localized data available as required by Sec. 163.31801(4)(a), Florida Statutes, and hereby approves, adopts, and incorporates into this ordinance the Raftelis Study as **Exhibit A** to this ordinance; and

WHEREAS, the Raftelis Study proposed that the City implement police and fire impact fees; and

WHEREAS, the Commission accepts the recommendations from the Raftelis Study to implement police and fire impact fees in the manner proposed in the Raftelis Study for the reasons provided below; and

WHEREAS, the City currently maintains a level of police service of 2.23 officers per the functional population of 1,000 people; and

WHEREAS, the Raftelis Study projects that the City's functional population will increase by 26,350 people through 2032, which represents a 37.39% increase in functional population; and

WHEREAS, the Raftelis Study finds that in order to maintain the City's existing level of police service, the City will need to add an additional 58.71 police officers through 2032; and

WHEREAS, the Raftelis Study finds that additional capital costs are required to provide vehicles and facilities to support the addition of 58.71 police officers through 2032; and

WHEREAS, the City currently maintains the highest fire suppression rating as determined by the Insurances Service Office (ISO) and strives to meet a level of fire service consistent with the National Fire Protection Association Standards; and

WHEREAS, the Commission finds the maintenance of the City's ISO fire suppression rating is crucial to keep property insurance costs affordable for property owners within the City; and

WHEREAS, the City maintains an advanced life support ambulance transport service with a targeted response time of less than 9 minutes and 30 seconds within the coverage area; and

WHEREAS, the City currently maintains a level of fire service consisting of a 9 minute 50 second targeted response time for the first unit and a 14 minute 50 second targeted response time for an Effective Response Force; and

WHEREAS, the Commission finds that additional fire facilities, vehicles and capital improvements are necessary to maintain the existing level of fire service through 2032 in light of the City's projected 37.39% increase in functional population from 2023 to 2032; and

WHEREAS, the Commission hereby finds that maintaining the City's currently existing level of police and fire service is essential to and in the best interests of the public health, safety, and general welfare of the citizens of the City; and

WHEREAS, the Commission, hereby finds that new development, whether commercial or residential, in the City requires additional police and fire capital costs to maintain the City's existing level of police and fire service; and

WHEREAS, the Commission hereby finds that new development should pay a portion of the overall costs related to maintaining the existing level of police and fire service to accommodate such new development; and

WHEREAS, the Commission hereby finds that it is the purpose of this ordinance to ensure the maintenance of the existing level of police and fire service throughout the City so that new development may occur in a manner consistent with the established level of service; and

WHEREAS, the Commission hereby finds that it is the purpose of this ordinance to require new development to bear a portion of the overall capital costs related to police and fire facilities, vehicles, and other capital expenditures made necessary by such new development; and

WHEREAS, the Commission hereby finds that impact fees provide a reasonable and fair method of regulating new development to ensure that such new development pays a portion of the capital costs of police and fire services necessary to accommodate such new development; and

WHEREAS, the Commission hereby finds that (1) the provision of police and fire facilities, vehicles, and capital improvements are an important government good or service, (2) that all new development creates an impact upon the cost of providing police and fire services, and that (3) the cost of providing police and fire services varies depending on the type of development; and

WHEREAS, for residential development, the costs of police and fire services vary depending upon whether the type of residential development is a multi-family residential dwelling unit or a single family dwelling, including a manufactured or mobile home and a dwelling unit within a duplex, townhouse, or triplex; and

WHEREAS, for commercial development, the costs of police and fire services vary depending upon whether the use of commercial development is industrial, institutional, office, recreational, or retail or whether the commercial development contains or consists of an institutional care facility or a hotel; and

WHEREAS, the Commission hereby finds that the additional impact imposed by new development upon the capital costs of providing police and fire services occurs at the time that the new development actually occurs; and

WHEREAS, the intent of the Commission is that impact fees imposed pursuant to this ordinance be used to pay only for the capital costs associated with the provision of additional police and fire services required by new development in the City and recoupment of the portion of previous and planned police and fire capital expenditures that will serve new development in the City; and

WHEREAS, the Commission hereby finds, based on the Raftelis Study, that a reasonable relationship, or rational nexus, exists between the need for additional police and fire facilities, vehicles, and capital improvements and the growth in population generated by new development; and

WHEREAS, the Commission hereby finds, based on the Raftelis Study, that a reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and the benefits of maintaining the existing levels of police and fire service to new development; and

WHEREAS, the Commission finds a reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and certain existing police and fire facilities, vehicles, and capital improvements identified in the Study to the increased impact generated by new development; and

WHEREAS, Sec. 163.31801(11), Florida Statutes, allows a municipality to provide an exception or waiver for impact fees for the development or construction of affordable housing; and

WHEREAS, the Commission seeks to avoid any adverse effects of affordable housing by providing for such a wavier.

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

SECTION 1. Chapter 9, Building and Building Regulations, Article X, Police and Fire Impact Fees, of the Code of Ordinances of the City of Kissimmee, Florida is hereby adopted and shall read as follows:

Sec. 9-585. Title, authority and applicability.

This article shall be known and may be cited as the Kissimmee Police and Fire Impact Fee Ordinance. The provisions of this article shall apply to all land development in the incorporated areas of the city, unless otherwise provided hereinafter. This article and the obligations herein for

payment of police and fire impact fees shall apply to all development projects that apply for a building permit or a certificate of occupancy, unless otherwise provided hereinafter.

Sec. 9-586. Findings.

To ensure provision of adequate police, emergency medical and fire services for the residents and property owners of the city, it is determined to be to the benefit of all residents and property owners of the City for there to be a police and fire impact fee to assist in supplying additional police and fire facilities, vehicles, and capital improvements necessary to remain concurrent with growth. The City Commission specifically finds that:

(1) The City Commission has reviewed and considered the 2023 Municipal Impact Fee Study (hereinafter "Study") conducted Raftelis Financial Consultants, dated May 24, 2023 and hereby adopts and incorporates by reference its facts, findings and conclusions as the basis for this article. A copy of the report is in the office of the City Clerk.

(2) The Study is based on the most recent and localized data.

(3) The City has the responsibility to provide police, emergency medical and fire services, which benefit residents and property owners of the city.

(4) The fire department of the City provides both emergency medical and fire services; as a result, any reference to fire services, facilities, vehicles, impact fee or capital improvements, expenditures, or costs in this article is inclusive of both functions, emergency medical and fire.

(5) Development necessitated by the residential and commercial growth contemplated in the Study will require additional police and fire facilities, vehicles, and capital improvements.

(6) Future growth should contribute its fair share to the costs of the additional police and fire facilities, vehicles, and capital improvements necessary to accommodate the demand of such growth.

(7) The imposition of a police and fire impact fee is to provide a source of revenue to partially fund the costs of the additional police and fire facilities, vehicles, and capital improvements necessary to accommodate the demand of such growth.

(8) The purpose of this article is to regulate the development of land within the City by requiring payment of police and fire impact fees by residential and commercial development and to provide for additional police and fire facilities, vehicles, and capital improvements, which are required to accommodate growth. This article is not to be construed to permit the collection of police and fire impact fees in excess of the amount reasonably anticipated to offset the demand on police and fire services generated by residential and commercial development.

(9) A reasonable relationship, or rational nexus, exists between the need for additional police and fire facilities, vehicles, and capital improvements and the growth in the functional population of the City generated by new residential and commercial development.

(10) A reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and the benefits of the quality of police and fire services accruing to new residential and commercial development.

(11) A reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and certain existing police and fire facilities, vehicles, and capital improvements and planned police and fire capital expenditures identified in the Study to the increased impact generated by new residential and commercial development.

(12) Proposed residential and commercial development is presumed to have the maximum incremental impact on the City's police and fire services as such impact is determined by the Study.

(13) The cost of providing police and fire services varies depending on the type of development. For residential development, police and fire services costs vary depending upon whether the type of residential development is a multi-family residential dwelling unit or a single family dwelling, including a manufactured or mobile home and a dwelling unit within a duplex, townhouse, or triplex. For commercial development, police and fire services costs vary depending upon whether the use of commercial development is industrial, institutional, office, recreational, or retail or whether the commercial development contains or consists of an institutional care facility or a hotel.

Sec. 9-587. Impact fee imposed.

(a) The terms used in this section are defined in Part III, Land Development Code, Chapter 14-2 of this code.

(b) *Police Impact Fee.*

(1) *Residential.* Unless Section 9-588 applies, there is hereby imposed for each dwelling unit constructed within the city, a police impact fee as follows:

a. Single family dwelling, manufactured home, mobile home, duplex, townhouse or triplex: $489.00

b. Multi-family residential: $416.00.

c. For mixed-use developments, an impact fee shall be imposed for each separate residential use within the mixed-use development.

(2) *Non-residential.* Unless Section 9-588 applies, there is hereby imposed for non-residential development constructed within the city, a police impact fee as follows:

a. Industrial including light, medium, and heavy manufacturing, self-service storage facilities, and warehouses: $.088 per square foot of gross floor area.

b. Institutional including private schools, civic buildings, excluding those for public use, establishments primarily engaged in providing medical or other health related services, and child care facilities: $.254 per square foot of gross floor area.

c. Office excluding establishments primarily engaged in providing medical and other health related services and including business and communications service establishments: $.202 per square foot of gross floor area.

d. Recreation including indoor, active, and outdoor recreational facilities but excluding any recreational property for public use: $.252 per square foot of recreation space.

e. Retail including retail sales and personal service establishments: $.463 per square foot of gross floor area.

f. Institutional care facility: $153.00 per bed.

g. Hotel, motel, and bed and breakfast facility: $166.00 per room.

h. If a commercial development contains two or more of the uses described herein, then the impact fee shall be the sum of the impact fee due for each individual use.

(c) *Fire Impact Fee.*

(1) *Residential.* Unless Section 9-588 applies, there is hereby imposed for each dwelling unit constructed within the city, a fire impact fee as follows:

a. Single family dwelling, manufactured home, mobile home, duplex, townhouse or triplex: $529.00

b. Multi-family residential: $451.00.

c. For mixed-use developments, an impact fee shall be imposed for each separate residential use within the mixed-use development.

(2) *Non-residential.* Unless Section 9-588 applies, there is hereby imposed for non-residential development constructed within the city, a fire impact fee as follows:

a. Industrial including light, medium, and heavy manufacturing, self-service storage facilities, and warehouses: $.096 per square foot of gross floor area.

b. Institutional including private schools, civic buildings, excluding government civic buildings, establishments primarily engaged in providing medical or other health related services, and child care facilities: $.276 per square foot of gross floor area.

c. Office excluding establishments primarily engaged in providing medical and other health related services and including business and communications service establishments: $.219 per square foot of gross floor area.

d. Recreation including indoor, active, and outdoor recreational facilities but excluding any recreational property for public use: $.273 per square foot of recreation space.

e. Retail including retail sales and personal service establishments: $.502 per square foot of gross floor area.

f. Institutional care facility: $166.00 per bed.

g. Hotel, motel, and bed and breakfast facility: $179.00 per room.

h. If a commercial development contains two or more of the uses described herein, then the impact fee shall be the sum of the impact fee due for each individual use.

(d) *Comparable uses.* In the event the land use for which the building permit is sought is not specified in this section, the impact fee assessed shall be the fee applicable to the most nearly comparable type of land use listed in this section. The impact fee applicable for the most nearly comparable type of land use may be adjusted to a fee that accurately reflects the impacts of such development on the police and fire services. The director of the development services department shall make the determination of the comparable land use and any appropriate adjustment.

Sec. 9-588. Alternate impact fee calculation.

In the event an applicant believes that the impact to the police or fire service necessitated by its development project is less than assumed under the applicable impact fee category adopted in section 9-587, such applicant may, prior to issuance of a building permit for the development project, file with the City Manager or his designee an alternative impact fee study that seeks to establish an alternative fee using the methodology contained in the Study adopted by the Commission. The City Manager shall review the alternative calculations of the fee and make a determination within 30 days of receipt from the applicant as to whether such calculation complies with the requirements of this article. Failure to render a decision within 30 days shall be deemed a denial.

Sec. 9-589. Credits.

Credit against the police and fire impact fee is available as follows:

(a) *Demolition, relocation, or cessation of use.* Persons or entities responsible for the demolition, relocation, or cessation of residential or non-residential property for which a police and fire impact fee was imposed pursuant to section 9-587 are entitled to a credit against their subsequent police and fire impact fee liability, but the credit must be used within 10 years of issuance and a written request for the credit must be delivered to the Development Services Director within three years of the demolition, relocation, or cessation of use. Credit shall be issued in writing by the Development Services Director and shall be valued at the present police and fire impact fee rate for the type of residential or type and size of non-residential property that was subject to demolition, relocation, or cessation of use at the time the credit is used. Credit may be transferred to successors in interest to the land where the demolition, relocation, or abandonment occurred, but may not be transferred for use on other property.

(b) *Developer improvements*. Applicants are entitled to credit against their police or fire impact fee liability in an amount equal to the value of police or fire facilities or improvements contributed to the city, provided that:

(1) The police or fire facility or improvement is required by the city's Land Development Code or the police or fire facility or improvement is identified in the Study and provided voluntarily by the applicant; and

(2) The proposed police or fire facility or improvement is reviewed and accepted by the Development Services Director; and

(3) The police or fire facility or improvement is made directly by the applicant; and

(4) The City and the applicant enter into a police or fire impact fee credit agreement setting forth the terms and conditions of the credit, including but not limited to, the valuation of the contributed police or fire facility or improvement, the assignability of credits, the timing of contributions, and the expiration of credits. Agreements entered into pursuant to this paragraph must be approved by the City Manager before any police or fire facility or improvement is contributed to the City. The agreement may provide for execution by mortgagees, lienholders, or contract purchasers in addition to the applicant, and may permit any party to record the agreement in the official records of Osceola County. The City Manager may approve an agreement pursuant to this subsection only if they find that the agreement will fairly apportion the costs associated with providing a new police or fire facility or improvement consistent with Florida law relating to impact fees. Recognizing the extraordinary staff time involved with reviewing a proposed credit agreement, City Manager, through written policy, may establish an appropriate fee for the submission of credit proposals pursuant to this subsection of this code.

(c) *Donations of land.* The City Manager may in their sole discretion accept a police or fire impact fee credit agreement, which complies with section 9-589(b)(4) of this code for the donation of land in exchange for a police or fire impact fee credit. Any land donated to the City in exchange for a police or fire impact fee credit must be acceptable to the City in terms of suitable size, soil type, topography, dimensions, location, accessibility and general character, type and specification. Such lands deemed acceptable to the City Manager shall be conveyed to the City, fee simple absolute, free and clear of encumbrances. The City Manager may approve an agreement pursuant to subsection only if they find that the agreement will fairly apportion the costs associated with providing a new police or fire facility or improvement consistent with Florida law relating to impact fees.

Sec. 9-590. Waivers.

The requirements of this article may be waived, in whole or in part, at the sole option of the City Manager or their designee for affordable housing that meets or exceeds the definition in sec. 420.9071, Florida Statues. The decision to grant a waiver and the value of that waiver will depend upon the level and duration of such affordability.

Sec. 9-591. Payment.

(a) Except as otherwise provided in this article, prior to the issuance of a building permit for a residential or commercial development project, an applicant shall pay the police and fire

impact fees, as applicable. The applicable impact fee shall be paid directly to the City Manager or his designee.

(b) The obligation for payment of the impact fee shall run with the land.

(c) The payment of the impact fee shall be in addition to any other fees, charges or assessments of the City due upon the issuance of a building permit.

Sec. 9-592. Legal means of enforcement.

Notwithstanding any other provision of this article, the city may enforce through any available legal means, including any appropriate action in the circuit court in and for Osceola County, Florida, its rights under this article against any person or entity subject to pay any impact fee hereunder, including but not limited to an action for injunctive relief in the event a building permit is issued without the payment of the proper impact fee, or an action for damages for the collection of impact fees due and payable.

Sec. 9-593. Refund of fees paid.

(a) Any funds not expended or encumbered by the end of the calendar quarter immediately following ten years from the date the impact fee was paid, shall, upon written application of the fee payer submitted to the City within 180 days of notification as hereafter provided, be returned to the fee payer with no interest. Failure to submit a timely written application shall result in remittance of the fees paid to the police and fire fee trust fund and the fee payer's claim shall be barred.

(b) The petition for refund shall be submitted to the City Manager and shall contain:

(1) A notarized sworn statement that the petitioner is the current owner of the property on behalf of which the impact fee was paid.

(2) A copy of the dated receipt issued for payment of such fee or such other record as would indicate payment of such fee.

(3) A certified copy of the latest recorded deed.

(4) A copy of the most recent ad valorem tax bill.

(c) Within three months from the date of receipt of a petition for refund, the City Manager will advise the owner of the status of the impact fee requested for refund, and if such impact fee has not been spent or encumbered within the applicable time period, then it shall be returned to the petitioner. The City may retain up to three percent of the impact fee, based on the City’s actual costs, to offset the costs of administering the refund. For the purposes of this article, fees collected shall be deemed to be spent or encumbered on the basis of the first fee in, shall be the first fee out.

(d) All impact fees paid for a building permit which subsequently expires or is otherwise invalidated prior to completion of the permitted land development activity shall be nonrefundable subject to the appeal provisions in section 9-595.

Sec. 9-594. Use of impact fee proceeds.

(a) The Commission hereby establishes one separate trust account for the police impact fees and one separate trust account for the fire impact fees. These accounts shall be maintained separate and apart from all other accounts of the City, to ensure that all impact fee collections and expenditures are properly deposited, accounted for, reported, and appropriated in accordance with this article and any other applicable legal requirements.

(b) All impact fees shall be deposited into these trust accounts immediately upon receipt. Interest accruing thereto shall be deposited into these accounts.

(c) Except as provided by subsection (g), the monies deposited into these impact fee trust accounts shall be used solely for fixed capital expenditures or fixed capital outlay, excluding the cost of repairs and maintenance, associated with the construction, reconstruction or improvement of police and fire facilities including land acquisition, land improvement, design, engineering, and permitting costs, and other related construction costs required to bring the police or fire facility into service that benefit new users and have a life expectancy of at least 5 years; or for capital expenditures or fixed capital outlay for police, emergency medical service and fire vehicles; and other capital improvements that benefit new users and have a life expectancy of at least 5 years.

(d) The monies deposited into the impact fee trust accounts shall not be used for any expenditure that would be classified as a maintenance or repair expense.

(e) Any monies on deposit which are not immediately necessary for expenditure may be invested by the City. All income derived from such investments shall be deposited in the impact fee trust accounts and used as provided herein.

(f) Each fiscal year the City Manager shall present to the City Commission, a proposed capital improvement program, which shall assign funds, including any accrued interest, from the impact fee trust funds, to specific police and fire improvement projects and related expenses. Monies, including any accrued interest, not assigned to any fiscal year, shall be retained in the impact fee trust funds until the next fiscal year, except as provided by section 9-593.

(g) The City may retain up to three percent of all impact fees received, based on its actual costs, as an administrative fee to defray the costs of administering the impact fees.

Sec. 9-595. Review hearings.

(a) An applicant or owner who is required to pay an impact fee shall have the right to request a review hearing.

(b) Such hearing shall be limited to the review of the following:

(1) The application or calculation of the impact fee; and

(2) The rejection of the alternative impact fee calculation.

(c) Such hearing shall be requested by the applicant or owner within 30 days of the date of first receipt of the following:

(1) Notice that the impact fee is due; or

(2) Negative determination on a proposed alternative impact fee calculation under section 9-588.

(3) Failure to request a hearing within the time provided shall be deemed a waiver of such right.

(d) The request for hearing shall be filed with the City Manager and shall contain the following:

(1) The name and address of the applicant or owner;

(2) The legal description of the property in question;

(3) If issued, the date the building permit and certificate of occupancy were issued;

(4) A description of the nature of the construction being undertaken;

(5) If paid, the date the impact fee was paid; and

(6) A statement of the reasons why the applicant or owner is requesting the hearing.

(e) Upon receipt of such request, the City Manager shall schedule a hearing before the Commission at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the applicant and owner written notice of the time and place of the hearing. Such hearing shall be held within 60 days of the date the request for hearing was filed.

(f) Such hearing shall be before the Commission and shall be conducted in manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence.

(g) Any applicant or owner who requests a hearing pursuant to this section and desires the immediate issuance of a building permit, or if a building permit has been issued without the payment of the impact fee, shall, prior to or at the time the request for hearing is filed, pay the applicable impact fee. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any review rights.

(h) An applicant or owner may request a hearing under this section without paying the applicable impact fee, but no building permit shall be issued until such impact fee is paid in the amount initially calculated or the amount approved upon completion of the review provided in this section.

(i) The decision of the City Commission shall be final.

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

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

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

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

SECTION 6. This ordinance shall take effect ninety (90) days after its passage and apply to building permit applications submitted to the City after the effective date of this ordinance and to building permit applications submitted to the City prior to the effective date of this ordinance if the applicant has not paid the building permit application fee prior to the effective date of this ordinance.

BE IT ORDAINED, by the City Commission of the City of Kissimmee this _____ day of _____, 2023.

_____
Olga Gonzalez, Mayor-Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

EXHIBIT A
2023 MUNICIPAL IMPACT FEE STUDY

City of
Kissimmee

2023 Municipal Impact Fee Study

May 24, 2023 – Final

RAFTELIS

CITY OF KISSIMMEE 1883

RAFTELIS

May 24, 2023

Mr. Steve Lackey
Director of Parks & Recreation
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Subject: 2023 Municipal Impact Fee Study

Dear Mr. Lackey,

Enclosed is the 2023 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report provides for the update of the parks and recreation impact fees as well as the calculations for new impact fees for police and fire services. This report will serve as the "demonstrated needs study" as outlined in F.S. 163.31801 for the purpose of providing justification for implementing impact fee increases pursuant to "extraordinary circumstances". If you should have any questions, please do not hesitate to contact me. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.

Joe Williams
Senior Manager

Tristen Townsend
Associate Consultant

341 N. Maitland Ave, Suite 300
Maitland, FL 32751
www.raftelis.com

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Executive Summary

Introduction

The City of Kissimmee (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's recreation impact fees. Additionally, the City requested that Raftelis develop police and fire impact fees for consideration since these are not currently charged, but are a common funding source used by municipalities for funding infrastructure expansion and investments so these departments can continue providing a high level of service as new development provides for increased demands. Impact fees are important sources of revenue for municipalities to fund infrastructure investments related to serving growth. Growth in the City is anticipated to be considerable over the next 10-years with estimates supporting over 11,000 new residential units and population increasing by over 30,000. The impact fee calculations are based on the costs to provide the necessary infrastructure, to address demands related to growth, unique to each service provided by the City. The impact fees calculated in this study have considered Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable.

The City is expected to experience a considerable amount of growth and development over the next ten years. Therefore, it is important the City establish appropriate impact fees to maintain a high level of service for the various services offered. With expansion helping fund the infrastructure related to the services provided, it will allow the City to expand and keep up with new growth.

The report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee calculation. The following tables summarize the City's existing residential municipal impact fees compared to the fully calculated impact fees based on the analysis in this report:

Table ES 1: Existing and Calculated Single Family Residential Impact Fees

Description	Existing	Calculated Fee	Difference	% Difference
Police	$0.00	$489.00	$489.00	N/A
Fire	0.00	529.00	529.00	N/A
Parks and Recreation	1,200.00	2,410.00	1,210.00	100.83%
Total	$1,200.00	$3,428.00	$2,228.00	185.67%

Table ES 2: Proposed Police Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$489.00
Multi-Family (4+ Units)	Per Dwelling Unit	416.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.088
Hotel	Per Room	166.00
Recreational	Per Sq. Ft	0.252
Institutional	Per Sq. Ft	0.254
Office Building	Per Sq. Ft	0.202
Retail	Per Sq. Ft	0.463
ALF	Per Bed	153.00

Table ES 3: Proposed Fire Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$529.00
Multi-Family (4+ Units)	Per Dwelling Unit	451.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.096
Hotel	Per Room	179.00
Recreational	Per Sq. Ft	0.273
Institutional	Per Sq. Ft	0.276
Office Building	Per Sq. Ft	0.219
Retail	Per Sq. Ft	0.502
ALF	Per Bed	166.00

Table ES 4: Proposed Parks & Recreation Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$2,410.00
Multi-Family (4+ Units)	Per Dwelling Unit	2,048.00

Recent updates to the Florida Impact Fee Act (F.S. 163.31801 section (6)) provide limitations on increasing impact fees, outside of extraordinary circumstances, to a maximum of 50%. If the existing impact fee is increasing it should be phased in over a two or four year period, based on the level of increase. However, F.S. 163.31801 also has a provision for extraordinary circumstances. Our reading of the Florida Impact Fee Act indicates that when adopting new fees, as is the case for the City's police and fire impact fees, the phase in limitations do not apply. The City should consult with their legal counsel on this matter.

For the parks and recreation impact fees that are calculated to increase above the 50% threshold, this study demonstrates the extraordinary circumstances including recent large inflationary cost increases plus significant additional capital improvements required to serve growth, as there will be increased demand on the City's services for Parks & Recreation. These significant and extraordinary capital needs justify having the fully calculated fees implemented. If the City does not charge the fully calculated fees, growth will not fully pay its fair share of the project costs and existing residents will pick up the burden. Additional tables and discussion, including of extraordinary circumstances as applicable are provided in each section of this report. This study will serve as the "demonstrated needs study" for the City's justification of extraordinary circumstances, pursuant to requirements of F.S. 163.31801.

For affordable housing developments, the City is able to provide an exception for impact fees if deemed appropriate, per F.S. 163.31801 (11) and the City would not be required to use any revenues to offset the impact.

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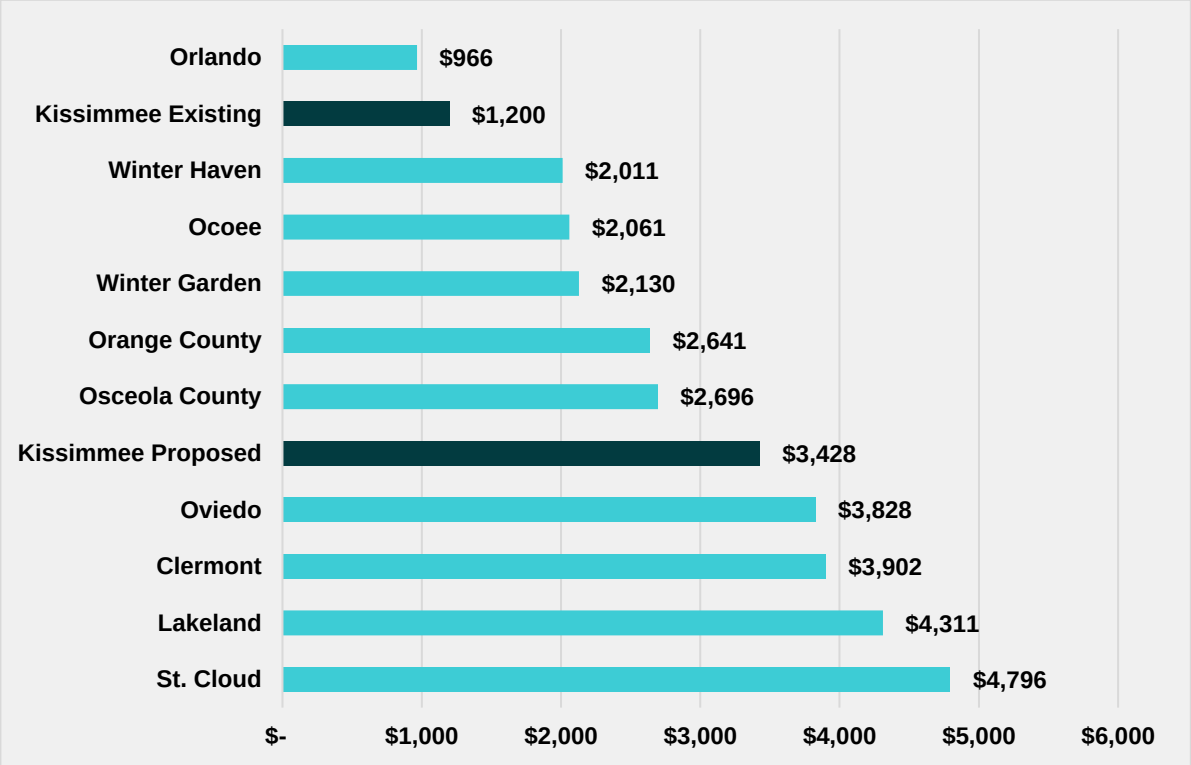
A comparison of the City's existing and fully calculated fees with other municipalities are shown below for informational purposes:

Figure 1: Single Family Police, Fire, and Parks Impact Fee Comparison



Note: The City of Orlando does not impose impact fees for fire or police services. Osceola County does not impose impact fees for police services.

As shown above, the City's calculated fees based on the most recent data are comparable to impact fees charged by other nearby municipalities.

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Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law. The impact fees must be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.

2. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally to maintain the calculations herein in the correct proportions. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources, largely derived from existing residents and businesses, to meet the demands of growth.

3. Should the City move forward with adopting the fees as proposed, with new land uses, and for the parks & recreation fee amounts that will exceed the 50% increase limitations outlined in F.S. 163.31801, all requirements of the Statute should be met including holding two publicly noticed workshops dedicated to discussing the extraordinary needs.

4. In compliance with Florida Statutes the City should continue to collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees on those facilities designated for each purpose.

5. The City should re-evaluate its municipal impact fees no later than 2028 to maintain compliance with state statutes and since statutes now limit impact fee increases to no more than every four years.

6. The City should provide 90 days notice prior to the implementation of new or increased fees levels pursuant to the requirements outlined in F.S. 163.31801.

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Section 1 – Introduction

Introduction

The City of Kissimmee (the "City") is located in Osceola County, to the south of Orlando, and has a total area of approximately 22.2 square miles. The City provides a full range of municipal services including police services, fire services, and recreation activities. According to the University of Florida, Bureau of Economic & Business Research (BEBR), the City's population is estimated at 82,005 as of 2022. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. Discussions with City staff and review of permit information for 2022 suggest the City is expecting a considerable amount of growth from 2023 through 2032 (Forecast Period). For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032. This level of growth represents an increase of over 30,000 residents and 11,000 dwelling units, which is nearly a 40% increase in population over the Forecast Period.

Impact Fee Background

Impact fees are one-time charges established as a means to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, recent changes to Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statutes, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Appendix A at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;

2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;

3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and

4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Summary of Report

In addition to Section 1, this report has been subdivided into four other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.

Section 3 – Police Services Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 – Parks and Recreation Impact Fee. This section discusses the development of the proposed impact fee for the capital requirements associated with providing parks and recreation facilities, the methodology for the proposed fees, assumptions and other factors associated with the fee determination. Parks and recreation impact fees apply only to residential development.

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Section 2 – Service Area and Functional Population

General

This section provides a general discussion of the current service area, population, and functional population factors.

Population and Development Forecast

As mentioned in Section 1, using 2022 BEBR population estimates, the 2022 population is estimated to be 82,005. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032.

Current 2022 property data was obtained from the Osceola County Property Appraiser, which provides details on the number of parcels, units, and square feet by land-use within City limits. In total, the data indicated there are 29,796 residential dwelling units (including single family, multi-family, and manufactured homes) developed in the City along with 14,404,970 square feet (SF) of non-residential building space. Based on the 29,796 residential dwelling units and the 2022 population estimate of 82,005, there are on average 2.75 persons per residential dwelling unit.

To determine a potential difference in functional population for single family versus multi-family units, certain data from the US Census was obtained. Table B25024 (provides the number of units by type of dwelling – single family versus multi-family) and Table B25033 (provides the population by number of units by type of dwelling) were summarized to determine the estimated persons per household in the City. These tables are estimates and based on the American Community Survey (ACS) 5-year estimates for 2020. Based on the data from these two tables, as demonstrated on the table below, it was determined that on average multi-family units had a ratio of 85%.

Table 1: Single Family and Multi-family Persons per Household

Classification	Units in Structure	Dwelling Units [1]	Population [2]	Persons Per Household [3]	% of Single Family [4]
Single Family	1, detached or attached	15,561	41,183		
	2 to 4	3,118	7,305		
	Mobile Home	1,140	3,060		
	Subtotal	19,819	51,548	2.60	
Multi-Family	5 or more	9,049	20,176		
	Subtotal	9,049	20,176	2.23	85%

[1] From ACS Table B25024, estimates for 2020.
[2] From ACS Table B25033, estimates for 2020.
[3] Persons per household calculation for 2020 estimates. Primarily used to develop the ratio of multi-family to single family.
[4] Multi-family persons per household 2.23 divided by Single Family persons per household 2.60 and rounded down to 85%.

The data obtained from the US Census, as demonstrated on Table 1 above, was only relied on to determine the ratio of persons per unit between the single family and multi-family categories. The current 2022 population data and unit data, as previously discussed is relied upon as being the most current and accurate data sets. After applying the 85% multi-family factor to the current 2022 data the persons per household figures are calculated to be 2.93 persons per single family unit and 2.49 persons per multi-family unit.

Functional Population Parameters

A goal of the impact fee study is to assign the costs associated with each service provided to new development or re-development requiring an increased level of services on an equivalent unit basis. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data. This study uses a method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data and is commonly referred to as "functional population". The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential, a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average household size throughout the City of 2.75 persons equates to a 1.65 functional population per residential unit. Table 2 summarizes the existing single family and multi-family functional population based on these criteria:

Table 2: Residential Functional Population

Housing Type	2022 Population [1]	2022 Households [2]	Average Household Size	Occupancy Factor [3]	Functional Population/ Unit	2022 Functional Population
		(a)	*(b)*	*(c)*	*(b) x (c) = (d)*	*(a) x (d)*
Single Family, Duplex, & Triplex	51,613	17,602	2.93	60.0%	1.76	30,980
Multi-Family (4+ Units)	30,392	12,194	2.49	60.0%	1.50	18,291
Total	82,005	29,796	2.75		1.65	49,271

[1] Population data estimated using the 2022 BEBR population estimates.
[2] Households obtained from property data obtained from Osceola County Property Appraiser in September 2022.
[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2017 National Household Travel Survey (U.S. Department of Transportation). Table 3 summarizes this process below:

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Table 3: Non-Residential Functional Population

Land Use	Bldg. SF	Functional Population Coefficient [1]	2022 Functional Population [2]
	(a)	*(b)*	*(a) x (b) ÷ 1000*
Industrial/Warehousing	2,249,288	0.43	972
Hotel	604,094	0.81	1,479
Recreational	153,160	1.23	188
Institutional	3,648,446	1.24	4,523
Office Building	2,687,528	0.98	2,646
Retail	4,923,358	2.26	11,110
Assisted Living Facility	139,096	0.75	280
Total	14,404,970		21,198

[1] Coefficients provided on Exhibit 1.
[2] Amounts rounded.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. As shown in Table 2, there were 29,796 residential units in the City in 2022. Following discussions with City staff, as well as comparing with the next five years of planned development in the City, the compound annual growth rate of 3.23% based on BEBR population estimates between 2017 – 2022 was used to forecast residential growth. Assuming consistent growth over ten years, this would result in an additional 11,144 residential units by 2032. For forecasting purposes and appropriate allocation of certain major infrastructure improvements, it is assumed an additional 11,144 new residential units will be constructed between 2033 and 2042 (the 2nd 10-year period). The table below summarizes the expected residential growth in the City by year 2032, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 4: Residential Functional Population Growth

Housing Type	2022 Functional Population	Functional Population/Unit	2032 Households	2032 Functional Population
Residential	49,276	1.65	40,940	67,706

As shown below, the 2022 non-residential functional population is 21,198 and is forecast to grow by 7,923 to 29,121 by 2032. The projected 2032 building square feet amount is based on applying the existing ratio of non-residential to residential square feet of 0.342 to the estimated residential square feet over the Forecast Period.

Table 5: Non-Residential Functional Population Growth

Year	Building Square Feet	Functional Population
2022	14,404,970	21,198
2032	19,788,870	29,121

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The following summarizes the existing and projected functional population:

Table 6: Summary of Functional Population

Land Use	2022 Functional Population	2032 Functional Population	Percent in 2032
Residential	49,271	67,698	69.9%
Non-Residential	21,198	29,121	30.1%
Total	70,469	96,819	100.0%

The trip rates and other assumptions used from ITE and the National Household Travel Survey are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2019 Inflow/Outflow Report from the US Census that is specific to the City, the most current version available at the time of this analysis. The Census Inflow/Outflow Analysis report shows how many residents work inside and outside of the city daily, as well as how many non-residents work inside the city. While the data lags slightly in updates, it is representative of the traffic patterns and is a reliable source for the purposes of this cost apportionment.

According to the Inflow/Outflow Report, there are 35,057 residents from the City in the work force. Of those, 2,628 work within the City and the other 32,429 work outside of the City. Using the 2019 population of 74,800, it can be assumed that 39,743 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 1,285,658 residential hours (hours spent at home).

Table 7: Functional Population Weighting Residential Hours

Description	Population	Hours Spent at Home	Residential Hours
	(a)	*(b)*	*(c) = (a) x (b)*
2019 Population [1]	74,800		
Residential			
Residents Not Working [2]	39,743	20.0	794,860
Residential Work Force			
Works Inside City [3]	2,628	14.0	36,792
Works Outside City [3]	32,429	14.0	454,006
Total Residential Hours			1,285,658
Residential Share of Person Hours			75.9%
Non-Residential			
Residents Not Working [2]	39,743	4.0	158,972
Jobs Located in City			
Residents Working in City [3]	2,628	10.0	26,280
Non-resident Workers (inflow commuters) [3]	22,377	10.0	223,770
Total Non-Resident Hours			409,022
Non-Residential Share of Person Hours			24.1%
Total Daily Hours Within the City			1,694,680

[1] Population estimate based on BEBR.
[2] Amount derived from subtracting the Residential Work Force from the 2019 Population
[3] Amount comes from US Census 2019 Inflow/Outflow Count of All Jobs Report

As shown on the table above, Residential Hours account for 75.9% (1,285,658 / 1,694,680) of total daily hours spent within the City and Non-residential accounts for 24.1% (409,011 / 1,694,680). These percentages are used to allocate the capital costs for police and fire impact fee calculations.

Below is a list of the non-residential land uses:

- Industrial/Manufacturing – Generally includes Light Industrial, Heavy Industrial, Manufacturing, Mini-warehousing, and Industrial Parks.

- Hotel – A place of lodging that provides sleeping accommodation. Includes suites hotel, motel, resort hotels, etc.

- Recreational – Generally includes cultural organization facilities, camps, clubs, lodges, union halls, tourist attractions, and exhibits.

- Institutional – Generally includes schools, daycares, religious facilities, medical clinics, medical office buildings, and hospitals.

- Office Building – This land use consists of various types of office building.

- Retail – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, auto repair shops, restaurants, and several others. If shell buildings are built in commercial areas, the retail rate will apply to the entire building.

- Assisted Living Facility – Generally consists of assisted living facilities including: senior adult housing, congregate care facilities, retirement homes, nursing homes, and similar land uses.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of Kissimmee. The Police Department currently staffs 158 sworn officers and 91.5 civilian support positions to serve the City's existing population of 82,005. The Police Department operates out of one station near the east side of the City and utilizes a recently built public safety facility for training. With considerable potential growth on the near-term horizon, the Police Department will require infrastructure and capital investments to maintain appropriate staffing ratios, office space needs, and to provide the vehicles necessary to new officers.

Existing Impact Fees

The City does not currently charge police impact fees for new development within the City limits.

Implementation of police impact fees will allow the City to charge development for their portion of impacts created on the police department, in terms of additional investments in facilities and additional vehicles for an expanded police force. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City currently staffs 158 sworn officers and is supported by the necessary administrative/office personnel. The sworn officer staffing is as follows:

Table 8: Current Sworn Officers

Position	Staffing
Police Chief	1.0
Deputy Chief of Police	2.0
Police Captain	4.0
Police Lieutenant	7.0
Police Sergeant	16.0
Police Corporal	15.0
Police Officer	113.0
Total	158.00

The City's Police Department currently consists of 249.5 full-time equivalent positions. With 158 full-time sworn police personnel, after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 1.91 officers per 1,000 population within the City's limits based on the 2022 population of 82,005. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 2.23 officers per 1,000 functional population based on the existing 70,469 functional population. While the police staffing uses a much more complex staffing methodology that is based on a combination of demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc., the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the 2.23 officers per 1,000 functional population ratio. Therefore, an additional 58.71 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

Table 9: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2032 Additional	Total
Officers	157.00	58.71	215.71
Functional Population	70,469	26,350	96,819
LOS Achieved (Personnel per 1,000 FP)	2.23	2.23	2.23

Incremental Costs

Costs related to growth in the police force typically include a combination of providing new officers with fully equipped vehicles and the necessary facilities, for officers and support staff, such as office space in police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. Data provided by City staff indicates that there are 236 vehicles in service for the 158 sworn officers, including the police chief. It is common practice for police departments to have spare vehicles since those vehicles are so necessary to perform the protection services they provide. After excluding the police chief and the respective vehicle, the vehicles per officer ratio is 1.50, which includes those spare vehicles. This ratio will be used to determine the number of future vehicles needed as additional officers are added to maintain the spare vehicle ratio. The average value of $42,600 for the new fully equipped vehicles is based on inflating the average acquisition cost of recent police vehicle purchases between 2019 – 2021, according to the City asset data as of September 2022. The replacement cost of the existing vehicles is $1,953,222. The cost of providing vehicles to new officers is identified on the following table.

Table 10: Cost of Vehicles for New Officers

Description	Amount
New Sworn Officers	58.71
Vehicles per Officer	1.50
Total Vehicles Needed	88.20
Cost per Vehicle	$42,600
Total Vehicle Costs for New Officers	$3,757,300

As shown above, the total cost of additional vehicles over the next ten years is estimated at $3,757,300.

Table 11: Total Vehicle Costs

Description	Amount
Existing Vehicles	$1,953,222
Additional Vehicles	3,757,300
Total Vehicle Costs	$5,710,522

In addition to vehicles, the police department is responsible for providing adequate building space to house the officers and support staff. The police department currently has a 52,500 square foot police station and communications center. The City has plans to build a new expanded 78,700 square foot police station and communications center within five to seven years. With this planned station serving as a replacement for the current station, the value of the existing police station and communications center has been excluded from the impact fee calculation. The total cost of the future police station and communications center, after accounting for cost escalation, is estimated at $17,290,300. This station and center will be available to serve growth beyond the forecasted period of ten years, so a portion of the total cost of the new station and center is allocated to be funded by future growth beyond 2032. The portion of the new station and center included in the total police capital costs is

$12,967,725, or 75%. This allocation was determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

Below is a summary of the costs used to calculate the police impact fee.

Table 12: Total Police Capital Costs

Description	Amount
Existing Vehicles	$1,953,222
Future Vehicles	3,757,300
Existing Facilities	6,126,100
Future Facilities	12,967,725
Total Capital Costs	$24,804,347

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 13: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	$24,804,347	75.86%	24.14%	$18,817,700	$5,986,700

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee functional population. Then, the residential amounts are translated back into a fee per dwelling unit.

Table 14: Residential Police Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$18,817,700	$5,986,700
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	$277.97	$205.58
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	$489.22	
Single Family Impact Fee per Unit	$489.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	$416.95	
Multi-Family Impact Fee per Unit	$416.00	

[1] Non-residential fee per functional population is the basis for the non-residential fee as shown on Table 15.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 15: Non-Residential Police Impact Fees

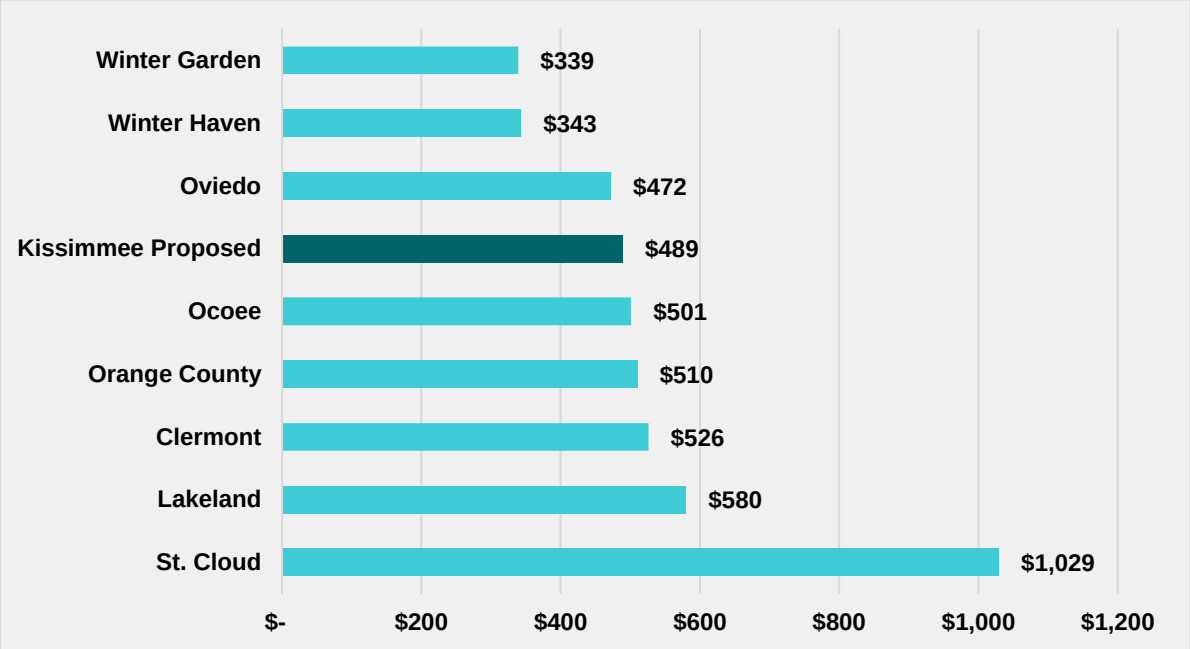
Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	$0.088
Hotel	Per Room	0.81	166.00
Recreational	Per Sq. Ft	1.23	0.252
Institutional	Per Sq. Ft	1.24	0.254
Office Building	Per Sq. Ft	0.98	0.202
Retail	Per Sq. Ft	2.26	0.463
Assisted Living Facility	Per Bed	0.75	153.00

To meet the City's needs in terms of providing the necessary police related capital improvements, including expanding and upgrading existing facilities as required by growth, the City should implement fees at the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around $6,726,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Police Impact Fee Comparison per Single Family Residential Unit



Section 4 – Fire Impact Fee

Introduction

The City's fire department is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the fire department is comprised of 122 total employees.

The City's fire department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The fire department's primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services also increases causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City's consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City does not currently charge fire impact fees for new development within the City limits.

Implementation of fire impact fees will allow the City to charge development for their portion of impacts created on the fire department, in terms of additional investments in facilities and additional vehicles for an expanded fire department. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City's current operations for fire protection are based out of four fire stations. The fire department has an Insurance Services Offices (ISO) rating of 1 on a scale of 1 to 10, with 1 representing the highest level of fire protection. Additionally, the Fire Department provides Advanced Life Support Ambulance Transport Service with each ambulance unit maintaining an average response time of less than four minutes within the coverage area. Both fire and emergency medical services (EMS) have targeted response times of 10 minutes for first unit response and 13 minutes for the remaining Effective Response Force (ERF). These are 'total reflex times' which represent the time from 911 pick-up to first unit on the scene.

Incremental Costs

Costs related to the growth in the fire department typically include a combination of providing the necessary capital equipment including fire trucks, as fully equipped and ready to be put into service, and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

As discussed previously, the fire department utilizes four stations throughout the City: Station 11, 12, 13, and 14. The City has plans to build three new fire stations, Station 15, 16, and 17, for a total value of $20,765,800. Station 15 is currently being built and will be located on Kissimmee Gateway Airport property and will provide fire and medical services for rising demand in the City, as well as provide support for the airfield. Based on discussion with City staff, because some of the services provided will be for the existing airfield amounting to approximately 10%, the remaining 90% of the project costs, or $5,850,000, are included in the fee calculation as benefits to the City's residents and businesses. Station 16 is planned to be built in the Hilliard Isles area in the northeast corner of the City in 2027 and Station 17 is planned to be built off Poinciana Boulevard in 2027, both to support new growth. These new stations have capacity to serve growth beyond the forecasted period of ten years, so the portion of Station 16

and Station 17 included in the total fire capital costs is $10,669,350, or 75%. These allocations were determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

The fire department has plans to purchase two new pick-up trucks, a new rescue, and a new suppression apparatus within the next five years. Additionally, there is a need for two additional fire trucks and one additional rescue, including necessary equipment to fully outfit these trucks to be put into service, for Station 16, and one additional fire truck including necessary equipment to fully outfit the truck to be put into service, for Station 17. The total costs for the additional fire trucks are shown on the table below:

Table 16: Future Fire Trucks

Description	Amount
2 New Pick-up Trucks	$317,200
New Apparatus for Fire Station 16 [1]	1,423,800
New Apparatus for Fire Station 17 [2]	506,175
2 New Rescues	1,012,500
New Suppression Apparatus	630,400
Total	$3,890,075

[1] Two suppression apparatus and one rescue.
[2] One suppression apparatus.

The table below summarizes all of the costs included in the impact fee calculation.

Table 17: Total Fire Capital Equipment Costs

Description	Amount
Existing Apparatus	$4,338,800
Future Apparatus	3,890,075
Existing Facilities and Land	1,126,200
FS 15, 16, & 17, Alerting System	17,514,750
Total Capital Costs	$26,869,825

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 18: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	$26,869,825	75.86%	24.14%	$20,384,600	$6,485,200

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for residential purposes using the functional population factor of 1.65 per dwelling unit as identified in Section 2.

Table 19: Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$20,384,600	$6,485,200
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	$301.11	$222.70
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	$529.96	
Single Family Impact Fee per Unit	$529.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	$451.67	
Multi-Family Impact Fee per Unit	$451.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 20.

We recommend the City implement a slightly rounded impact fee of $529.00 for single family, duplex, and triplex units and a fee of $451.00 for multi-family units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 20: Non-Residential Fire Impact Fees

Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	$0.096
Hotel	Per Room	0.81	179.00
Recreational	Per Sq. Ft	1.23	0.273
Institutional	Per Sq. Ft	1.24	0.276
Office Building	Per Sq. Ft	0.98	0.219
Retail	Per Sq. Ft	2.26	0.502
Assisted Living Facility	Per Bed	0.75	166.00

To meet the City's needs in terms of providing the necessary fire related capital improvements, including building a new fire station and expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around $7,285,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

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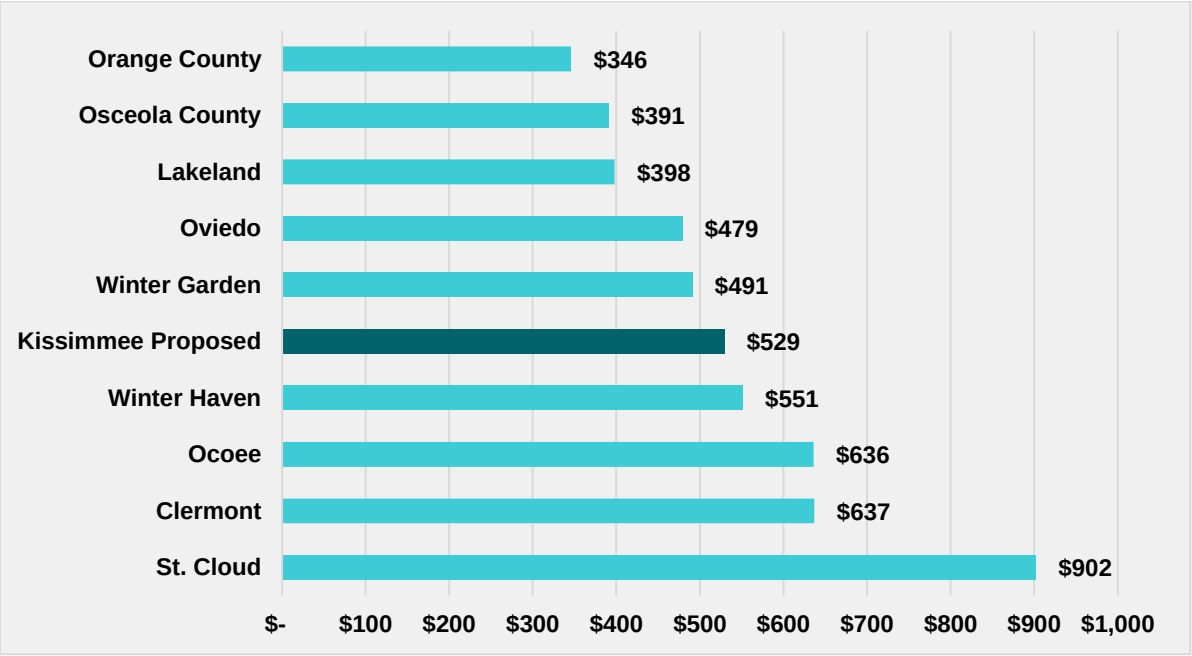
Fire Impact Fee Comparisons

The following figure compares the City's existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 3: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – Parks and Recreation Impact Fee

Introduction

The City owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the City grows, additional facilities along with improvements to existing recreation amenities are necessary. This section provides an analysis for the City's updated parks and recreation impact fee based on the costs to meet demands from growth. This section relies on growth in residential population/development only.

Existing Impact Fees

The City currently charges a parks and recreation impact fee to be used for the expansion of parks and recreation related services that may be necessitated by growth. This fee is charged to all residential land uses. The following table provides the existing parks and recreation impact fees charged to new residential development:

Table 21: Existing Parks and Recreation Impact Fees

Description	Fee
Single Family, Duplex, Triplex	$1,200.00
Manufactured Home	$867.06
Multi-Family	$985.29

Existing Recreational Facilities

City staff provided a parks inventory that indicates that the City currently has 20 existing parks and recreation facilities encompassing approximately 982.80 acres as summarized on Table 22. These parks are eligible for funding from impact fees due to demands from growth resulting in the need for expansion. The amenities provided throughout this network include playgrounds, softball fields, community centers, athletic centers, and more. Each of the parks and facilities will also be available for use by future residents.

Table 22: Existing Parks

Description	Acres
Bob Makinson Aquatic Center	20.80
Denn John Softball Complex [1]	
Rainbow Park [1]	
Kissimmee Lakefront Park	23.60
Brinson Park	3.00
Kissimmee Civic Center	13.60
Oak Street Community Center	6.90
Oak Street Sports Complex	8.30
Chambers Park Community Center	3.50
Mill Run Park	2.50
Mill Slough Park	6.50
Quail Hollow Park	1.60
Mark Durbin Park at Lakeside	6.00
Fortune Road Athletic Complex	36.40
Shingle Creek Regional Park	660.00

Description	Acres
Ruba Park [1]	
Steffee Landing [1]	
Babb Property [1]	
Lancaster Ranch Park	160.50
Toho Vista Trail	29.60
Total	982.80

[1] Denn John Softball Complex and Rainbow Park acreage are included in the Bob Makinson Aquatic Center acreage. Ruba Park, Steffee Landing, and Babb Property acreage is included in Shingle Creek Regional Park acreage.

Level of service (LOS) for parks and recreational services is typically measured in terms of recreational acreage available per 1,000 population. This figure indicates whether the City has a sufficient amount of recreational acreage to serve its current residents. With a current population of 82,005, the LOS provided to existing residents is 11.98 acres of park and recreational lands per 1,000 residents, based on the 982.80 acres. The projected increase in City population from 82,005 to 112,676 by 2032 will reduce the LOS to 8.72 acres per 1,000 population.

Using original costs less depreciation, the City has invested $61.5 million into the existing parks and recreation facilities. The City's investment in these facilities is largely anticipated to serve the increased population over the next 10 years and is included as a capital recoupment cost for impact fee determination.

Growth-Related Capital Improvements

The City has provided a Capital Improvement Plan (CIP) that identifies a range of projects including expansion, upgrade, and replacement of park land and facilities. This CIP has been reviewed with staff and updated based on the most current information available. All projects associated with replacement or refurbishment of existing facilities have been excluded from the impact fee calculations to maintain a conservative approach. Additionally, the Fieldhouse project as currently planned would rely on a public-private partnership, otherwise the scope of the project would likely change significantly. Therefore, the Fieldhouse has been excluded from the development of the impact fee.

Some of the parks CIP projects are designed to serve growth beyond the forecasted period of ten years, so a portion, or 75% of each of these projects are included in the park's capital costs for a total of $31,134,425. This allocation was determined based on the existing population of 82,005, growth of 30,671 persons through 2032, and then an additional growth of 30,671 persons through 2042 resulting in a total population of 143,347 in 2042. The projected population in 2032 (82,005 persons plus 30,671 persons, or 112,676 total) represents 78% of the total expected population in 2042, which was rounded to 75% for the purpose of this report. The table below shows the CIP projects eligible for impact fee calculations and the portion included in the total capital costs.

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Table 23: Parks and Recreation Capital Projects

Description	Total Project Cost	% Allocated to Existing and 10-Yr Growth	Adjusted Amount
Playground Safety Surface (2)	314,600	100.0%	314,600
Mark Durbin Recreation Center	8,884,300	75.0%	6,663,225
Lancaster Ranch Park	29,618,400	75.0%	22,213,800
Fortune Road Softball Sports Lighting (4)	461,300	100.0%	461,300
Amphitheatre Shade Cover Lakefront Park	194,000	100.0%	194,000
Pavilion	53,600	100.0%	53,600
Pedestrian Bridge	146,300	100.0%	146,300
Denn John Softball/Baseball Field	438,900	100.0%	438,900
Future Park Northwest Quadrant Park	548,700	100.0%	548,700
Fortune Road Bleachers Shade Canopy (8)	100,000	100.0%	100,000
Total	$41,165,100		$31,134,425

Calculated Parks and Recreation Impact Fees

As mentioned previously, approximately $61.5 million has been invested in the existing park facilities and an additional $31.1 million is planned to be invested over the next several years. Since both existing and future investments in the parks department benefit both existing and future residents, the total amount invested is divided by the 2032 projected population of 112,676. The table below provides the parks and recreation impact fee calculation:

Table 24: Parks and Recreation Impact Fee Calculation

Description	Amount
Existing Investment	$61,488,630
Planned Investment	31,134,425
Total Capital Costs	$92,623,055
2032 Population	112,676
Fee per Person	$822.03
Single Family Persons per Unit	2.93
Calculated Single Family Impact Fee per Unit	$2,410.38
Single Family Impact Fee per Unit	$2,410.00
Multi-Family Persons per Unit	2.49
Calculated Multi-Family Impact Fee per Unit	$2,048.81
Multi-Family Impact Fee per Unit	$2,048.00

We recommend the City implement a slightly rounded impact fee of $2,410.00 for single family, duplex, and triplex units and a fee of $2,048.00 for multi-family units based on the analysis discussed above. The existing parks and recreation impact fee per single family, duplex, or triplex residential dwelling unit is $1,200.00. The proposed impact fee of $2,410.00 represents a $1,210.00 increase from the existing fee level or 100.8%. The existing parks and recreation impact fee per manufactured home is $867.06. The proposed impact fee of $2,410.00 represents a $1,542.94 increase from the existing fee level or 178.0%. The existing parks and recreation impact fee per multi-family residential dwelling unit is $985.29. The proposed impact fee of $2,048.00 represents a $1,062.71 increase from the existing fee level or 107.9%.

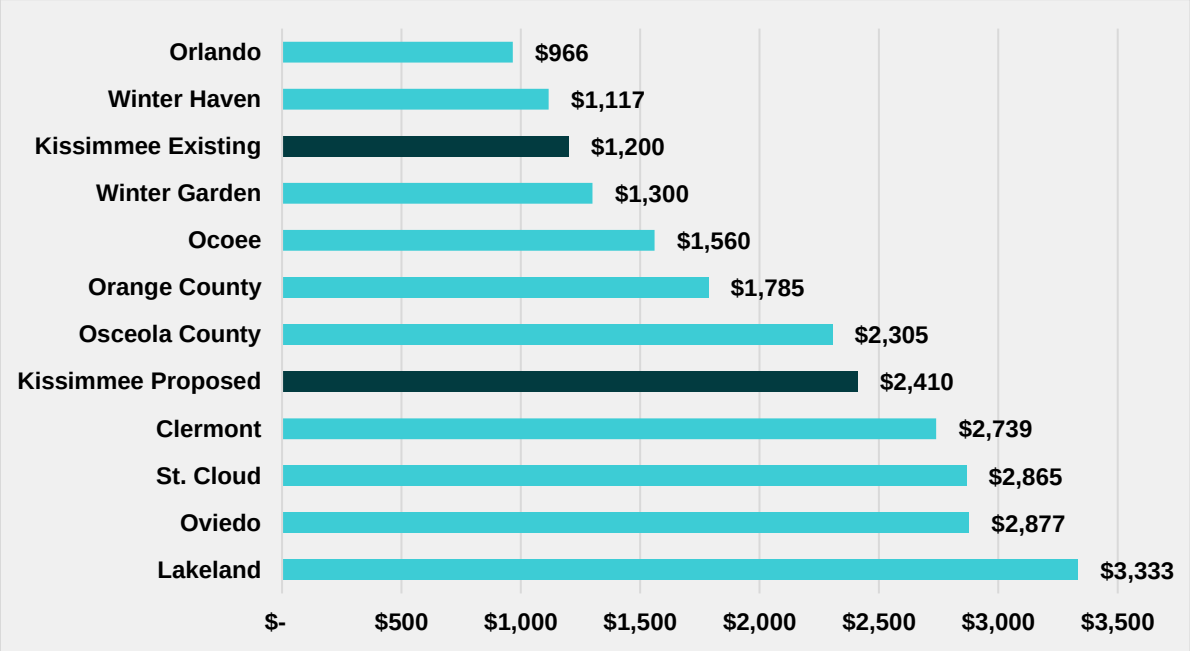
To meet the City's needs in terms of providing the necessary recreation related capital improvements, including purchasing additional land for parks and expanding/upgrading existing facilities as required by growth, the City

should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases plus additional capital improvements based on a considerable increase in population growth. Under the existing parks and recreation impact fees new development would pay around $12,394,000 and under the proposed/calculated impact fees growth would pay around $25,206,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately $12,812,000, resulting in a funding shortfall to provide necessary improvements related to new growth.

Parks and Recreation Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 4: Parks and Recreational Impact Fee Comparison per Single Family Residential Unit



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City of Kissimmee
2023 Municipal Impact Fee Study
Exhibit 1: Non-Residential Functional Population

									Occupants per Trip per Day		People per Unit per Day					Weekly Hours per Unit				2022		
ITE	ITE Code	Number of Parcels	Units	Bldg Sq Ft	Sq Ft per Parcel	Impact Unit	Trips per Unit per Day	One Way Factor (50%)	Employees	Visitors	Employees	Visitors	Visitor hours per Trip	Business hours	Days per Week	Per Employee	Per Visitor	Total Hours	Functional Pop. Coefficient	Functional Population [1]	2032 Square Feet	2032 Functional Population
				[a]		[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]	[n]	[o]			
Industrial/Warehousing	110	93	N/A	2,249,288	24,186	1,000 Sq Ft	4.87	2.435	1.00	1.75	1.57	1.51	0.25	9.00	5.00	70.69	1.89	72.58	0.43	972		
Hotel [1]	310	21	N/A	604,094	28,766	Rooms	7.99	3.995	1.00	1.75	0.56	6.02	1.00	24.00	7.00	93.61	42.11	135.72	0.81	1,479		
Recreational	495	17	N/A	153,160	9,009	1,000 Sq Ft	28.82	14.41	1.00	2.14	1.06	28.57	1.00	12.00	5.00	63.46	142.87	206.33	1.23	188		
Institutional	528	106	N/A	3,648,446	34,419	1,000 Sq Ft	14.37	7.185	1.00	1.77	2.83	7.71	1.00	12.00	5.00	169.72	38.55	208.28	1.24	4,523		
Office Building	710	672	N/A	2,687,528	3,999	1,000 Sq Ft	10.84	5.42	1.00	1.75	3.26	3.79	1.00	9.00	5.00	146.49	18.94	165.43	0.98	2,646		
Retail	820	460	N/A	4,923,358	10,703	1,000 Sq Ft	37.01	18.505	1.00	1.75	2.12	28.67	1.00	12.00	7.00	178.46	200.66	379.12	2.26	11,110		
Assisted Living Facility [2] [3]	253	4	374	139,096	34,774	Beds													0.75	280		
Total		1,373		14,404,970																21,198	19,788,870	29,121

Footnotes:
[a] Summarized from property data obtained from the Osceola County Property Appraiser in September 2022
[b] From 11th Edition ITE Manual
[c] This factor is used to divide the trip rate in half which provides the basis for estimating visitors per day per impact unit
[d] Assumed one employee per trip
[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose
[f] From 11th Edition ITE Manual per employee
[g] = ([c] -([f]/[d]))*[e]
[h] Time assumption per visitor
[i] Time assumption per employee
[j] Time assumption
[k] = [f] * [i] * [j]
[l] = [g] * [h] * [j]
[m] = [k] + [l]
[n] = [m] / (24*7)
[o] = [n] * [a] / 1000

[1] Hotel functional population is based off the national average hotel room size of 330 square feet, based on the USA Today article dated November 4, 2015. Formula is [o] = [n] * [a] / 330

[2] Square footage per bed is based unit data on assisted living facilities located within Kissimmee, sourced from Florida Health Finder (Agency for Health Care Administration)

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of beds.
The Assisted Living Facility functional population coefficient is calculated as follows:

Res per Unit	1.00
Occupancy Rate	75.0%
Adjusted Res/Unit	0.75
Hours at Place	20.00
Workers/Unit	0.33
Work/hrs/day	9.00
Days/week	7.00
FP Factor	0.75

Select Year: 2022 Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on the most recent and localized data.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the

local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.

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NOTICE OF PUBLIC HEARING AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 15, 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, September 12, 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 # 23-17
AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
August 10, 2023

Column

OFFICIAL AD PROOF

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: SLn9HEhWrcqAzHBXMxD4 | **Proof Updated: Aug. 03, 2023 at 07:12pm EDT**
Notice Name: COK*ORDINANCE 23-17*Police-Fire Impact Fees

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 cityclerkemail@kissimmee.gov (407) 518-2309	Osceola News-Gazette

Columns Wide: 2 **Ad Class:** Legals

08/10/2023: Legal and Public Notice Notice	59.40

Subtotal	$59.40
Tax %	0
Processing Fee	$5.94
Total	**$65.34**

See Proof on Next Page

OSCEOLA
NEWS-GAZETTE
aroundosceola.com

AFFIDAVIT OF PUBLICATION

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

I, Bailee Liston, 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:
10 Aug 2023

Notice ID: SLn9HEhWrcqAzHBXMxD4
Notice Name: COK*ORDINANCE 23-17*Police-Fire Impact Fees

PUBLICATION FEE: $65.34

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

Bailee Liston

Agent

VERIFICATION

State of Florida
County of Charlotte

Signed or attested before me on this: 08/14/2023

Rachael Mary Schultz

Notary Public
Notarized online using audio-video communication

RACHAEL MARY SCHULTZ
Notary Public - State of Florida
Commission # HH135673
Expires on May 27, 2025

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AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.
CITY COMMISSION
KISSIMMEE, FLORIDA

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August 10, 2023

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance #23-13 - Amending Chapter 42, Traffic and Vehicles

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Staff requests approval of the First Reading of the Proposed Ordinance #23-13, Amending Chapter 42, Traffic and Vehicles.

Explanation

This ordinance clarifies certain parking enforcement procedures in order to allow the City to partner with a third-party vendor to assist with parking enforcement. These procedures largely pertain to the citation process, notices, hearings and penalties. Additionally, this ordinance allows KPD officers to order a tow of a vehicle on public property in certain situations such as when a private driveway is blocked or when a vehicle is left unattended within travel lanes, emergency access or fire lanes.

Recommendation

Staff recommends the approval of the First Reading of the Proposed Ordinance #23-13, Amending Chapter 42, Traffic and Vehicles.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter: Betty Holland

Attachment(s):

1. 2023 parking ordinance update and creating impound ordinance clean
2. 2023 parking ordinance update and creating impound ordinance w markup
3. (Re-Advertisement) Prop Ord 23-13 - Gazette Proof (Publication Date 09-07-2023)

PROPOSED ORDINANCE NO. 23-___
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 42-21, of the Code of Ordinances of the City of Kissimmee, Florida, titled, "Liability for payment of parking citation." is hereby amended to read as follows:

(a) *Citation.* Any person issued a citation under this Chapter shall be deemed charged with a noncriminal traffic infraction and shall have 30 days from the date of the violation to comply with the directions on the citation by requesting a hearing to contest the citation or paying the citation.

(b) *Parking Violation Notice.* If any person who was issued a citation fails to comply with the directions on the citation, the City shall assess a fifteen-dollar ($15.00) delinquency fee and send, by mail, a parking violation notice to the address of the registered owner or lessee given on the registration of the motor vehicle which was cited. The mailing of a notice in accordance with this subsection constitutes notification to a registered owner or lessee. The parking violation notice shall direct the registered owner or lessee to request a hearing to contest the citation or pay the citation and delinquency fee within 30 days after the mailing of the parking violation notice. Failure to request a hearing within such 30 days constitutes a waiver of the right to contest the citation.

(c) *Final Notice.* If any person who was issued a parking violation notice fails to comply with the directions on the parking violation notice, the City shall assess another fifteen-dollar

($15.00) delinquency fee and send, by mail, a final notice to the address of the registered owner or lessee given on the registration of the motor vehicle which was cited. The final notice shall direct the registered owner or lessee to pay the citation and delinquency fees within 30 days after the mailing of the final notice.

(d) *Affidavits of Non-Responsibility.* Pursuant to F.S. § 316.1967, the owner of a vehicle is responsible and liable for payment of any parking violation notice unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, within thirty (30) days after issuance of the parking violation notice, to furnish to the appropriate authorities an affidavit setting forth the name, address, and driver's license number of the person who leased, rented, or otherwise had the care, custody, or control of the vehicle. An affidavit submitted pursuant to this section shall be admissible in a proceeding charging a parking violation and shall raise the rebuttable presumption that the person identified in the affidavit is responsible for payment of the parking violation notice. The owner of a vehicle is not responsible for the parking violation if the vehicle involved was, at the time, stolen or in the care, custody or control of some person who did not have permission of the owner to use the vehicle. Prima facie evidence that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle, shall be in the form of a report from the appropriate law enforcement official that the said vehicle was not under the care, custody, or control of the owner of the vehicle. The operator of the vehicle that is in his care, custody or control without the permission of the owner shall be responsible for any parking violation notice that occurs while the vehicle is in his care, custody or control.

(e) *Registration Holds.* The City shall supply the county tax collector, and if applicable, license tag agents, with lists of persons who have any outstanding violations of F.S. § 316.1955 or Section 42-19(a) or (b) or who have three (3) or more outstanding parking violations. This section shall be automatically modified upon amendment of F.S. § 316.1967(6), so as to keep it in conformity therewith. Under the authority of F.S. § 320.03(8), as amended from time to time, the county tax collector may not issue a license plate or revalidation sticker to an applicant whose name appears on the list referred to in this Subsection until that person presents a receipt from the City showing that such parking fines have been paid.

SECTION 2. Section 42-22, of the Code of Ordinances of the City of Kissimmee, Florida, titled, "Hearing to contest citation before city hearing officer." is hereby amended to read as follows:

(a) The city hearing officer shall preside over hearings concerning parking citations, if requested in accordance with Sec. 42-21, and notices of violations issued pursuant to F.S. § 316.0083, if requested in accordance with F.S. § 316.0083. The city hearing officer may preside over hearings concerning noise citations if authorized by City policy and if requested in accordance with Chapter 22, Article II.

(b) If a person elects to contest a citation or notice of violation through a hearing, the municipal court clerk shall set a hearing date and time before the city hearing officer.

(c) If a person fails to appear at a hearing set by the municipal court clerk, the city hearing officer shall proceed with the hearing and may assess fines and court costs.

(d) If the city hearing officer determines that a violation has been committed, the city hearing officer shall impose the fine indicated on the citation or notice of violation. The city hearing officer may impose court costs not to exceed one hundred dollars ($100.00) for each violation.

(e) Any person who is found by the city hearing officer to have committed a violation, shall pay the City the fine and any court costs imposed by the city hearing officer within thirty (30) days after the hearing. Failure to pay such amounts within this time frame shall result in an additional fifteen-dollar ($15.00) delinquency fee and the City may send such unpaid balances to collections.

SECTION 3. Section 1-22(b)(28)(r)-(s), of the Code of Ordinances of the City of Kissimmee, Florida, titled, “General penalty.” is hereby amended to read as follows:

r. Failure to request a hearing or pay parking citation within 30 days of the violation: $15.00.

s. Parking a vehicle on a residential street without a current license plate affixed to the vehicle: $25.00.

t. Failure to display disabled parking permit placard: $25.00.

u. Failure to comply with parking violation notice within 30 days: $15.00.

SECTION 4. Section 42-72, of the Code of Ordinances of the City of Kissimmee, Florida, titled, “Impoundment of vehicles.” is hereby adopted and shall read as follows:

§ 42-72 Impoundment of vehicles.

Police officers, community service officers, and those designated by the City Manager are hereby authorized to remove any vehicle from any street or other public property within the City, to a public garage or other place of safety, including the storage facility of any wrecker service on the rotating list defined in Section 46-23, under the following circumstances:

(1) When any vehicle is left unattended:

(a) On a sidewalk;

(b) In front of a public or private driveway without the consent of the property owner;

(c) Within fifteen (15) feet of a fire hydrant or in a fire lane;

(d) Within an intersection;

(e) In a space designated for emergency vehicles only;

(g) At any place where official signs prohibit parking, stopping or standing and the vehicle is obstructing traffic or otherwise creating a safety hazard;

(h) In any space which has been officially reserved by a sign so indicating;

(2) When a vehicle is obstructing traffic or otherwise creating a safety hazard and the person in charge of the vehicle is absent or by reason of physical injury or condition is incapacitated to such an extent as to be unable to provide for its custody or removal.

(3) When a motor vehicle is found being operated in an unsafe condition.

(4) When removal is necessary in the interest of public safety because of fire, flood, storm, or other emergency reasons.

(5) When a motor vehicle is parking, stopping or standing in a public garage and such vehicle is unregistered, lacking a registration license plate, or has a registration license plate that has been expired for more than six (6) months.

All expenses for towing and storage shall be the responsibility of the owner of the motor vehicle. Any motor vehicle that is impounded pursuant to this section shall not be released until such charges have been paid.

SECTION 5. All Ordinances in conflict herewith are hereby repealed.

SECTION 6. The City Clerk and the City Attorney shall cause the Code of the City of Kissimmee, Florida to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 7. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 8. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance

which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 9. This Ordinance shall take effect immediately upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee this _____ day of _____, 2023.

_____
Olga Gonzalez, Mayor-Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

PROPOSED ORDINANCE NO. 23-___
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 42-21, of the Code of Ordinances of the City of Kissimmee, Florida, titled, "Liability for payment of parking citation." is hereby amended to read as follows:

(a) *Citation.* Any person issued a citation under this Chapter shall be deemed charged with a noncriminal traffic infraction and shall have 30 days from the date of the violation to comply with the directions on the citation by requesting a hearing to contest the ~~ticket~~citation or paying the citation.

(b) *Parking Violation Notice.* If any person who was issued a citation ~~F~~failure~~s~~ to ~~request a hearing or pay the citation within 30 days of the date of violation shall result in an additional late penalty and the citation shall be sent to collections~~comply with the directions on the citation, the City shall assess a fifteen-dollar ($15.00) delinquency fee and send, by mail, a parking violation notice to the address of the registered owner or lessee given on the registration of the motor vehicle which was cited. The mailing of a notice in accordance with this subsection constitutes notification to a registered owner or lessee. The parking violation notice shall direct the registered owner or lessee to request a hearing to contest the citation or pay the citation and delinquency fee within 30 days after the mailing of the parking violation notice. Failure to request a hearing within such 30 days constitutes a waiver of the right to contest the citation.

(c) *Final Notice.* If any person who was issued a parking violation notice fails to comply with the directions on the parking violation notice, the City shall assess another fifteen-dollar ($15.00) delinquency fee and send, by mail, a final notice to the address of the registered owner or lessee given on the registration of the motor vehicle which was cited. The final notice shall direct the registered owner or lessee to pay the citation and delinquency fees within 30 days after the mailing of the final notice.

(d) *Affidavits of Non-Responsibility.* Pursuant to F.S. § 316.1967, the owner of a vehicle is responsible and liable for payment of any parking violation notice unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, within thirty (30) days after issuance of the parking violation notice, to furnish to the appropriate authorities an affidavit setting forth the name, address, and driver's license number of the person who leased, rented, or otherwise had the care, custody, or control of the vehicle. An affidavit submitted pursuant to this section shall be admissible in a proceeding charging a parking violation and shall raise the rebuttable presumption that the person identified in the affidavit is responsible for payment of the parking violation notice. The owner of a vehicle is not responsible for the parking violation if the vehicle involved was, at the time, stolen or in the care, custody or control of some person who did not have permission of the owner to use the vehicle. Prima facie evidence that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle, shall be in the form of a report from the appropriate law enforcement official that the said vehicle was not under the care, custody, or control of the owner of the vehicle. The operator of the vehicle that is in his care, custody or control without the permission of the owner shall be responsible for any parking violation notice that occurs while the vehicle is in his care, custody or control.

(e) *Registration Holds.* The City shall supply the county tax collector, and if applicable, license tag agents, with lists of persons who have any outstanding violations of F.S. § 316.1955 or Section 42-19(a) or (b) or who have three (3) or more outstanding parking violations. This section shall be automatically modified upon amendment of F.S. § 316.1967(6), so as to keep it in conformity therewith. Under the authority of F.S. § 320.03(8), as amended from time to time, the county tax collector may not issue a license plate or revalidation sticker to an applicant whose name appears on the list referred to in this Subsection until that person presents a receipt from the City showing that such parking fines have been paid.

SECTION 2. Section 42-22, of the Code of Ordinances of the City of Kissimmee, Florida, titled, "Hearing to contest ~~parking~~ citation before city hearing officer." is hereby amended to read as follows:

(a) The city hearing officer shall preside over hearings concerning parking citations, if requested in accordance with Sec. 42-21, and notices of violations issued pursuant to F.S. § 316.0083, if requested in accordance with F.S. § 316.0083. The city hearing officer may preside over hearings concerning noise citations if authorized by City policy and if requested in accordance with Chapter 22, Article II.

(b) If a person elects to contest a~~the parking~~ citation or notice of violation through a hearing, the municipal court clerk shall set a hearing date and time before the city hearing officer. ~~In addition to the fine, the city hearing officer may assess court costs not to exceed $100.00 if the city hearing officer deems necessary.~~

(c) If a person fails to appear at ~~the~~a hearing set by the municipal court clerk, the city hearing officer shall proceed with the hearing and may assess fines and court costs.

(d) If the city hearing officer determines that a violation has been committed, the city hearing officer shall impose the fine indicated on the citation or notice of violation. The city hearing officer may impose court costs not to exceed one hundred dollars ($100.00) for each violation.

(e) Any person who is found by the city hearing officer to have committed a violation, shall pay the City the fine and any court costs imposed by the city hearing officer within thirty (30) days after the hearing. Failure to pay such amounts within this time frame shall result in an additional fifteen-dollar ($15.00) delinquency fee and the City may send such unpaid balances to collections.

SECTION 3. Section 1-22(b)(28)(r)-(s), of the Code of Ordinances of the City of Kissimmee, Florida, titled, "General penalty." is hereby amended to read as follows:

r. Failure to request a hearing or pay parking citation within 30 days of the violation: $~~2~~15.00.

s. Parking a vehicle on a residential street without a current license plate affixed to the vehicle: $25.00.

t. Failure to display disabled parking permit placard: $25.00.

u. Failure to comply with parking violation notice within 30 days: $15.00.

SECTION 4. Section 42-72, of the Code of Ordinances of the City of Kissimmee, Florida, titled, "Impoundment of vehicles." is hereby adopted and shall read as follows:

§ 42-72 Impoundment of vehicles.

Police officers, community service officers, and those designated by the City Manager are hereby authorized to remove any vehicle from any street or other public property within the City, to a public garage or other place of safety, including the storage facility of any wrecker service on the rotating list defined in Section 46-23, under the following circumstances:

(1) When any vehicle is left unattended:

(a) On a sidewalk;

(b) In front of a public or private driveway without the consent of the property owner;

(c) Within fifteen (15) feet of a fire hydrant or in a fire lane;

(d) Within an intersection;

(e) In a space designated for emergency vehicles only;

(g) At any place where official signs prohibit parking, stopping or standing and the vehicle is obstructing traffic or otherwise creating a safety hazard;

(h) In any space which has been officially reserved by a sign so indicating;

(2) When a vehicle is obstructing traffic or otherwise creating a safety hazard and the person in charge of the vehicle is absent or by reason of physical injury or condition is incapacitated to such an extent as to be unable to provide for its custody or removal.

(3) When a motor vehicle is found being operated in an unsafe condition.

(4) When removal is necessary in the interest of public safety because of fire, flood, storm, or other emergency reasons.

(5) When a motor vehicle is parking, stopping or standing in a public garage and such vehicle is unregistered, lacking a registration license plate, or has a registration license plate that has been expired for more than six (6) months.

All expenses for towing and storage shall be the responsibility of the owner of the motor vehicle. Any motor vehicle that is impounded pursuant to this section shall not be released until such charges have been paid.

SECTION 5. All Ordinances in conflict herewith are hereby repealed.

SECTION 6. The City Clerk and the City Attorney shall cause the Code of the City of Kissimmee, Florida to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 7. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 8. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 9. This Ordinance shall take effect immediately upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee this _____ day of _____, 2023.

_____
Olga Gonzalez, Mayor-Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

NOTICE OF PUBLIC HEARING AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, September 12, 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, September 26, 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 # 23-13

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES ; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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

Column

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: xmLcIYyBht01hvNzAFdP | **Proof Updated: Aug. 24, 2023 at 11:50am EDT**
Notice Name: Proposed ORD 23-13: Parking/Hearing Ordinance

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 cityclerkemail@kissimmee.gov (407) 518-2309	Osceola News-Gazette

Columns Wide: 2 **Ad Class:** Legals

09/07/2023: Legal and Public Notice	67.19

Subtotal	$67.19
Tax %	0
Processing Fee	$6.72
Total	**$73.91**

See Proof on Next Page

ITEM 4.C

Public Hearing - First Reading - Proposed Ordinance # 23-14 Amending the Purchase Order Requirements

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, AMENDING SECTION 2-810, PURCHASE ORDER AMOUNTS; REQUIREMENTS (B), INCREASING THE CITY MANAGER PURCHASE AMOUNT; REPEALING ALL ORDINANCE IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Requesting approval of the First Reading of the Proposed Ordinance # 23-14 to increase the City Manager's purchase amount.

Explanation

The City Commission last adjusted the City Manager's purchasing approval authority on December 4, 2012. The City Manager's current purchasing approval authority is $50,000. As the cost of doing business and procurement has gone up significantly over the past decade, Staff feels it is time to increase the purchasing authority again. Staff conducted a survey of area governments and found that the manager's authority in other governments averages between $50,000 to $100,000. Therefore, Staff is requesting the City Manager's purchasing authority be increased to $75,000.

Recommendation

Staff recommends the approval of the First Reading of the Proposed Ordinance # 23-14 to increase the City Manager's purchase amount.

REQUESTED CITY COMMISSION ACTION:

Department: Finance
Presenter: Tavia Ritchie

Attachment(s):

1. Proposed Ordinance23-14 Purchase Order Amount Requirements
2. CP501 Procurement Policy
3. Procurement Authority draft
4. Procurement Survey
5. Prop Ord 23-14 - Gazette Proof (Publication Date 09-07-2023)

PROPOSED ORDINANCE # 23-14

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 2, PURCHASING POLICY, SECTION 2-810, PURCHASE ORDER AMOUNTS; REQUIREMENTS; INCREASING THE CITY MANAGER PURCHASE ORDER AUTHORITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

For purposes of changes to the text of the Ordinance as set forth below, underlined words indicate additions to existing text, and ~~stricken words~~ include deletions from existing text.

SECTION 1. That Chapter 2, Administration, Article VI, Finance, Division 2, Purchasing Policy, is hereby amended to by amending section 2-810 to read as follows:

Section 2-810 Purchase Order Amount Requirements

(A) Purchase orders for amounts in excess of the city manager's limit outlined in subsection (b) of this section shall be issued only after approval of the city commission and after the receipt of competitive bids, provided that competitive bids shall not be required if only one source of supply exists.

(B) Purchase orders for amount not more than ~~$25,000.00~~ $75,000.00 shall be issued by the City Manager or his designee. ~~Beginning October 1, 1995, the initial limit of $25,000.00 shall be increased by the CPI index and adjusted annually on October 1 of each year thereafter.~~ Purchase orders shall be issued to the responsible vendor only after the receipt of competitive prices by mail or telephone or sealed bid, provided that competitive prices shall not be required if only one source of supply exists.

(C) Purchase orders for amounts less than $250.00 shall be issued to the vendor who quotes the best price, provided that competing vendors shall be contacted to determine price quotations at least each three months.

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

SECTION 3. This Ordinance shall take effect on October 1st, 2023.

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

CITY OF KISSIMMEE

PURCHASING MANUAL

August 16, 2022

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Policy, Purpose, & Compliance

This policy's purpose is to establish guidelines for the procurement of goods or services for the ongoing operations of the City of Kissimmee in a consistent, efficient, and economical manner and to establish procedures for purchase requisitions.

This Policy shall be liberally construed and applied to promote and achieve its underlying purposes and:

- To identify, simplify and clarify the law, rules, guidelines, procedures, and policies governing procurement by the City,
- To negotiate and execute purchase orders in the best interests of the City,
- To permit and encourage the continued development of cost-effective procurement practices,
- To consolidate purchases of similar items to obtain the maximum economic benefit,
- To make as consistent as possible the procurement procedures among the various departments and agencies of the City,
- To provide for increased public confidence in the procedures used in public procurement,
- To secure the advantages of a centralized procurement and materials management process,
- To ensure fair, ethical, and equitable treatment to all who deal with the procurement system of the City,
- To provide increased economy and to fully maximize practical, the procurement value of public funds of the City,
- To promote effective broad-based competition within the free enterprise system.
    - The City of Kissimmee intends to comply with and follow the guidelines set within Section 508 of the Rehabilitation Act to ensure accessibility and usability for individuals with disabilities.
    - The City of Kissimmee will follow the guidelines outlined by HUD and DEO to ensure that Personally Identifiable Information (PII) will remain secure and private.

Applicability

This Policy applies only to contracts entered after the effective date of this Policy. This Policy shall apply to every expenditure of public funds by the City unless exempted under Federal Law, Florida Statutes, City Codes, or by specific action of the City Commission. Department Directors or designees are responsible for the purchases of their divisions.

Supplementary General Principals of Applicable Laws

Unless specifically displaced by provisions of this Policy, the principles of law and equity, the Uniform Commercial Code, the Law Merchant, and the law relative to capacity to contract, principal and agent, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this Policy.

Procurement Authority & Procedures

The following approval structure shall be used to procure all goods and services:

> $50,000	The City Commission shall have the authority to award contracts or task authorizations with a dollar amount above $50,000.00. The City Commission may delegate authority to the City Manager to renew or increase the not to exceed the amount of an approved contract.
> $25,000 and less than $50,000	The City Manager or his/her designated representative shall have the authority to award contracts and authorize purchases in this category within those defined requirements for price quotations or a Sealed Bid process.
> $10,000 and less than $25,000	The Department Director or his/her designee shall have the authority to award contracts and authorize purchases in this category within those defined requirements for price quotations or a Sealed Bid process.
> $1,000 and less than $10,000	A Division Manager or his/her designee shall have the authority to award contracts and authorize purchases in this category within those defined requirements for price quotations or a Sealed Bid process.
< $1,000	Department Directors shall establish internal purchasing authority for purchases in this category.

** State and Federal funded purchases greater than $25,000 will be reviewed and approved by its corresponding agency in accordance with 2 CFR 200.320 (c) **

Purchase of Vehicles & Heavy Equipment

The Fleet Maintenance Division shall review all requests to purchase or replace vehicles and heavy equipment before purchase to ensure compatibility and conformance to City standards.

Purchase of Computer and Related Equipment

All requests to purchase or replace computer hardware, software, and related equipment shall be reviewed by the Information Technology Department before purchase to ensure compatibility and conformance to City standards.

Competitive Solicitation & Selection

Expect for exemptions outlined in this policy, employees shall use the appropriate form of competitive pricing as outlined below based on the cost of an item, group of items, or services:

> $25,000	Any form of procurement in this category shall be made by first securing competitive sealed bids or proposals. The requirement for a sealed bid process shall no way be construed as limiting the number of bids or proposals solicited and as many competitive bids or proposals should be secured as possible to be consistent with good purchasing practices.
> $1,000 and less than $25,000	Any form of procurement in this category shall be made in the open market and require written competitive quotes. All open market quotes shall, whenever feasible, be based on at least three competitive quotes that are verbal, written, or electronically submitted by a responsive and qualified vendor and shall be awarded to the lowest responsible and responsive bidder in accordance with this policy. All written quotes, or justifications for non-responsive vendors, documentation shall be attached to the requisition or purchasing card transaction.
< $1,000	Any form of procurement in this category may occur without a need for competitive pricing or written quotations as long as a good faith attempt to obtain quality products from a reputable vendor at a reasonable price occurs.

Acceptable Forms of Payment

All single purchases of $1,000 or more shall be processed using a purchase requisition or purchasing card.

Exemptions from Competitive Solicitation

A requisition for the same item(s) that are $1,000 or less that was purchased previously within six (6) months and identifies that all prices are still firm and irrevocable, competitive bidding may not be practical. The Procurement Division may elect to award the new request on the same basis without further solicitation of new quotations.

Unless otherwise outlined in this policy, the following are exempt from the competitive solicitation provisions herein but shall nevertheless be procured subject to the requirements of applicable Federal, State, and City laws:

1. Advertisements
2. Auto allowance
3. Bank Services
4. Collective bargaining agreements
5. Commodities or Services provided or awarded by other governmental agencies include but are not limited to federal, state, counties, cities, school boards, community colleges, and state university systems.
6. Communications
7. Continuing education, events, or programs offered to the general public for which fees have been collected that pay all expenses associated with the event or program.
8. Debt service requirements
9. Donations
10. Dues, memberships, and subscriptions
11. Emergency purchases
12. Employment services
13. Financial consultants
14. Judgments
15. Lobbying services
16. Material from publishers and copyright holders
17. Pensions or other retirement plans
18. Prevention services related to mental health
19. Proprietary software, subscription renewal, and annual maintenance contracts, licenses, or support
20. Public art and artistic services
21. Public notices

22. Salaries
23. Sole source goods or services
24. Taxes
25. Travel expenses
26. Tuition
27. Used or pre-owned equipment
28. Utilities (including, but not limited to, telephone, cable, electricity, water, sewer, etc.)
29. Workshop and seminar registration, attendance, training
30. Where, for a good cause shown in the City's best interest, the City Manager or his/her designee authorizes the procurement of goods or services without strict compliance with the provisions of this resolution to best serve the public health, safety, and general welfare.

Exemptions for Direct Payment

Direct payments may be permitted without needing a purchase order when there is legal authorization to expend the funds and is following approved procedures. Direct payments may be processed electronically or through a check. Examples include, but are not limited to, the following procurements:

1. Debt Service Payments
2. Dues, memberships, and subscriptions
3. Employee Benefits/Contracts with Third Parties for Payroll Deduction
4. Insurance
5. Investments
6. Legal advertisements
7. Pension payments
8. Petty cash reimbursements
9. Postage
10. Recording fees
11. Retirement plan contributions
12. Services Procured with Non-City Funds that are a “Pass-through” (Developer Deposits, etc.)
13. Tax withholding payments
14. Travel expenses
15. Tuition
16. Utilities
17. Vehicle license plate and registration fees
18. Workshop and seminar registration, attendance, training

Emergency Procurement

An emergency means a reasonably unforeseen breakdown in machinery, a reasonably unexpected, threatened termination of an essential service, a reasonably unforeseen development of a dangerous condition, or the result of any reasonably unforeseen circumstances causing curtailment or diminution of a critical service.

Authority

Emergency purchases may be declared by the Department Director or his/her authorized representative only when normal operations would be critically affected by requesting a Purchase Order through the normal process.

Emergency Purchasing During Business Hours

To initiate an emergency purchase, the using department will call the Procurement Division, notify them of the nature of the emergency, and request assistance in expediting.

Emergency Purchasing at Night, On Weekends, or Holidays

The same procedures will apply, except the Procurement Division will not be contacted. On-Line Purchase Requisitions will be sent to the Procurement Division on the following workday, noting in the comments section that it was an emergency purchase.

Emergency Purchases Exceeding $25,000

Emergency purchases that exceed $25,000 shall require the City Manager or his/her designated representative's approval. For purchases over $50,000, as soon as practical following the declared emergency, the representative shall document justification for the emergency purchase and submit an agenda request to the City Manager's Office to be included on the Commission agenda as an informational item.

NOTE: Emergency purchases are costly. They are made hurriedly on a non-competitive basis and usually at top prices. Most vendors charge a premium if supplies must be obtained immediately. The City will save money by avoiding emergency purchases as much as possible.

Competitive Pricing, Bids, & Proposals

Open Market Purchases

Where it is determined by a decision of the City Manager or Procurement Division that it is neither practical nor advantageous to the City to conduct competitive sealed bidding nor competitive sealed proposal procedures, purchases may be made in the open market without newspaper advertisement and without strictly observing the procedures prescribed in this Policy.

All open market purchases shall, whenever feasible, be based on at least three (3) competitive bids and shall be awarded to the lowest responsible and responsive bidder by standards established in this Policy.

Notice inviting bids - Bids may be solicited by:

a. Direct mail request to prospective vendors;
b. Telephone or electronic transmission;
c. Hand-delivered or commercial delivery.

The Procurement Division shall keep a record of all open market orders and the bids submitted in competition thereon, and such documents shall be available for public inspection after opening. Awards shall be as prescribed in Sealed Competitive Bids.

The Procurement Division or designee shall have authority to purchase directly from Federal, State, County, School Board, or Utility Authority contracts or another city's contracts and from cooperative purchasing agreements. Joint Bids and Contracts. In addition, the Procurement Division or designee may join other government entities to establish joint bids and contracts. This collaborative effort would generally include direct participation by all parties in a bid or contract.

Competitive Sealed Bidding

This section does not apply to selecting professional architectural, engineering, landscape architectural, or land surveying and mapping services by the City or the procurement of design-build contracts.

Where competitive sealed bidding is utilized, an Invitation for Bid (IFB) shall be issued, including a purchase description or scope of work and all contractual terms and conditions applicable to the procurement.

Public notice:

a. Adequate public notice of the invitation to bid shall be given per F.S. 255.0525, as amended.

b. Where it can be demonstrated that an urgent requirement for supplies or services exists, the need for public notice may be waived by the City Manager.

Bids shall be opened publicly by the Procurement Division or designee in the presence of one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid and other relevant information as may be specified in the invitation to bid, together with the name of each bidder, shall be recorded. Bids and bid files shall be available for public inspection after opening per the Florida Public Records Law, Chapter 119, Florida Statutes, as amended from time to time.

Bids shall be unconditionally accepted, except as authorized in the bid documents and this Policy. Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; however, after consultation with the department head of the using department, the Procurement Division shall have the authority to waive minor irregularities.

Bids shall be evaluated based on the requirements outlined in the invitation to bid. These may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for the award shall be objectively measurable, such as discounts, transportation costs, total or life cycle costs, etc. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not outlined in the invitation to bid.

The contract shall be awarded to the bidder whose bid represents the lowest possible total end-use cost and is the responsive and responsible bid meeting the requirements and criteria outlined in the invitation to bid. In determining the lowest responsible and responsive bidder, in addition to the bid evaluation criteria above, the following may be considered:

a. The ability and skill of the bidder to perform the contract.

b. Whether the bidder can perform the contract and provide the supplies/services promptly, without delay, or within the time specified.

c. The quality of performance of previous contracts or services.

When it is considered impractical (due to insufficient data, uncertain requirements, etc.) to initially prepare a purchase description or scope of work to support an award based on price, the request for proposals may be issued requesting the submission of un-priced offers to be followed by invitation to bid limited to those bidders whose proposals have been qualified under the criteria outlined in the request for proposals.

Competitive Sealed Proposals

This section does not apply to the selection of professional services by the City as defined by F.S.287.055, as amended, and to the procurement of design-build contracts.

When the Procurement Division determines that competitive sealed bidding is either not practical or not advantageous to the City due to existing market conditions or the type of service/supply required, a contract may be entered into through receipt of competitive sealed proposals. Competitive sealed proposals may also be used for the procurement of professional services.

Competitive sealed proposals shall be solicited through a Request for Proposals (RFP). Public notice of the request for proposals shall be given in the same manner as provided for competitive sealed bidding. Proposals shall be opened by the Procurement Division or designee publicly in the presence of one or more witnesses at the time and place designated in the request for proposals. The name of each proposer shall be recorded. Opened proposals shall be held in accordance with the Florida Public Records Law, Chapter 119, Florida Statutes, as amended from time to time. The request for proposals shall state all evaluation factors and the relative importance of each in the evaluation process.

As provided in the request for proposals, discussions may be conducted with responsible vendors who submit proposals determined to be reasonably acceptable of being selected for the award for the purpose of clarification and to assure complete understanding of, and responsiveness to the solicitation requirements. All vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission before award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders, except as may be required by Florida Public Records Law, Chapter 119, Florida Statutes, as amended from time to time.

Award shall be made to the responsible bidders whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award was made.

Major & Minor Irregularities

In the evaluation of sealed bids and proposals, the Procurement Division may waive minor irregularities. Said minor irregularities may include, but not be limited to, the following:

a. Addendum not acknowledged when price not affected.
b. Delivery/payment terms not specified.
c. Failure to submit written evidence that the agent signing for an owner had the authority to bind the bidder/proposer.
d. Correct number of copies not submitted.
e. References not provided at the time of bid/proposal.
f. Unit prices not extended.

Irregularities considered to be major and not waivable shall include, but not be limited to, the following:

a. Bidder/proposer certification not submitted or submitted and not signed.
b. Bid bond or bid deposit not submitted or not valid.
c. Addendum not acknowledged when it affects price.
d. Samples or literature not submitted when specifically required to evaluate bid/proposal.
e. Bid or proposal not submitted on time.
f. Bid pricing pages not submitted or submitted in blank.
g. Substitution of required forms or bids.

Competitive Selection & Negotiation

Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services shall be made in accordance with this section. Where not explicitly specified, the requirements of F.S. 287.055, as amended, as amended from time to time, shall be applied to the procurement of these professional services. Nothing in this section shall be construed to prohibit a continuing contract between a firm and the City.

Requirements of this section apply to the acquisition of professional architectural, engineering, landscape architectural or surveying and mapping services related to specific construction projects when the basic construction costs are estimated to exceed the requirements of F.S. 287.055, as amended, or for a planning/study activity when the fee for professional services exceeds the requirements of F.S. 287.055, as amended, or when the City is desirous of entering into a continuing contract for the provision of such services.

The City shall publicly notice each occasion when it wishes to acquire professional

services under this section. The public notice shall include a general description of the project or desired continuing professional services and must indicate how interested consultants may apply for consideration.

Any firm or individual desiring to provide professional services to the City must first be certified by the City as fully qualified to render the required services pursuant to law and the regulations of the City. Among the factors to be considered in making this determination include the capabilities, adequacy of personnel, past record, experience of the firm or individual(s), or other factors determined by the City to be applicable to the construction project or services desired.

For each proposed project/desired services, the City shall evaluate current statements of qualifications and performance data on file with the City, together with those that may be submitted by other firms regarding the proposed project/desired services, and shall conduct an evaluation of no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

The City shall select no fewer than three firms deemed to be the most highly qualified to perform the required services in order of preference. Factors to be considered include the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City. The objective is to equitably distribute contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. No contribution of fees for services will be made until the City enters competitive negotiations under this section.

The City shall negotiate a contract with the most qualified firm(s) for professional services for compensation that the City determines is fair, competitive, and reasonable.

Cone of Silence

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences before the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time, vendors, service providers, and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, or elected officials. Any vendor who attempts to influence a member or members of those above shall be disqualified from continued participation in the procurement process about that particular solicitation.

Exceptions to the Cone of Silence:

a. Written communications directed to the Procurement Officer;
b. All communications occurring at pre-bid meetings;

c. Oral presentations before publicly noticed committee meetings;
d. Procurement of goods and services for emergencies;
e. Contractors already on contract with the City to perform services for the City are allowed discussions necessary to complete an existing contract.

Sole Source, Single Source, & Negotiated Procurement

A contract may be awarded for a supply, service, or construction item without competition when it is determined that there is only one source available; repairs or additions are from the original equipment manufacturer; only supplier in the area; franchised or licensed distributor or service, patented or proprietary item; or by negotiation where the procurement by competitive procedures is not feasible nor practical. This is subject to award procedures herein.

Sole Source

Only one (1) vendor can supply the goods or services requested. When more than one (1) vendor can provide the product or service, even if all are quoting the "same" item, the item cannot be considered sole source, and competitive pricing should be obtained if dollar thresholds require it. Items determined to be "sole source" by a department need to be substantiated by a sole source justification on file in the Procurement Division for anticipated repeated purchases or by a justification noted on the Purchase Requisition for one-time requests. Justifications need not be elaborate.

Single Source

Is procurement in which, although two or more vendors supply the same product or service, the department selected one for substantial reasons, eliminating the competitive process. Examples of acceptable substantial reasons would be systems compatibility, a continuation of previous work, and emergencies. Items determined to be “Single Source” require justification in the comment section of the Requisition.

For purchases of less than $25,000 where higher approval is not required, the Department Director or the person authorized to approve Purchase Requisitions may certify the item is a sole source and why. For sole or single source requests of $25,000 and over, a detailed explanation approved by the Department Director should be provided to the Procurement Division. Procurement will submit the request to the City Manager or designee for approval if $50,000 or less. For items exceeding $50,000, the requesting department will prepare an agenda request to obtain Commission approval. For On-Line Purchase Requisitions, the date the City Commission has approved the item must be noted in the "Comments" field.

Sole Respondent / Single Bidder

Where only one bid or proposal is received, an award may be made to such bidder or proposer if the Department Director or designee determines that: (1) the price submitted is fair and reasonable; or (2) the other prospective bidders or proposers had a reasonable opportunity to respond; or (3) there is not adequate time for a re-solicitation. Otherwise, the City may: (1) cancel the proposed procurement; or (2) solicit new bids or proposals.

Local Vendor Preference Policy

When the City receives written bids, responses to requests for proposals or quotations 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 corporation. The next lowest responsible bidder is an Osceola County person, firm, and corporation, the Osceola County individual or entity will be allowed 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. 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 the opportunity to match bid.

Disadvantaged Business Enterprises (DBE)

On certain federally funded projects, the City may be required to follow specific vendor selection requirements for disadvantaged business enterprises. Impacted Departments shall follow their internally established procedures to meet project requirements.

Cancellation or Rejection of Invitation to Bid or Request for Proposal

An Invitation to Bid, a request for proposal or other solicitation, may be delayed or canceled, or all bids or proposals may be rejected in whole or in part, as may be specified in the solicitation, by the Procurement Division and Department Director or designee, if it is determined that such action is in the best interest of the City.

Formal Protest Procedures

Vendors are encouraged to contact the Procurement Coordinator to determine whether their concerns can be resolved before initiating a formal protest.

Step 1: In the case of a protest of the specifications of an invitation to bid or request for proposal, the vendor shall file with the City a notice of protest in writing within seventy-two (72) hours after receipt of the specifications and shall file a written formal protest

identifying the bid number, title, and basis for the protest within ten (10) days after the date of the notice of protest.

a. In the case of a protest of the bid award, the vendor shall file with the City a notice of protest in writing within seventy-two (72) hours after posting of the recommended award and shall file a formal written protest identifying the bid number, title, and basis for the protest within ten (10) days after the date of the notice of protest.

b. The City will provide a written response to the protesting vendor within seven (7) days (excluding Saturday and Sunday) after receiving the formal written protest.

Step 2: The vendor may appeal to the City Manager within seven (7) days (excluding Saturday and Sunday) following a decision by the City.

Step 3: The vendor may appeal to the City Commission within seven (7) days (excluding Saturday and Sunday) following the City Manager's decision.

Appeal to the City Commission is the final step within the City of Kissimmee's administrative process, and its decision is final. Vendors are responsible for following the progress of their bids or appeals. Bid awards shall be posted on the City Hall Lobby bulletin board on the first floor. Bid awards are available for public review in the Procurement Division office.

Procurement Utilizing State or Federal Funding

State and Federal Funding Overview

The agreements under which the City receives Federal and State financial assistance often contain their unique terms and conditions regarding the expenditure of such funds. Accordingly, this policy section is not intended to replace a thorough review of such agreements by a City department or division requesting a procurement or solicitation. Still, it is designed to provide an overview of the basic rules that govern the expenditure of most Federal and State financial assistance.

Conflict of Interest (2 CFR §200.318)

Selection, Award, and Administration: City employees and agents engaged in the selection, award, and administration of contracts funded in part or in whole by State or Federal Financial Assistance shall observe the highest ethical standards. No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by State or Federal Financial Assistance if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to use any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Employees, officers, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violations of these provisions may result in adverse employment action(s) and, in some cases, criminal penalties, including imprisonment.

Organizational Conflicts of Interest in Federally Funded Procurements: An organizational conflict of interest exists where there is a relationship between a bidder or other potential contractor and the City, which is equivalent to that of a parent company, affiliate, or subsidiary organization. In such cases, the entity having an organizational conflict of interest with the City should not be awarded a contract by the City without guidance and approval from the federal awarding agency. At a minimum, for quotes and formal solicitations, the entity having an organizational conflict of interest should not have participated in preparing the City's specifications for the selection or solicitation. It should meet all material requirements applicable to other eligible respondents.

City Procurement Policy

Except as outlined in the terms and conditions of a particular Federal or State financial assistance agreement (or in any applicable rules and regulations of the awarding State or federal agency), procurements funded with Federal and State financial assistance agreements shall be conducted utilizing the City's procedures for procurements. The provisions of the Procurement Policy are supplemented by applicable implementing Policies and Procedures adopted by the City Commission for the management and administration of grants and other financial assistance.

Procurement Standards – Federal Financial Assistance (2 CFR §200.319)

For procurements funded with federal financial assistance, the City must follow its procedures, provided that the City's procedures conform at a minimum to applicable federal law and federal regulations (see 2 CFR §318 - §326). Where the City and federal law or regulations conflict or have different thresholds or standards for the same activity, the more restrictive standard shall apply.

Full and Open Competition – Federal Financial Assistance (2 CFR §200.319)

Federal regulations regarding procurement transactions funded with federal financial assistance require such transactions to be conducted in a manner that provides complete and open competition.

Specification Review (2 CFR §200.318)

Before the procurement of any contract which is funded in part or in whole with federal assistance, the requesting department or division shall provide for a review of the proposed procurement to avoid the purchase of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis of lease versus purchase alternatives and any other appropriate analysis will be made to determine the most economical approach.

MBE/WBE Affirmative Steps – Federal Financial Assistance (2 CFR §200.321)

Before the procurement of any contract which will be paid in part or in whole with federal financial assistance, the requesting City department or division shall review the federal financial assistance agreement to determine whether the awarding federal agency has adopted a Disadvantaged Business (DBE) Program or whether the City's Minority and Women-Owned Business (MBE/WBE) process is applicable. Once the applicable program is identified, the requesting department or division shall:

a. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
b. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
c. Establish delivery schedules where the requirement permits, encouraging participation by small and minority businesses and women's business enterprises.
d. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Florida Department of Management Services Office of Supplier Diversity.
e. Require the contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 1 through 4 above as part of the solicitation specifications

or the resulting contract. The requesting department or division should also take similar steps concerning soliciting and obtaining participation from Veteran Business Enterprises.

Resource Conservation and Recovery Act – Federal Financial Assistance (2 CFR §200.322)

The United States Environmental Protection Agency (EPA) maintains a list of items that can be made with or used recovered (recycled) materials. See 40 CFR Part 247. For solicitations regarding the purchase or acquisition of those items for which the EPA has adopted guidelines, the requesting City department or division shall specify in its specifications the use of recovered materials and the highest percentage of recovered materials that reasonably may be required consistent with maintaining a satisfactory level of competition. Federal law does not require the procurement of goods that (i) are not reasonably available within a reasonable amount of time, (ii) fail to meet reasonable performance standards, or (iii) are only available at an unreasonable price. Upon the conclusion of any contract requiring the use of recovered materials of an EPA-listed item, the project manager from the requesting City department or division shall obtain a statement from the Contractor regarding the actual percentage of recovered materials utilized in the completion of the contract.

Contract Cost and Price – Federal Financial Assistance (2 CFR §200.323)

Cost or Price Analysis: For solicitations funded with Federal financial assistance, the requesting City department or division must perform a cost or price analysis in connection with every procurement action over the federal Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation. Still, as a starting point, the non-federal entity must make independent estimates before receiving bids or proposals.

Negotiation of Profit: The City must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Award to Responsible Contractors (2 CFR §200.318)

In procuring contracts funded with Federal Financial Assistance, the City may only award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. In determining whether a contractor is reliable, consideration will be given to such matters as contractor integrity, compliance with public policy, a record of past performance, and financial and technical resources. A contract may not be awarded to a party listed on the government-wide

Excluded Parties List System in the System for Award Management (SAM) or to a party listed on the State of Florida's or City's suspended or debarred lists.

Contract Provisions

The agreements under which the City receives State and federal financial assistance often contain terms and conditions which are required to be included in any solicitation or any contracts resulting from a solicitation. Before issuing a solicitation or executing a contract funded with State or federal financial assistance, the requesting City department or division must provide the Procurement Division and City Attorney with any required State or Federal terms and conditions that must be included in the solicitation and the contract.

Contract Oversight

The City department or division which requested a solicitation or contract be issued or entered into by the requesting department shall be primarily responsible for maintaining diligent oversight over the contract and the contractor to ensure that the contractor performs by the terms, conditions, and specifications of its contract or purchase order. Written notice shall be provided to the Department Director of any situation in which a contractor is not performing by the terms, conditions, and specifications of its contract or purchase order for appropriate action by the Procurement Division and City Attorney, which action may be up to and include contract termination.

Procurement File (2 CFR §200.318)

For contracts awarded that are funded in part or in whole by State or Federal Financial Assistance, the Procurement Division project file shall contain the history of the procurement to include:

a. A copy of the solicitation and all addenda to it, if any;
b. A copy of the publication or advertisement of the solicitation (if applicable);
c. Copies of the quotes, bids, proposals, or responses received;
d. A copy of the Quote/Bid tabulation or selection committee meeting minutes;
e. A copy of the Commission Agenda item approving the contract (if required);
f. A copy of the resulting contract or purchase order;
g. Copies of any needed bonds and certificates of insurance; and
h. For federally funded procurements and contracts, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
i. A screenshot or other documentation reflecting that the party awarded a contract was not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) or on the State of Florida's or City's suspended or debarred lists.
j. Checklist for Federal Grant Procurements

Checklist for Federal Grant Procurements

To comply with the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (2 CFR Part 200), utilize the Checklist for Federal Grant Procurements.

References

Federal “Procurement Standards” (2 CFR§200.317 through §200.326, and Appendix II) of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (2 CFR Part 200) adopted by the Office of Management and Budget, as amended is hereby incorporated herein by reference. In the event of any conflict between standard City policy or practice and the federal Procurement Standards, the Federal Procurement Standards shall control any procurement involving federal financial assistance.

Contract Formulation, Modification, & Termination

Contract Administration

Approval of Contracts, Bonds, & Certificates of Insurance

All contracts under this Policy shall be subject to the City Attorney or designee's approval as to form and legality. All contracts shall be executed by the City Commission, City Manager, or designee in his or her absence. All bonds and certificates of insurance required by this Policy shall be subject to review and approval by the Procurement Division and Department Director or designee.

Types of Contracts

Itemized firm price contracting is the preferred method; however, any type that will promote the City's best interests may be used. A time and materials, cost plus, or cost-reimbursement contract may be used when a determination has been made by the Department Director or designee that such contract is likely to be less costly to the City than any other type or that it is impractical to obtain the supplies, services or construction required except under such a contract.

Multi-Term contracts

Specified period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period deemed to be in the best interest of the City, 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 first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission.

Cancellation due to unavailability of funds in succeeding fiscal periods. When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period, the contract shall be canceled. The contract shall contain the above-stated language as an express term thereof.

Bid & Contract Requirements

Item Specifications

Departments are responsible for providing the Procurement Division with sufficient specifications on requested items. A specification may be as simple as a manufacturer name and part number when such information is common to the industry and identifies the item allowing competing vendors to cross-reference their product line or as complicated as multiple-page specifications of formal bids. Adequate specifications will meet the following criteria.

a. Non-proprietary unless certified as sole-source.
b. Contain a clear and concise description of the item requested.
c. Identify quality consistent with need. Avoid specifications that unnecessarily add to the unit price.
d. Specifications must be checked for compliance.

Specifications may describe the physical and technical attributes of the item requested, such as size, weight, output, horsepower, power requirements, version, etc., or maybe performance-based where the desired function is described rather than the physical/technical characteristics.

A specification should avoid explicit statements such as twenty-one inches (21") high, 50 HP, etc. unless there is a justifiable requirement for that exact specification. Minimum/maximum requirements are acceptable and usually provide a baseline requirement that several vendors can meet.

Brand names may be suggested in a specification when qualified as "Brand X or equal." The use of brand names should be discouraged unless there is no other reasonable way to describe the item being requested or no other satisfactory item is known to exist. Brand name specifications will typically require additional justification as a sole source.

Bond & Insurance

Besides construction work or service contracts, bid, payment, or performance bonds will not usually be required. City of Kissimmee Code provides for the City Manager to determine performance bond requirements, or the waiver thereof, for contracts of $100,000 or less, and the Commission to assess bond requirements, or the waiver thereof, for contracts over $100,000 but less than $200,000. A performance bond equal to one hundred percent (100%) of the bid price is required for bids over $200,000, which may be a bond issued by a properly licensed surety company or any other security acceptable to the City of Kissimmee. The requirement for a bid bond will be at the discretion of the Purchasing Agent and will generally be five percent (5%) of the contract price. Insurance requirements for all bids that provide a potential for claims against the City of Kissimmee will be determined by Risk Management. Bid specifications and any

pertinent information on potential liabilities will be forwarded to Risk Management for review and recommendations. Bond and insurance requirements will be specifically detailed in the "Special Provisions" Section of the General Requirements of a bid package.

Requirement of good faith; background investigation

This Policy requires all parties involved in the bidding, proposing, negotiation, performance, or administration of City contracts to act in good faith. As part of the evaluation process, the City may conduct a background investigation of bidders and proposers or other investigations consistent with Federal Law, Florida Statutes, or any administrative code of any agency or department of the Federal or State Government. Submission of a bid or proposal constitutes acknowledgment of this process and consent to such investigation.

Right to Inspect Facilities

The City may at reasonable times inspect the facility or place of business of any contractor or sub-contractor related to the performance of any contract awarded or to be awarded by the City. Inspections may be conducted with little or no notice.

Right to Inspect Records

Before or after the award of a bid or contract, the City shall be entitled to inspect the books, records, and supporting documents of a contractor or any sub-contractor to the extent that such books and records relating to the business practice compliance and performance of such contract or subcontract. Records will be made available no more than two (2) working days from the date of receipt of the request. Such books and records shall be maintained by the contractor as prescribed by law.

Reporting of Anti-Competitive Practices

When for any reason, collusion or other anti-competitive practices are suspected among any businesses, a notice of the relevant facts shall be transmitted to the City Attorney for investigation and recommended action.

Davis Bacon Act (DBA)

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts over $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors working on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts over $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Modification & Termination of Contracts

Subject to review and approval by the City Attorney or designee, the City Manager or designee is authorized to adopt regulations permitting or requiring the inclusion of clauses providing for or relating to change orders, modifications, or adjustments in prices, time of performance, or other contract provisions. Subject to review and approval by the City Attorney or designee, the City Manager or designee is authorized to add contract clauses including, but not limited to, remedies covering the following subjects:

a. Liquidated damages as appropriate.

b. Specified excuses for delay or non-performance.

c. Termination of the contract for default.

d. Termination in whole or in part for the convenience of the City.

e. Insurance, bonds, letter of credit requirements, and hold harmless and indemnity provisions.

Contractual Remedies

The City Manager shall have the authority to suspend a business or person from consideration for awarding bids/contracts if there is sufficient cause. The suspension shall not exceed a maximum period of one (1) year. The City Manager shall have the authority to debar a person from consideration for awarding bids/contracts if there is sufficient cause. The debarment shall not exceed a maximum period of five (5) years. Decisions of the City Manager to suspend or debar may be appealed, in writing, to the City Commission within fourteen (14) calendar days from the date on the Notice of Debarment or Notice of Suspension. Causes for debarment or suspension - The causes for debarment or suspension include, but are not limited to, the following:

a. Conviction or commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract or incident to the performance

of such contract or subcontract.

b. Conviction under state or federal statutes of a public entity crime, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving of stolen property, labor law violations, immigration law violations, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a contractor.

c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

d. Violation of material bid/contract provision.

    1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the bid/contract or,

    2. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more bids/contracts, consideration may be given in case of failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor.

e. Any other cause/material factor which adversely affects the responsibility as a City contractor or potential City Contractor, including suspension/debarment by another governmental entity for any of the causes listed in this section or violation of the City's ethical standards.

f. Reputation of a bid/contract by failure to provide bonds, insurance, or other required certificates before awarding the contract.

g. Expiration or revocation of licenses required or failure to renew licenses required.

h. Refusal to accept an agreement or contract or perform an agreement or contract conformance with the bid requirements.

i. Overall performance of a contract has been evaluated in writing as "poor" or "unsatisfactory" by the Department Director.

j. Presence of principals or corporate officers in the business or concern, who were principals or corporate officers or directors within another business at the time when the other business was suspended or debarred within the last five (5) years under the provisions of this section.

k. Violation of the ethical standards outlined in City, State, and Federal laws or regulations.

    1. Decision - A decision to suspend or debar shall be issued in writing to a

business from the City Attorney or designee and shall:

a. State the reason(s) for the action taken.

b. State the period of suspension/debarment.

c. Inform the suspended or debarred business of their right to administrative review as provided in this policy.

2. Notice of Decision - A copy of the decision under this section shall be mailed or otherwise furnished to the suspended or debarred business and any other affected party.

Vendor Relationships

The relationship between the purchaser and the seller is one of mutual respect, trust, and understanding. Each must have the highest regard and sense of fairness toward the other. No contract that proves unsatisfactory to the vendor can be regarded as satisfactory to the buyer. It is the responsibility of the Procurement Division to establish a relationship of mutual confidence, and the Procurement Division must be aware of all dialogue between the departments and a supplier. Departments should not circumvent the Procurement Division by encouraging direct visits from suppliers; such practice results in a loss of productive person-hours and reduces the City of Kissimmee's quantity buying power. The following procedures shall be observed:

a. All sales representatives will be received by the Procurement Division promptly and courteously. Procurement may refer sales representatives to individual departments, mainly when the product or service is of a technical nature.

b. All useful information received by the Procurement Division from interviews, catalogs, advertising, etc., will be available to all departments.

c. Typically, all correspondence with suppliers shall originate in the Procurement Division. When necessary for the departments to correspond with vendors on technical matters, copies of such correspondence should be forwarded to the Procurement Division with any resulting purchase request.

d. No gratuity offered by a vendor which can be perceived as a personal gain will be accepted by any City of Kissimmee employee. No City of Kissimmee employee shall be obligated in any way to any vendor. Each vendor shall receive the same impartial consideration.

e. The City of Kissimmee recognizes and supports equal opportunity for all vendors to competitively participate in providing goods and services to meet the City of Kissimmee's requirements. The Procurement Division will maintain as part of the vendor information file identification of vendors meeting the State Statute criteria as a minority vendor. This information may be considered when bid evaluation factors such as price, delivery, etc., are essentially equal between two (2) competing vendors.

General Administration

Procurement Division Records

The Procurement Division shall maintain the following records:

a. Purchase Order File: Purchase Orders will be retained for five (5) fiscal years. As of October 1, 2011, all purchase orders are available electronically under purchase order inquiry in the City's financial software application.

b. Bid File: All current year sealed bids received shall be maintained in a bid file located in the Procurement Office except those bids administered by other departments. Prior year bid files will be archived either in the Procurement File Area. Bid files will be retained as follows: successful Capital Improvement bids are retained for ten (10) years; unsuccessful Capital Improvement bids are retained for five (5) years; Non-Capital Improvement bids are retained for five (5) years. Departments other than the Procurement Division are responsible for maintaining the bid files for bids administered by that department.

c. Bid Specifications: Copies of bid specifications will be maintained electronically with a hard copy in the Bid File.

Consultant's Competitive Negotiation Act

The purpose of this is to establish a standard procedure for selecting firms providing professional services to the City of Kissimmee per Section 287.055, Florida Statutes, known as the "Consultant's Competitive Negotiation Act."

Preference to Businesses with Drug-Free Workplace Programs

a. Whenever two (2) or more bids, which are considered equal with respect to price, quality, and service, are received by the City of Kissimmee for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process. In order to have a drug-free workplace program, a business shall:

b. 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.

c. 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.

d. Give each employee engaged in providing the commodities or contractual services under bid a copy of the statement.

e. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

f. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community for any employee who is so convicted.

g. Make a reasonable faith effort to maintain a drug-free workplace through the implementation of this section.

Definitions

The words and terms defined in this section as used throughout this Procurement Policy and other correlating Procurement policies and procedures shall have meanings set forth below unless the context in which they are used requires a different meaning or a different definition is prescribed for a particular section or portion thereof.

Agency - A separate entity established by the City Commission, which the City Commission controls the appointment and removal of the majority of the governing board, i.e., Stevens Dependent Special District (DSD) and City of Kissimmee Redevelopment Agency (CRA).

Bid Bond - A form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into and satisfactorily complete the contract within a specified time and furnish any required performance bond.

Business - Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other legal entity through which business is conducted.

Business Day - Any day the City Hall offices are open for normal business.

Change Order - (A.) A written order signed and issued by the Procurement Services Department, directing the vendor to make changes to the purchase order. (B.) An amendment to an existing contract between the City and a contractor adding to, deleting from, or otherwise altering the scope of work outlined in contract documents caused by unforeseen field conditions, errors, or omissions on design documents for the benefit of the City.

City - The City of Kissimmee, Florida shall include the Mayor, City Commission, any department, division, officer, board, committee, institution, agency, or other establishment or official of the government of the City.

City Commission - The City Commission of the City of Kissimmee, Florida.

Commodity - Any of the various supplies, materials, goods, merchandise, food, equipment, and other personal property acquired by the City for any public purpose.

Competitive Sealed Bids or Competitive Sealed Proposals - Receipt of one or more sealed bids or proposals submitted by responsive and qualified vendors as may be specified or required in the invitation to bid or request for proposals.

Construction - The process of building, altering, repairing, improving, or demolishing any structure, building, roadway, or other improvements to any real property. It does not include the routine operation, routine repair, or maintenance of existing structures, buildings, or real property.

Contract - All types of City agreements, regardless of what they may be called, for the purchase or disposal of supplies or services. This includes contracts for a fixed price, cost, cost plus a fixed fee, or incentive contracts, design-build contracts, contracts providing for the issuance of job or task orders, leases, letter contracts, and purchase orders. This also includes supplemental agreements concerning any of the preceding.

Contract Modification - Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract.

Contractor - Any business or person having a contract with the City, also referred to as a supplier or vendor.

Cooperative Purchasing - Procurement conducted by or on behalf of more than one governmental unit, including state contracts, GSA contracts, and interlocal agreements. This is usually limited to contracting for price and terms with actual purchases remaining with the Buyer.

Data - Recorded information regardless of form or characteristic.

Debarment - A disqualification of a business or person from receiving invitations for bids or requests for proposals or the award of contracts by the City, because of previous illegal or irresponsible action, for a specified period commensurate with the gravity of the offense or the failure or the inadequacy of performance.

Design-Build Contract - A single contract with a design-build firm for the design and construction of a City construction project.

Design-Build Firm - A partnership, corporation, or other legal entity that:

a. Is certified under F.S. 489.119, as amended, to engage in contracting through a licensed or registered general contractor or a certified or registered building contractor as the qualifying agent; or

b. Is certified under F.S. 471.023, as amended, to practice or to offer to practice engineering; certified under F.S. 481.219, as amended, to practice or to offer to practice architecture; or certified under F.S. 481.319, as amended, to practice or to offer to practice landscape architecture.

Design Criteria Package - Concise, performance-oriented drawings or specifications of a City construction project, the purpose of which is to furnish sufficient information to permit design-build firms to prepare a bid or a response to a City request for proposal or to enter into a negotiated design-build contract. The package must specify performance-based criteria for the City construction project, including, but not limited to, the legal description of the site, survey information, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements,

provisions for utilities, stormwater retention, and disposal, and parking requirements, any or all as they may apply to the project.

Design Criteria Professional - A firm holding a current certificate of registration under F.S. 481, as amended, to practice architecture or landscape architecture or a firm who has a current certification as a registered engineer under F.S. 471, as amended, to practice engineering and who is employed by or under contract to the City for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Designee - A person who has been given the full authority of the designator for specific tasks.

Department Director(s) - The appointed heads of each Department of the City of Kissimmee, who serve at the pleasure of the City Manager and are responsible for the purchases and expenditures of their respective Departments/Divisions as defined by the City's Organizational Chart.

Exceptional Purchase - Any purchase of commodities or contractual services excepted by law or this Policy from the requirements for competitive solicitation or acquisition, including, but not limited to, purchases from a single source; purchases upon receipt of less than three responsive quotes, bids, or proposals; and exceptions granted by the City Manager or designee upon receipt of written justification from the requesting department.

Financial Interest -

a. Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the last year has received, is presently, or in the future may receive any financial benefit.
b. Ownership of any interest in any business except publicly held stock.
c. Holding a compensated position in a business, such as an officer, director, trustee, partner, employee, or similar position or holding any management position.

Invitation for Bid (IFB) - All documents, including those attached or incorporated by reference, utilized for soliciting bids. Invitations to bid will be used when the City can precisely define the scope of work for which a contractual service is required or when the City can establish precise specifications defining the actual commodity or group of commodities required. This may also include, but is not limited to, the scope of work in the form of a definition of requirements as enumerated in the job specifications, drawings, and blueprints. A written invitation to bid includes a solicitation published and transmitted by electronic means.

Local Vendor – Person, firms, and corporations that have a physical business address within the geographical boundaries of Osceola County.

Office of - For this Policy, "Office of" shall be construed to include a department or division.

Open Market Purchase or Open Market - A freely competitive market in which competition determines prices.

Owner - The City of Kissimmee, 101 Church Street, Kissimmee, Florida 34741.

Performance Bond - A bond of a contractor/vendor in which a surety guarantees to the City that the work/services will be performed in accordance with the contract documents.

Person - Any business, individual, union, committee, club, or other organization or group of individuals.

Piggyback Bids and Joint Bids and Contracts - (A) The City Manager or designee may utilize other government entities' established bids, including state contracts, GSA contracts, and interlocal agreements. (B) The City Manager or designee may join other government entities to develop joint bids and contracts. This is usually limited to contracting for price and terms with actual purchases remaining with the Buyer.
Policy - The Procurement Policy of the City of Kissimmee, Florida, as adopted by Resolution by the City Commission of the City of Kissimmee.

Pre-Qualified Contractors - Bona fide licensed construction or service contractors selected through a competitive sealed request for qualifications selection process later to provide construction or other services on a project-by-project.

Procurement - Buying, purchasing, renting, leasing, or obtaining supplies, services, construction, or another item (s). It also includes all functions that pertain to getting supplies, services, construction, or any other item(s), including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Procurement Officer - Any person duly authorized to administer commodity and service contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

Professional Services - Services within the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida or those so performed in connection with said professional employment or practice. All such services are subject to procurement under F.S.287.055, known as the "Consultants' Competitive Negotiation Act."

Project - A fixed capital outlay, study, or planning activity.

Purchase Order(s) - A legal document authorizing the purchase and payment of supplies, equipment, or services in accordance with the stated terms and conditions listed therein.

Quotation - An electronic transmission, verbal or written offer, proposal, or price submitted by responsive and qualified vendors.

Requests for Proposal (RFP) - All documents, including those attached or incorporated by reference, utilized for soliciting proposals. A written solicitation includes a solicitation published and transmitted by electronic means. An RFP is to be used when the City is incapable of explicitly defining the scope of work for which the commodity, group of commodities, or contractual services is required and when the City is requesting that a qualified offer or proposal of a commodity, group of commodities, or contractual services to meet the specifications of the solicitation document. RFPs shall state the relative importance of price and other evaluation criteria but need not do so in any rank order. The RFP may become a part of the purchase order or contract.

Request for Qualifications (RFQ) - Vendors are required to provide a formal substantiation of credentials, certifications, qualifications, and financial wherewithal, which demonstrate capability in all respects to perform the contract requirements fully. Among the factors to be considered in an RFQ are competency, adequacy of personnel, past record, and experience of the person or business and its employees.

Responsible Vendor (F.S. 287.012, as amended) - A vendor capable of fully performing the contract requirements and the integrity and reliability that will assure good faith performance. (Vendor, Bidder, or Proposer are interchangeable terms)

Responsive Bid, Responsive Proposal, or Responsive Reply (F.S. 287.012, as amended) - A bid, proposal, or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. (Vendor, Bidder, or Proposer are interchangeable terms.)

Responsive Vendor (F.S. 287.012, as amended) - A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation. (Vendor, Bidder, or Proposer are interchangeable terms.)

Selection Team/Evaluation Committee - At least three individuals having experience and knowledge in the specific area shall be appointed by the Procurement Services Director in coordination with the user or receiving department to evaluate all proposals or bids received through a competitive process. In some instances, as Florida Statute requires, the City Manager or the City Commission may request elected officials or community members to serve on a selection team.

Service(s) - The furnishing of labor, time, or effort by a contractor, not involving delivering a specific end product other than reports that are merely incidental to the required performance. This term includes “professional services” except professional architectural, engineering, landscape architectural, and land surveying and mapping services but does not include employment agreements or collective bargaining agreements.

Single (Sole) Source Procurement - A contract for purchasing goods and services entered after soliciting and negotiating with only one source, usually because of the technology or uniqueness required.

Specifications - The general term comprising all the directions, provisions, and requirements contained herein, entitled "Specifications," those portions of standard specifications to which reference is made explicitly in the specifications, and any addenda

that may be issued to the Contract, all describing the manner of performing the work, including detailed technical requirements as to labor, materials, equipment, and methods by which such work is to be performed.

Supplies - All personal property including, but not limited to, equipment, furnishings, fuels and lubricants, materials, printing, insurance, and leases.

Surety - An organization which, for consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1 annually, as amended. As amended, the surety must hold a certificate of authority as an acceptable surety from the State of Florida, per F.S. 624. The surety company must be admitted to do business in the State of Florida and otherwise acceptable to the City. The surety must have a rating from AM Best that meets or exceeds the City's Risk Management requirements.

Surplus and Obsolete Supplies - Any supplies, vehicles, equipment, or other personal property no longer having any use to the City or agency. This includes excess or obsolete supplies or equipment, scrap materials, and non-expendable supplies that have completed their useful life cycle or are no longer required.

Suspension - The disqualification of a business or person from receiving invitations to bid or requests for proposals/qualifications or the award of a contract by the City for a given period. (See Debarment.)

Using Department or Agency - Any department, division, commission, board, bureau, committee, institution, authority, another establishment, or official of the City that utilizes any supplies, services, or other item procured under this Policy.

Procurement Authority & Procedures

The following approval structure shall be used to procure all goods and services:

> $75,000	The City Commission shall have the authority to award contracts or task authorizations with a dollar amount above $50,000.00. The City Commission may delegate authority to the City Manager to renew or increase the not to exceed the amount of an approved contract.
> 25,000 and less than $75,000	The City Manager or his/her designated representative shall have the authority to award contracts and authorize purchases in this category within those defined requirements for price quotations or a Sealed Bid process.
> $10,000 and less than $25,000	The Department Director or his/her designee shall have the authority to award contracts and authorize purchases in this category within those defined requirements for price quotations or a Sealed Bid process.
> $3,000 and less than $10,000	A Division Manager or his/her designee shall have the authority to award contracts and authorize purchases in this category within those defined requirements for price quotations or a Sealed Bid process.
< $3,000	Department Directors shall establish internal purchasing authority for purchases in this category.

Competitive Solicitation & Selection

Expect for exemptions outlined in this policy, employees shall use the appropriate form of competitive pricing as outlined below based on the cost of an item, group of items, or services:

> $50,000	Any form of procurement in this category shall be made by first securing competitive sealed bids or proposals. The requirement for a sealed bid process shall no way be construed as limiting the number of bids or proposals solicited and as many competitive bids or proposals should be secured as possible to be consistent with good purchasing practices.
> $3,000 and less than $50,000	Any form of procurement in this category shall be made in the open market and require written competitive quotes. All open market quotes shall, whenever feasible, be based on at least three competitive quotes that are verbal, written, or electronically submitted by a responsive and qualified vendor and shall be awarded to the lowest responsible and responsive bidder in accordance with this policy. All written quotes, or justifications for non-responsive vendors, documentation shall be attached to the requisition or purchasing card transaction.
< $3,000	Any form of procurement in this category may occur without a need for competitive pricing or written quotations as long as a good faith attempt to obtain quality products from a reputable vendor at a reasonable price occurs.

PROCUREMENT TRANSACTIONS SURVEY	City of Kissimmee (Current)		KUA		City of Winter Park		City of Clermont		City of Casselberry		City of Sanford		Lake County		City of Stuart		City of Lake City		Orange County		City of Tampa		City of Leesburg		Osceola County		City of Apopka		Seminole County		City of Ocoee		City of Orlando		City of Longwood		City of Cocoa		Volusia County	
	Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)		Range ($ amt)	
Solicitation Thresholds and Approval Authority	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To	From	To
No Quotes	$0	$1,000	$0	$3,500	$0	<$3,000	$0	$5,000		<$5,000		<$2,500	$0	<$1,000	$0	$5,000	$0	<$2,500	$0	$10,000	$0	<$2,000	$0	$1,000	$0	<$1,000	$0	<$2,500			$0	<$5,000	$0	<$5,000	$0	$2,000	$0	<$1,000	$0	<$3,000
Informal Quotes - Written	$1,000	<$25,000	$3,500	<$50,000	$3,000	<$50,000	$5,000	<$15,000	$5,000	<$10,000	$2,500	<$10,000	$1,000	<$25,000	$10,000	$25,000	$10,000	<$20,000	$0	$100,000	All quotes are received electronically	All quotes are received electronically	$5,000	<$25,000	>$1,000	$5,000	$2,500	<$25,000	$0.01	<$10,000	$5,000 $10,000 $25,000	<$10,000 <$25,000 <$50,000	$5,000	<$20,000	$10,001	$50,000	$3,000	$35,000	$10,000	$25,000
Formal Invitation to/for Bid (IFB or ITB)	$25,000	and over	$50,000	and over	$50,000	and over	$25,000	and over	$50,000	and over	$50,000	and over	$25,000	and over	$25,000	and over	$20,000	and over	$150,000	and over	$25,000	And above	$25,000	and over	$50,000	and over	$25,000	and over	$50,000	and over	$50,000	and over	$100,000	and over	$50,001	and over	$35,000	and over	$50,000	and over
Formal Request for Proposal (RFP)	$25,000	and over	$50,000	and over	$50,000	and over	$25,000	and over	$50,000	and over	$50,000	and over	$25,000	and over	$25,000	and over	$20,000	and over	$150,000	and over	$25,000	And above	$25,000	and over	N/A	N/A	$25,000	and over	$50,000	and over	$50,000	and over	$100,000	and over	$50,001	and over	$35,000	and over	$50,000	and over
At what dollar amount does formal solicitations require Commission/Board approval?	over $50,000		$100,000 and above		>$75,000		$50,000 and over		$50,000 and over		$50,000 and over		$25,000 and over		$50,000 and over		$20,000 and over		>$100,000		$100,000 and above		$25,000		$100,000 and over		$25,000 and over		$100,000		$50,000 and over		$100,000 and over		$50,000+		$50,000 and over		$50,000 and over	
pCards																																								
pCards - Min./Max. Purchase Amt	Threshold varies by pCard holder				$0	$50,000 (a)	$0	$5,000	$0	$5,000 (a)	$0	$2,500	$1	$1,000	$1,000	varies	Depends on Dept Head Request		$0	$10,000	$0	<$2,000	$0	$,5000	$0	varies	We do not currently have a pcard policy or program initiated. Credit cards are checked out of Finance for requisitions assigned to the credit card vendor. P-cards/policy will be forthcoming to Apopka.			<$1,000 per item		$0	$5,000 STL	$1	<$1,000	$0	$2,000	$0	$1,500	$0	<$1,000		
Allow contract purchases on pCard (Yes/No)	Yes, when linked to PO				Yes		Yes, PO required		Services exluded		No		Yes		Yes		No, PO required		No		Yes		Yes		Yes, if amount is within cardholder spending limits				No		Yes		Yes		No		No, PO req'd		No	
If yes, who is responsible for verifying contract pricing on pCard purchases?	Departments				End User & Procurement		Contract prices are available in BidSync, maintained by						Dept, Dept Mgmt, & Procurement		End User						End User		N/A		End User Dept				N/A		End User Dept		pCard holder		N/A					
Allow pCards for Capital Asset Purchases (Yes/No)	Yes, when linked to a PO				Yes		Yes, PP required				No		No, PO req'd		Yes		Only if pre-approved with Procurement		Yes		No		No. Asset level is >$5,000		No, PO is required				No		No. Exceptions upon approval		No, PO required		Yes, authroization required		No, PO req'd		No	
Capital Assets																																								
Amount that Capital Equipment/Capital Project must be tagged as an asset	over $1,000		over $5,000		Equipment > $5,000 Project > $25,000		over $1,000		over $5,000		over $5,000		over $1,000		over $1,000		over $1,000		$1,000		over $1,000		over $5,000		Over $1,000 or useful life of more than 1 yr		Over $1,000		Over $1,000		$1,000 and over		$5,000 and over		over $1,000		$5,000		$1,000	

NOTICE OF PUBLIC HEARING AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, September 12, 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, September 26, 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 # 23-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 2, PURCHASING POLICY, SECTION 2-810, PURCHASE ORDER AMOUNTS; REQUIREMENTS; INCREASING THE CITY MANAGER PURCHASE ORDER AUTHORITY; 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).

Column

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: W6ZoVRunbsuns0lmfjh9 | **Proof Updated: Aug. 24, 2023 at 11:58am EDT**
Notice Name: Proposed ORD 23-14: Increase CM PO Authority

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 cityclerkemail@kissimmee.gov (407) 518-2309	Osceola News-Gazette

Columns Wide: 2 **Ad Class:** Legals

09/07/2023: Legal and Public Notice	63.29

Subtotal	$63.29
Tax %	0
Processing Fee	$6.33
Total	**$69.62**

See Proof on Next Page

ITEM 4.D

Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance (Continued to September 26, 2023 for First Reading and October 3, 2023 for Second and Final Reading - Re-advertising)

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Staff requests the Public Hearing be announced for the originally proposed and advertised Public Hearings for Proposed Ordinance # 23-18.

Explanation

The Public Hearing will be announced should there be any members of the public present to comment. This ordinance will be continued and re-advertised for First Reading on September 26, 2023 and Second and Final Reading on October 3, 2023 pursuant to the motion approved at the August 15, 2023 commission meeting.

Recommendation

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter: Mike Steigerwald

Attachment(s):

1. Parks and Recreation Impact Fee Ordinance with Exhibit A
2. Proposed ORD 23-18 Advertisement - Parks and Rec Impact Fees (Publication Date 08-10-2023)
3. Proposed Ordinance #23-18 - Parks and Recreation Impact Fee Affidvait

PROPOSED ORDINANCE NO. 23-18
ORDINANCE NO. _____

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida (the "City") is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and may exercise its governmental, corporate, and proprietary powers for municipal purposes, including regulation in furtherance of the public health, safety, and welfare; and

WHEREAS, in Sec. 163.31801, Florida Statutes, the Florida Legislature finds that "impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth," and that "impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction;" and

WHEREAS, the City Commission of the City (the "Commission") previously enacted the "Kissimmee Parks and Recreational Impact Fee Ordinance," City Code Secs. 28-105 through 28-116, which was last updated on March 10, 2009 and provides for an assessment of parks and recreational impact fees in the City; and

WHEREAS, the City retained Raftelis Financial Consultants, Inc. ("Raftelis") to review and update the City's parks and recreational impact fee and to develop police and fire impact fees; and

WHEREAS, Raftelis prepared a "City of Kissimmee 2023 Municipal Impact Fee Study" dated May 24, 2023 (the "Raftelis Study"), which also serves as a "demonstrated needs study" demonstrating the extraordinary circumstances necessitating the need to exceed the phase-in limitations found in Sec. 163.31801(6)(b), (c), and (d), Florida Statutes; and

WHEREAS, the Commission finds that the Raftelis Study was based upon the most recent and localized data available as required by Sec. 163.31801(4)(a), Florida Statutes, and hereby approves, adopts, and incorporates into this ordinance the Raftelis Study as **Exhibit A** to this ordinance; and

WHEREAS, the Raftelis Study proposed that the City increase Parks and Recreation Impact Fees 100.8% from the existing level for single family dwellings, duplexes, townhouses and triplexes from $1200.00 to $2410.00, 178.0% for mobile homes from $867.06 to $2410.00, and 107.9% for multi-family residential dwelling units from $1062.71 to $2048.00; and

WHEREAS, the Commission accepts the parks and recreational impact fee increase proposal from the Raftelis Study for the reasons provided below; and

WHEREAS, the City currently maintains twenty (20) existing parks and recreation facilities encompassing approximately 982.80 acres that provide amenities including playgrounds, baseball and softball fields, community centers, and athletic centers that provide a level of service to existing residents of 11.89 acres of park and recreational lands per 1,000 residents; and

WHEREAS, the Commission finds that the Parks and Recreation Department operates these parks and recreational facilities throughout the City, and that citizens of Kissimmee actually use and benefit from parks and recreational facilities no matter where they are located in the City, and;

WHEREAS, the Raftelis Study found that the City is anticipated to experience a population increase of 30,671 residents and the addition of 11,000 new residential units over the next ten (10) years; and

WHEREAS, the Commission finds that if the City does not add parks and recreational facilities or expand existing ones by 2032, then the level of service for parks and recreational facilities for the City's residents will be inadequate; and

WHEREAS, the Commission, hereby finds that new residential development in the City requires additional parks and recreational facilities for operation by the City's Parks and Recreation Department; and

WHEREAS, the Commission hereby finds that new residential development should pay a portion of the overall costs related to the additional and existing parks and recreational facilities and capital expenditures needed to accommodate such new development; and

WHEREAS, the Commission hereby finds that it is the purpose of this ordinance to ensure the provision of an adequate level of parks and recreation service throughout the City so that new development may occur in a manner that maintains an adequate level of service for parks and recreational facilities; and

WHEREAS, the Commission hereby finds that it is the purpose of this ordinance to require new residential development to bear a portion of the overall capital costs related to parks and recreational facilities and capital expenditures made necessary by such new development; and

WHEREAS, the Commission hereby finds that impact fees provide a reasonable and fair method of regulating new development to ensure that such new development pays a portion of the capital costs of parks and recreation services necessary to accommodate such new development; and

WHEREAS, the Commission hereby finds that (1) the provision of parks and recreational facilities is an important government good or service, (2) that all new residential development creates an impact upon the cost of providing parks and recreational facilities, and that (3) the cost of providing parks and recreational facilities varies depending upon whether the type of residential development is a multi-family residential dwelling unit or single family dwelling, including a manufactured or mobile home and a dwelling unit within a duplex, townhouse, or triplex; and

WHEREAS, the Commission hereby finds that the additional impact imposed by new residential development upon the capital costs of providing parks and recreational facilities occurs at the time that the new development actually occurs; and

WHEREAS, the Commission hereby finds that maintaining an adequate level of service for parks and recreational facilities is essential to and in the best interests of the public health, safety, and general welfare of the citizens of the City; and

WHEREAS, the intent of the Commission is that impact fees imposed pursuant to this ordinance be used to pay only for the capital costs associated with the additional parks and recreational facilities required for new residential development in the City and recoupment of the portion of the costs of existing and planned parks and recreational facilities that will serve new residential development in the City; and

WHEREAS, the Commission hereby finds, based on the Raftelis Study, that a reasonable relationship, or rational nexus, exists between the need for additional parks and recreational facilities and the growth in population generated by new residential development; and

WHEREAS, the Commission hereby finds, based on the Raftelis Study, that a reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and the benefits of new parks and recreational facilities accruing to new residential development; and

WHEREAS, the Commission finds that the Capital Improvement Plan includes the construction Lancaster Ranch Park, which is a regional park that is intended to serve all of the citizens of the City, expansions and upgrades to existing parks, and the establishment of a new regional park in the Northwest Quadrant of the City and a new regional recreational facility in the Northeast Quadrant of the City over the next ten (10) years and that all these parks and recreation related capital expenditures will very directly benefit new residential development as regional parks are designed to functionally serve the entire community of Kissimmee and the new park and recreational facility will be built near geographic areas expected to experience high residential growth; and

WHEREAS, the Commission finds that the Raftelis Study conservatively estimates the total cost of growth-related parks and recreation capital improvements because the Raftelis Study excludes consideration of the Fieldhouse at Lancaster Ranch Park, a major planned capital improvement, because the City hopes to rely on a public-private partnership to offset some or all of the cost of the Fieldhouse; and

WHEREAS, the Commission finds the City has invested, using original costs less depreciation, $61.5 million in the existing 20 parks and recreational facilities, that the City anticipated that such parks and recreational facilities would also serve new residential development, and that the City's previous investment in these parks and facilities will directly benefit new residential development; and

WHEREAS, the Commission finds that, according to the Raftelis Study, the City's current parks and recreational impact fee rate is among the lowest of other municipalities in our region; and

WHEREAS, the Commission specifically adopts the finding from the Raftelis Study that recent large inflationary cost increases and the need for additional capital improvements based on a considerable increase in population growth are extraordinary circumstances that justify increasing the parks and recreational impact fee beyond the phase-in limitations found in Sec. 163.31801(6)(b), (c), and (d), Florida Statutes; and

WHEREAS, the Commission finds that the proposed increase in the park and recreational impact fee is reasonable in light of the Raftelis Study's findings that, within our county, Osceola County imposes a parks and recreational impact fee of $2,305.00 for each single family residential unit and the City of St. Cloud imposes a parks and recreational impact fee of $2,865.00 for each single family residential unit; and

WHEREAS, the City held two publicly noticed workshops on July 18, 2023 and July 25, 2023 dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations found in Sec. 163.31801(6)(b), (c), and (d), Florida Statutes; and

WHEREAS, Sec. 163.31801(11), Florida Statutes, allows a municipality to provide an exception or waiver for impact fees for the development or construction of affordable housing; and

WHEREAS, the Commission seeks to avoid any adverse effects of affordable housing by providing for such a waiver.

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

SECTION 1. Chapter 28, Parks and Recreation, Article III, Impact Fees, Division 2, Recreational Impact Fees, of the Code of Ordinances of the City of Kissimmee, Florida is hereby renumbered as Chapter 9, Building and Building Regulations, Article XI, Parks and Recreational Impact Fees and amended to read as follows:

~~*DIVISION 2.*~~ **ARTICLE XI. – PARKS AND RECREATIONAL IMPACT FEES**[1]

Sec. 9-596~~28-105~~. Title, authority and applicability.

This ~~division~~ article shall be known and may be cited as the Kissimmee Parks and Recreational Impact Fee Ordinance. The provisions of this ~~division~~ article shall apply to all land development in the incorporated areas of the City, unless otherwise provided hereinafter. This ~~division~~ article and the obligations herein for payment of parks and recreational impact fees shall apply to all development projects that apply for a building permit ~~and/~~or a certificate of occupancy, unless otherwise provided hereinafter.

Sec. 9-597~~28-106~~. Findings.

To ensure development of adequate parks and recreational facilities for residents of the City, it is determined to be to the benefit of all residents of the City for there to be a parks and recreational impact fee to guarantee the acquisition, development and capital improvements for city parks and recreation areas to remain concurrent with growth. The city commission specifically finds that:

(1) The City Commission has reviewed and considered the 2023 Municipal Impact Fee Study (hereinafter "Study") conducted Raftelis Financial Consultants, dated May 24, 2023 and

[1]State law reference(s)—Authority to levy impact fees, F.S. § 163.3180~~12~~; requirement to disclose impact fees on bid requests, F.S. § 218.80.

hereby adopts and incorporates by reference its facts, findings and conclusions as the basis for this article. A copy of the report is in the office of the City Clerk.

(2) The Study is based on the most recent and localized data.

(~~1~~3) The City has the responsibility to provide community parks and recreational facilities, ~~The city parks and recreational areas~~ which benefit residents of the City ~~as well as the county~~.

(~~2~~ 4) Development necessitated by the residential growth contemplated in the Study ~~comprehensive plan~~ will require improvements and additions to parks and recreational facilities.

(~~4~~5) Future growth should contribute its fair share to the costs of improvements and additions to parks and recreational facilities to accommodate the demand of such growth.

(~~5~~6) The imposition of a parks and recreational impact fee is to provide a source of revenue to partially fund the construction of various improvements to the parks and recreation system of the City necessary to accommodate the demand of such growth.

~~(6) The city has the legal responsibility to collect parks and recreational impact fees for the city park system.~~

(7) The purpose of this ~~division~~ article is to regulate the development of land within the City by requiring payment of parks and recreational impact fees by residential development and to provide for ~~the costs of~~ capital improvements to the City park system, which are required to accommodate growth. This ~~division~~ article is not to be construed to permit the collection of parks and recreational impact fees in excess of the amount reasonably anticipated to offset the demand on the City park system generated by residential development.

(8) A reasonable relationship, or rational nexus, exists between the need for additional parks and recreational facilities and the growth in population generated by new residential development.

(9) A reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and the benefits of new parks and recreational facilities accruing to new residential development.

(10) A reasonable relationship, or rational nexus, exists between the expenditure of the funds collected pursuant to this ordinance and certain existing and planned parks and recreational facilities identified in the Study to the increased impact generated by new residential development.

(11) Proposed residential development is presumed to have the maximum incremental impact on the City's parks and recreational system as such impact is determined by the Study.

(12) The cost of providing parks and recreational facilities varies depending upon whether the type of residential development is a multi-family residential dwelling unit or single family dwelling, including a manufactured or mobile home or a dwelling unit within a duplex, townhouse, or triplex.

Sec. 9-598~~28-107~~. Impact fee imposed.

(a) The terms used in this section are defined in Part III, Land Development Code, Chapter 14-2 of this code.

(b) Unless Section 9-599 applies, ~~T~~there is hereby imposed for ~~all~~ each dwelling unit~~s~~ constructed within the City, an impact fee as follows:

(1) Single family dwelling ~~detached~~, manufactured home, mobile home, duplex, townhouse or triplex: $~~1,200.00~~ 2,410.00.

(2) ~~Multiple~~ Multi-family residential: $~~985.29~~ 2,048.00.

~~(3) Mobile home: $867.06.~~

(c) ~~In the event a development project involves a mixed use project~~ For mixed-use developments, ~~the~~ an impact fee~~s~~ shall be imposed for ~~calculated upon~~ each separate residential use ~~included in~~ within the mixed-use development ~~project~~.

Sec. 9-599~~28-108~~. Alternate impact fee calculation.

In the event an applicant believes that the impact to the City park system necessitated by its development project is less than assumed under the applicable impact fee category adopted in section ~~28-107~~9-598, such applicant may, prior to issuance of a building permit for the development project, file with the City Manager or their ~~his~~ designee an alternative impact fee study that seeks to establish an alternative fee using the methodology contained in the ~~2008 Impact Fee~~ Study adopted by the Commission. The City Manager shall review the alternative calculations of the fee and make a determination within thirty (30) days of receipt from the applicant as to whether such calculation complies with the requirements of this ~~division~~ article. Failure to render a decision within thirty (30) days shall be deemed a denial.

Sec. 9-600~~28-109~~. ~~Donation of land in lieu of money~~ Credits.

Credit against the park and recreational impact fee is available as follows:

(a) *Demolition, relocation, or cessation of use.* Persons or entities responsible for the demolition, relocation, or cessation of a residential unit are entitled to a credit against their subsequent parks and recreational impact fee liability, but the credit must be used within ten (10) years of issuance and a written request for the credit must be delivered to the Development Services Director within three years of the demolition, relocation, or cessation of use. Credit shall be issued in writing by the Development Services Director and shall be valued at the present parks and recreational impact fee rate for the type of residential unit that was subject to demolition, relocation, or cessation of use at the time the credit is used. Credit may be transferred to successors in interest to the land where the demolition, relocation, or abandonment occurred, but may not be transferred for use on other property.

(b) *Developer improvements*. Applicants are entitled to credit against their parks and recreational impact fee liability in an amount equal to the value of park improvements contributed to the City, provided that:

(1) The park or recreational facility or improvement is required by the city's Land Development Code; and

(2) The proposed park or recreational facility or improvement is reviewed and accepted by the Development Services Director; and

(3) The park or recreational facility or improvement is made directly by the applicant; and

(4) The City and the applicant enter into a parks impact fee credit agreement setting forth the terms and conditions of the credit, including but not limited to, the valuation of the contributed park or recreational facility or improvement, the assignability of credits, the timing of contributions, and the expiration of credits. Agreements entered into pursuant to this paragraph must be approved by the City Manager before any park or recreational facility or improvement is contributed to the City. The agreement may provide for execution by mortgagees, lienholders, or contract purchasers in addition to the applicant, and may permit any party to record the agreement in the official records of Osceola County. The City Manager may approve an agreement pursuant to this subsection only if they find that the agreement will fairly apportion the costs associated with providing new parks and recreational facilities consistent with Florida law relating to impact fees. Recognizing the extraordinary staff time involved with reviewing a proposed credit agreement, City Manager, through a written policy, may establish an appropriate fee for the submission of credit proposals pursuant to this subsection of this code.

(c) *Donations of land.* ~~When the payment of the parks and recreational impact fee exceeds $250,000.00, t~~ The City ~~commission~~ Manager may ~~at its~~ in their sole discretion accept a parks impact fee credit agreement, which complies with section 9-600(b)(4) of this code for the ~~dedication~~ donation of land in ~~lieu of money~~ exchange for a parks impact fee credit. The minimum useable acreage for each parcel eligible for this donation shall be five acres unless the land is for a specialty park such as a trail segment, pocket park, or a park adjacent to a body of water. The lands must be acceptable to the City in terms of suitable size, soil type, topography, dimensions, location and accessibility ~~have adequate road access, be dry~~ and be suitable for recreational purposes. Such lands deemed acceptable to the ~~commission~~ City Manager shall be conveyed to the City, fee simple absolute, free and clear of encumbrances. The City Manager may approve an agreement pursuant to subsection only if they find that the agreement will fairly apportion the costs associated with providing new parks and recreational facilities consistent with Florida law relating to impact fees.

Sec. 9-601~~28-110~~. Other recreational ~~restrictions~~ regulations.

The provisions of this ~~division~~ article are the minimum standards. Nothing in this ~~division~~ article shall be construed as prohibiting a developer from reserving other lands for recreational purposes in addition to the requirements of this ~~division~~ article. Furthermore, nothing contained in this ~~division~~ article shall be construed as a waiver, satisfaction, or omission of other open space or recreational standards or requirements required in subpart B.

Sec. 9-602~~28-111~~. ~~Exemptions~~ Waivers.

~~Commercial development/subdivisions shall be exempt from the requirements of this division.~~

The requirements of this article may be waived, in whole or in part, at the sole option of the City Manager or their designee for affordable housing that meets or exceeds the definition in sec. 420.9071, Florida Statues. The decision to grant a waiver and the value of that waiver will depend upon the level and duration of such affordability.

Sec. 9-603~~28-112~~. Payment.

(a) Except as otherwise provided in this ~~division~~ article, prior to the issuance of a building permit for a residential development project, an applicant shall pay the parks and recreational impact fee, as applicable. The applicable impact fee shall be paid directly to the City Manager or his designee.

(b) The obligation for payment of the impact fee shall run with the land.

(c) The payment of the impact fee shall be in addition to any other fees, charges or assessments of the city due upon the issuance of a building permit.

Sec. 9-604~~28-113~~. ~~Alternative collection method~~ Legal means of enforcement.

~~In the event the impact fee is not paid prior to the issuance of a building permit for the affected residential development project, the city may elect to collect the impact fee by any other method which is authorized by law.~~

Notwithstanding any other provision of this article, the City may enforce through any available legal means, including any appropriate action in the circuit court in and for Osceola County, Florida, its rights under this article against any person or entity subject to pay any impact fee hereunder, including but not limited to an action for injunctive relief in the event a building permit is issued without the payment of the proper impact fee, or an action for damages for the collection of impact fees due and payable.

Sec. 9-605~~28-114~~. Refund of fees paid.

(a) Any funds not expended or encumbered by the end of the calendar quarter immediately following ten (10) years from the date the impact fee was paid, shall, upon written application of the fee payer submitted to the city within 180 days of notification as hereafter provided, be returned to ~~him~~ the fee payer with no interest. Failure to submit a timely written application shall result in remittance of the fees paid to the parks and recreational fee trust fund and the fee payer's claim shall be barred. ~~The city shall send written notice to the fee payer of eligibility to make application for refund within six days of the date the fee becomes eligible for refund. Mailing to the fee payer's address as set forth on the building permit application shall be deemed sufficient.~~

(b) The petition for refund shall be submitted to the City Manager and shall contain:

(1) A notarized sworn statement that the petitioner is the current owner of the property on behalf of which the impact fee was paid.

(2) A copy of the dated receipt issued for payment of such fee or such other record as would indicate payment of such fee.

(3) A certified copy of the latest recorded deed.

(4) A copy of the most recent ad valorem tax bill.

(c) Within three (3) months from the date of receipt of a petition for refund, the City Manager will advise the owner of the status of the impact fee requested for refund, and if such impact fee has not been spent or encumbered within the applicable time period, then it shall be returned to the petitioner. The City ~~shall~~ may retain up to three (3%) percent of the impact

fee, based on the City's actual costs, to offset the costs of administering the refund. For the purposes of this ~~division~~ article, fees collected shall be deemed to be spent or encumbered on the basis of the first fee in, shall be the first fee out.

(d) All impact fees paid for a building permit which subsequently expires or is otherwise invalidated prior to completion of the permitted land development activity shall be nonrefundable subject to the appeal provisions in section ~~28-116~~9-607.

Sec. 9-606~~28-115~~. Use of impact fee proceeds.

(a) The Commission hereby establishes one separate trust account for the parks and recreational impact fee, which account shall be maintained separate and apart from all other accounts of the City, to ensure that all impact fee collections and expenditures are properly deposited, accounted for, reported, and appropriated in accordance with this ~~division~~ article and any other applicable legal requirements.

(b) All impact fees shall be deposited into this trust account immediately upon receipt. Interest accruing thereto shall be deposited into this account.

(c) Except as provided by subsection (i), ~~T~~ the monies deposited into this impact fee trust account shall be used solely for fixed capital expenditures or fixed capital outlay, excluding the cost of repairs and maintenance, associated with the ~~purpose of purchase~~, construct~~ing~~on, reconstruction or improv~~ing~~ement of parks and recreational facilities ~~included in~~ within the City, except according to subsections (g) and (h) below, that benefit new users and have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the parks and recreational facility into service. ~~may be used for:~~

~~(1) Design, engineering, and construction plan preparation;~~

~~(2) Permitting costs;~~

~~(3) Property acquisition, including any costs of acquisition or condemnation;~~

~~(4) Construction of new parks and recreation facilities and landscape when built concurrent with and part of a construction project;~~

~~(5) Construction of new drainage facilities in conjunction with park construction;~~

~~(6) Purchase and installation of traffic signals, and pavement markings with park construction;~~

~~(7) Construction of new curbs, medians, and shoulders when built concurrent with part of a park construction project;~~

~~(8) Relocating utilities to accommodate new park construction;~~

~~(9) Construction management and inspection;~~

~~(10) Surveying and soils and material testing;~~

~~(11) Repayment of monies transferred or borrowed from any budgetary fund of the city which were used to fund any growth-impacted construction or improvements as herein defined;~~

~~(12) Payment of principal and interest, necessary reserves and costs of issuance of any bonds or other indebtedness issued by the city to provide funds to construct or acquire growth capital improvements for parks and recreation;~~

~~(13) Park and recreation planning, design, development and engineering.~~

(d) The monies deposited into the impact fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense.

(e) Any monies on deposit which are not immediately necessary for expenditure may be invested by the City. All income derived from such investments shall be deposited in the impact fee trust account and used as provided herein.

(f) Each fiscal year the City Manager shall present to the City Commission, a proposed capital improvement program, which shall assign funds, including any accrued interest, from the impact fee trust fund, to specific park and recreation improvement projects and related expenses. Monies, including any accrued interest, not assigned to any fiscal year, shall be retained in the impact fee trust fund until the next fiscal year, except as provided by section ~~28-114~~9-605.

(g) The City may enter into an interlocal agreement with the county to contribute a portion of funds collected under this ~~division~~ article. The purpose of this agreement is to assist the county to defray the costs of county parks or recreational facilities that meet the needs of the City's park and recreational programs or services City residents.

(h) The City may enter into an interlocal agreement with the state to contribute a portion of the funds collected under this ~~division~~ article. The purpose of this agreement is to assist the state to defray the costs of state parks and recreational facilities that meet the City's park and recreational programs and services City residents.

(i) The City may retain up to three percent of all impact fees received, based on its actual costs, as an administrative fee to defray the costs of administering the impact fees.

Sec. 9-607~~28-116~~. Review hearings.

(a) An applicant or owner who is required to pay an impact fee shall have the right to request a review hearing.

(b) Such hearing shall be limited to the review of the following:

(1) The application or calculation of the impact fee; and

(2) The rejection of the alternative impact fee calculation.

(c) Such hearing shall be requested by the applicant or owner within thirty (30) days of the date of first receipt of the following:

(1) Notice that the impact fee is due; or

(2) Negative determination on a proposed alternative ~~road~~ impact fee calculation under section 9-599.

(3) Failure to request a hearing within the time provided shall be deemed a waiver of such right.

(d) The request for hearing shall be filed with the City Manager and shall contain the following:

(1) The name and address of the applicant or owner;

(2) The legal description of the property in question;

(3) If issued, the date the building permit and certificate of occupancy were issued;

(4) A description of the nature of the construction being undertaken;

(5) If paid, the date the impact fee was paid; and

(6) A statement of the reasons why the applicant or owner is requesting the hearing.

(e) Upon receipt of such request, the City Manager shall schedule a hearing before the Commission at a regularly- scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the applicant and owner written notice of the time and place of the hearing. Such hearing shall be held within sixty (60) days of the date the request for hearing was filed.

(f) Such hearing shall be before the Commission and shall be conducted in a manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence.

(g) Any applicant or owner who requests a hearing pursuant to this section and desires the immediate issuance of a building permit, or if a building permit has been issued without the payment of the impact fee, shall, prior to or at the time the request for hearing is filed, pay the applicable impact fee ~~as applicable~~. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any review rights.

(h) An applicant or owner may request a hearing under this section without paying the applicable impact fee, but no building permit shall be issued until such impact fee is paid in the amount initially calculated or the amount approved upon completion of the review provided in this section.

(i) The decision of the City Commission shall be final.

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

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

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

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

SECTION 6. This ordinance shall take effect ninety (90) days after its passage and apply to building permit applications submitted to the City after the effective date of this ordinance and to building permit applications submitted to the City prior to the effective date of this ordinance if the applicant has not paid the building permit application fee prior to the effective date of this ordinance.

BE IT ORDAINED, by the City Commission of the City of Kissimmee this _____ day of _____, 2023.

_____
Olga Gonzalez, Mayor-Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

EXHIBIT A
2023 MUNICIPAL IMPACT FEE STUDY

City of
Kissimmee

2023 Municipal Impact Fee Study

May 24, 2023 – Final

RAFTELIS

CITY OF KISSIMMEE 1883

RAFTELIS

May 24, 2023

Mr. Steve Lackey
Director of Parks & Recreation
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Subject: 2023 Municipal Impact Fee Study

Dear Mr. Lackey,

Enclosed is the 2023 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report provides for the update of the parks and recreation impact fees as well as the calculations for new impact fees for police and fire services. This report will serve as the "demonstrated needs study" as outlined in F.S. 163.31801 for the purpose of providing justification for implementing impact fee increases pursuant to "extraordinary circumstances". If you should have any questions, please do not hesitate to contact me. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.

Joe Williams
Senior Manager

Tristen Townsend
Associate Consultant

341 N. Maitland Ave, Suite 300
Maitland, FL 32751
www.raftelis.com

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Executive Summary

Introduction

The City of Kissimmee (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's recreation impact fees. Additionally, the City requested that Raftelis develop police and fire impact fees for consideration since these are not currently charged, but are a common funding source used by municipalities for funding infrastructure expansion and investments so these departments can continue providing a high level of service as new development provides for increased demands. Impact fees are important sources of revenue for municipalities to fund infrastructure investments related to serving growth. Growth in the City is anticipated to be considerable over the next 10-years with estimates supporting over 11,000 new residential units and population increasing by over 30,000. The impact fee calculations are based on the costs to provide the necessary infrastructure, to address demands related to growth, unique to each service provided by the City. The impact fees calculated in this study have considered Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable.

The City is expected to experience a considerable amount of growth and development over the next ten years. Therefore, it is important the City establish appropriate impact fees to maintain a high level of service for the various services offered. With expansion helping fund the infrastructure related to the services provided, it will allow the City to expand and keep up with new growth.

The report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee calculation. The following tables summarize the City's existing residential municipal impact fees compared to the fully calculated impact fees based on the analysis in this report:

Table ES 1: Existing and Calculated Single Family Residential Impact Fees

Description	Existing	Calculated Fee	Difference	% Difference
Police	$0.00	$489.00	$489.00	N/A
Fire	0.00	529.00	529.00	N/A
Parks and Recreation	1,200.00	2,410.00	1,210.00	100.83%
Total	$1,200.00	$3,428.00	$2,228.00	185.67%

Table ES 2: Proposed Police Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$489.00
Multi-Family (4+ Units)	Per Dwelling Unit	416.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.088
Hotel	Per Room	166.00
Recreational	Per Sq. Ft	0.252
Institutional	Per Sq. Ft	0.254
Office Building	Per Sq. Ft	0.202
Retail	Per Sq. Ft	0.463
ALF	Per Bed	153.00

Table ES 3: Proposed Fire Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$529.00
Multi-Family (4+ Units)	Per Dwelling Unit	451.00
Non-Residential		
Industrial/Warehousing	Per Sq. Ft	0.096
Hotel	Per Room	179.00
Recreational	Per Sq. Ft	0.273
Institutional	Per Sq. Ft	0.276
Office Building	Per Sq. Ft	0.219
Retail	Per Sq. Ft	0.502
ALF	Per Bed	166.00

Table ES 4: Proposed Parks & Recreation Impact Fees

Description	Impact Units	Amount
Single Family, Duplex, & Triplex	Per Dwelling Unit	$2,410.00
Multi-Family (4+ Units)	Per Dwelling Unit	2,048.00

Recent updates to the Florida Impact Fee Act (F.S. 163.31801 section (6)) provide limitations on increasing impact fees, outside of extraordinary circumstances, to a maximum of 50%. If the existing impact fee is increasing it should be phased in over a two or four year period, based on the level of increase. However, F.S. 163.31801 also has a provision for extraordinary circumstances. Our reading of the Florida Impact Fee Act indicates that when adopting new fees, as is the case for the City's police and fire impact fees, the phase in limitations do not apply. The City should consult with their legal counsel on this matter.

For the parks and recreation impact fees that are calculated to increase above the 50% threshold, this study demonstrates the extraordinary circumstances including recent large inflationary cost increases plus significant additional capital improvements required to serve growth, as there will be increased demand on the City's services for Parks & Recreation. These significant and extraordinary capital needs justify having the fully calculated fees implemented. If the City does not charge the fully calculated fees, growth will not fully pay its fair share of the project costs and existing residents will pick up the burden. Additional tables and discussion, including of extraordinary circumstances as applicable are provided in each section of this report. This study will serve as the "demonstrated needs study" for the City's justification of extraordinary circumstances, pursuant to requirements of F.S. 163.31801.

For affordable housing developments, the City is able to provide an exception for impact fees if deemed appropriate, per F.S. 163.31801 (11) and the City would not be required to use any revenues to offset the impact.

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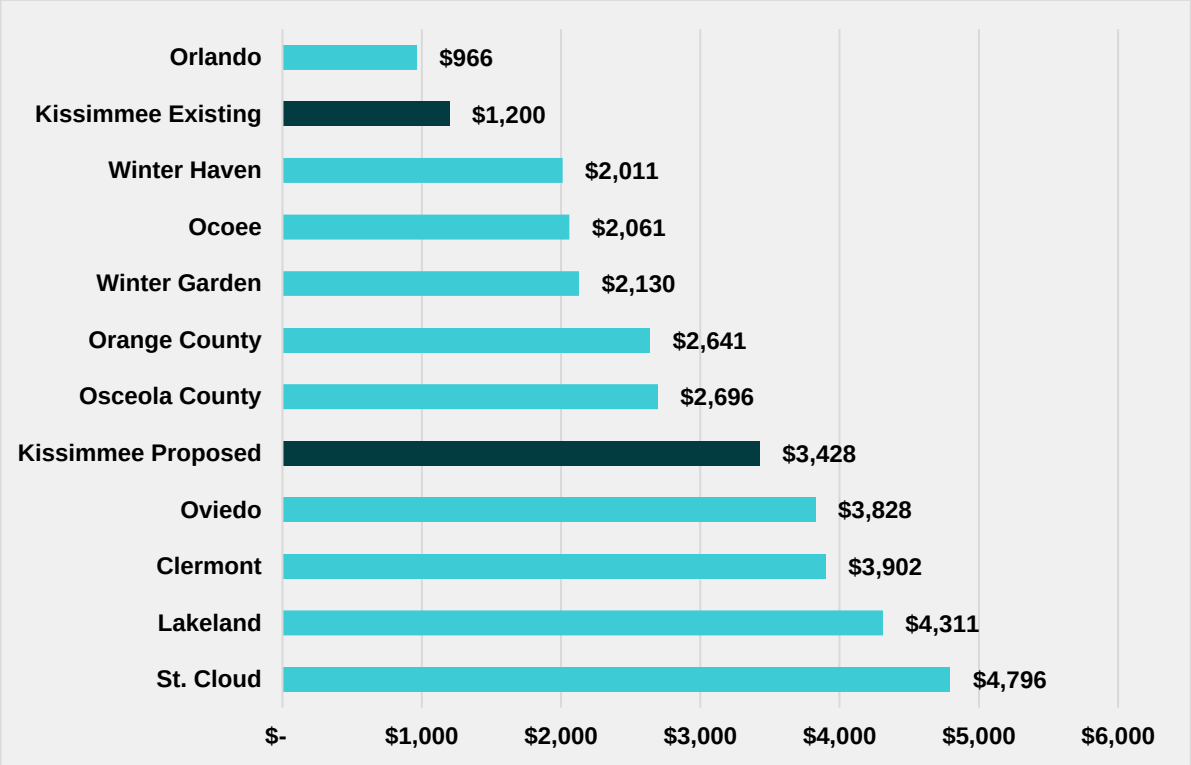
A comparison of the City's existing and fully calculated fees with other municipalities are shown below for informational purposes:

Figure 1: Single Family Police, Fire, and Parks Impact Fee Comparison



Note: The City of Orlando does not impose impact fees for fire or police services. Osceola County does not impose impact fees for police services.

As shown above, the City's calculated fees based on the most recent data are comparable to impact fees charged by other nearby municipalities.

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Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law. The impact fees must be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.

2. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally to maintain the calculations herein in the correct proportions. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources, largely derived from existing residents and businesses, to meet the demands of growth.

3. Should the City move forward with adopting the fees as proposed, with new land uses, and for the parks & recreation fee amounts that will exceed the 50% increase limitations outlined in F.S. 163.31801, all requirements of the Statute should be met including holding two publicly noticed workshops dedicated to discussing the extraordinary needs.

4. In compliance with Florida Statutes the City should continue to collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees on those facilities designated for each purpose.

5. The City should re-evaluate its municipal impact fees no later than 2028 to maintain compliance with state statutes and since statutes now limit impact fee increases to no more than every four years.

6. The City should provide 90 days notice prior to the implementation of new or increased fees levels pursuant to the requirements outlined in F.S. 163.31801.

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Section 1 – Introduction

Introduction

The City of Kissimmee (the "City") is located in Osceola County, to the south of Orlando, and has a total area of approximately 22.2 square miles. The City provides a full range of municipal services including police services, fire services, and recreation activities. According to the University of Florida, Bureau of Economic & Business Research (BEBR), the City's population is estimated at 82,005 as of 2022. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. Discussions with City staff and review of permit information for 2022 suggest the City is expecting a considerable amount of growth from 2023 through 2032 (Forecast Period). For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032. This level of growth represents an increase of over 30,000 residents and 11,000 dwelling units, which is nearly a 40% increase in population over the Forecast Period.

Impact Fee Background

Impact fees are one-time charges established as a means to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, recent changes to Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statutes, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Appendix A at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;

2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;

3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and

4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Summary of Report

In addition to Section 1, this report has been subdivided into four other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.

Section 3 – Police Services Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 – Parks and Recreation Impact Fee. This section discusses the development of the proposed impact fee for the capital requirements associated with providing parks and recreation facilities, the methodology for the proposed fees, assumptions and other factors associated with the fee determination. Parks and recreation impact fees apply only to residential development.

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Section 2 – Service Area and Functional Population

General

This section provides a general discussion of the current service area, population, and functional population factors.

Population and Development Forecast

As mentioned in Section 1, using 2022 BEBR population estimates, the 2022 population is estimated to be 82,005. Over the past five years, according to the BEBR population estimates for 2017 of 69,962 as compared to 2022 of 82,005, the average annual growth rate has been 3.23%. For purposes of this report, it is estimated that the average annual growth rate of 3.23% will continue, resulting in population of 112,676 by 2032.

Current 2022 property data was obtained from the Osceola County Property Appraiser, which provides details on the number of parcels, units, and square feet by land-use within City limits. In total, the data indicated there are 29,796 residential dwelling units (including single family, multi-family, and manufactured homes) developed in the City along with 14,404,970 square feet (SF) of non-residential building space. Based on the 29,796 residential dwelling units and the 2022 population estimate of 82,005, there are on average 2.75 persons per residential dwelling unit.

To determine a potential difference in functional population for single family versus multi-family units, certain data from the US Census was obtained. Table B25024 (provides the number of units by type of dwelling – single family versus multi-family) and Table B25033 (provides the population by number of units by type of dwelling) were summarized to determine the estimated persons per household in the City. These tables are estimates and based on the American Community Survey (ACS) 5-year estimates for 2020. Based on the data from these two tables, as demonstrated on the table below, it was determined that on average multi-family units had a ratio of 85%.

Table 1: Single Family and Multi-family Persons per Household

Classification	Units in Structure	Dwelling Units [1]	Population [2]	Persons Per Household [3]	% of Single Family [4]
Single Family	1, detached or attached	15,561	41,183		
	2 to 4	3,118	7,305		
	Mobile Home	1,140	3,060		
	Subtotal	19,819	51,548	2.60	
Multi-Family	5 or more	9,049	20,176		
	Subtotal	9,049	20,176	2.23	85%

[1] From ACS Table B25024, estimates for 2020.
[2] From ACS Table B25033, estimates for 2020.
[3] Persons per household calculation for 2020 estimates. Primarily used to develop the ratio of multi-family to single family.
[4] Multi-family persons per household 2.23 divided by Single Family persons per household 2.60 and rounded down to 85%.

The data obtained from the US Census, as demonstrated on Table 1 above, was only relied on to determine the ratio of persons per unit between the single family and multi-family categories. The current 2022 population data and unit data, as previously discussed is relied upon as being the most current and accurate data sets. After applying the 85% multi-family factor to the current 2022 data the persons per household figures are calculated to be 2.93 persons per single family unit and 2.49 persons per multi-family unit.

Functional Population Parameters

A goal of the impact fee study is to assign the costs associated with each service provided to new development or re-development requiring an increased level of services on an equivalent unit basis. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data. This study uses a method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data and is commonly referred to as "functional population". The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential, a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average household size throughout the City of 2.75 persons equates to a 1.65 functional population per residential unit. Table 2 summarizes the existing single family and multi-family functional population based on these criteria:

Table 2: Residential Functional Population

Housing Type	2022 Population [1]	2022 Households [2]	Average Household Size	Occupancy Factor [3]	Functional Population/ Unit	2022 Functional Population
		(a)	*(b)*	*(c)*	*(b) x (c) = (d)*	*(a) x (d)*
Single Family, Duplex, & Triplex	51,613	17,602	2.93	60.0%	1.76	30,980
Multi-Family (4+ Units)	30,392	12,194	2.49	60.0%	1.50	18,291
Total	82,005	29,796	2.75		1.65	49,271

[1] Population data estimated using the 2022 BEBR population estimates.
[2] Households obtained from property data obtained from Osceola County Property Appraiser in September 2022.
[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2017 National Household Travel Survey (U.S. Department of Transportation). Table 3 summarizes this process below:

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Table 3: Non-Residential Functional Population

Land Use	Bldg. SF	Functional Population Coefficient [1]	2022 Functional Population [2]
	(a)	*(b)*	*(a) x (b) ÷ 1000*
Industrial/Warehousing	2,249,288	0.43	972
Hotel	604,094	0.81	1,479
Recreational	153,160	1.23	188
Institutional	3,648,446	1.24	4,523
Office Building	2,687,528	0.98	2,646
Retail	4,923,358	2.26	11,110
Assisted Living Facility	139,096	0.75	280
Total	14,404,970		21,198

[1] Coefficients provided on Exhibit 1.
[2] Amounts rounded.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. As shown in Table 2, there were 29,796 residential units in the City in 2022. Following discussions with City staff, as well as comparing with the next five years of planned development in the City, the compound annual growth rate of 3.23% based on BEBR population estimates between 2017 – 2022 was used to forecast residential growth. Assuming consistent growth over ten years, this would result in an additional 11,144 residential units by 2032. For forecasting purposes and appropriate allocation of certain major infrastructure improvements, it is assumed an additional 11,144 new residential units will be constructed between 2033 and 2042 (the 2nd 10-year period). The table below summarizes the expected residential growth in the City by year 2032, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 4: Residential Functional Population Growth

Housing Type	2022 Functional Population	Functional Population/Unit	2032 Households	2032 Functional Population
Residential	49,276	1.65	40,940	67,706

As shown below, the 2022 non-residential functional population is 21,198 and is forecast to grow by 7,923 to 29,121 by 2032. The projected 2032 building square feet amount is based on applying the existing ratio of non-residential to residential square feet of 0.342 to the estimated residential square feet over the Forecast Period.

Table 5: Non-Residential Functional Population Growth

Year	Building Square Feet	Functional Population
2022	14,404,970	21,198
2032	19,788,870	29,121

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The following summarizes the existing and projected functional population:

Table 6: Summary of Functional Population

Land Use	2022 Functional Population	2032 Functional Population	Percent in 2032
Residential	49,271	67,698	69.9%
Non-Residential	21,198	29,121	30.1%
Total	70,469	96,819	100.0%

The trip rates and other assumptions used from ITE and the National Household Travel Survey are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2019 Inflow/Outflow Report from the US Census that is specific to the City, the most current version available at the time of this analysis. The Census Inflow/Outflow Analysis report shows how many residents work inside and outside of the city daily, as well as how many non-residents work inside the city. While the data lags slightly in updates, it is representative of the traffic patterns and is a reliable source for the purposes of this cost apportionment.

According to the Inflow/Outflow Report, there are 35,057 residents from the City in the work force. Of those, 2,628 work within the City and the other 32,429 work outside of the City. Using the 2019 population of 74,800, it can be assumed that 39,743 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 1,285,658 residential hours (hours spent at home).

Table 7: Functional Population Weighting Residential Hours

Description	Population	Hours Spent at Home	Residential Hours
	(a)	*(b)*	*(c) = (a) x (b)*
2019 Population [1]	74,800		
Residential			
Residents Not Working [2]	39,743	20.0	794,860
Residential Work Force			
Works Inside City [3]	2,628	14.0	36,792
Works Outside City [3]	32,429	14.0	454,006
Total Residential Hours			1,285,658
Residential Share of Person Hours			75.9%
Non-Residential			
Residents Not Working [2]	39,743	4.0	158,972
Jobs Located in City			
Residents Working in City [3]	2,628	10.0	26,280
Non-resident Workers (inflow commuters) [3]	22,377	10.0	223,770
Total Non-Resident Hours			409,022
Non-Residential Share of Person Hours			24.1%
Total Daily Hours Within the City			1,694,680

[1] Population estimate based on BEBR.
[2] Amount derived from subtracting the Residential Work Force from the 2019 Population
[3] Amount comes from US Census 2019 Inflow/Outflow Count of All Jobs Report

As shown on the table above, Residential Hours account for 75.9% (1,285,658 / 1,694,680) of total daily hours spent within the City and Non-residential accounts for 24.1% (409,011 / 1,694,680). These percentages are used to allocate the capital costs for police and fire impact fee calculations.

Below is a list of the non-residential land uses:

- Industrial/Manufacturing – Generally includes Light Industrial, Heavy Industrial, Manufacturing, Mini-warehousing, and Industrial Parks.
- Hotel – A place of lodging that provides sleeping accommodation. Includes suites hotel, motel, resort hotels, etc.
- Recreational – Generally includes cultural organization facilities, camps, clubs, lodges, union halls, tourist attractions, and exhibits.
- Institutional – Generally includes schools, daycares, religious facilities, medical clinics, medical office buildings, and hospitals.
- Office Building – This land use consists of various types of office building.
- Retail – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, auto repair shops, restaurants, and several others. If shell buildings are built in commercial areas, the retail rate will apply to the entire building.
- Assisted Living Facility – Generally consists of assisted living facilities including: senior adult housing, congregate care facilities, retirement homes, nursing homes, and similar land uses.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of Kissimmee. The Police Department currently staffs 158 sworn officers and 91.5 civilian support positions to serve the City's existing population of 82,005. The Police Department operates out of one station near the east side of the City and utilizes a recently built public safety facility for training. With considerable potential growth on the near-term horizon, the Police Department will require infrastructure and capital investments to maintain appropriate staffing ratios, office space needs, and to provide the vehicles necessary to new officers.

Existing Impact Fees

The City does not currently charge police impact fees for new development within the City limits.

Implementation of police impact fees will allow the City to charge development for their portion of impacts created on the police department, in terms of additional investments in facilities and additional vehicles for an expanded police force. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City currently staffs 158 sworn officers and is supported by the necessary administrative/office personnel. The sworn officer staffing is as follows:

Table 8: Current Sworn Officers

Position	Staffing
Police Chief	1.0
Deputy Chief of Police	2.0
Police Captain	4.0
Police Lieutenant	7.0
Police Sergeant	16.0
Police Corporal	15.0
Police Officer	113.0
Total	158.00

The City's Police Department currently consists of 249.5 full-time equivalent positions. With 158 full-time sworn police personnel, after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 1.91 officers per 1,000 population within the City's limits based on the 2022 population of 82,005. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 2.23 officers per 1,000 functional population based on the existing 70,469 functional population. While the police staffing uses a much more complex staffing methodology that is based on a combination of demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc., the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the 2.23 officers per 1,000 functional population ratio. Therefore, an additional 58.71 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

Table 9: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2032 Additional	Total
Officers	157.00	58.71	215.71
Functional Population	70,469	26,350	96,819
LOS Achieved (Personnel per 1,000 FP)	2.23	2.23	2.23

Incremental Costs

Costs related to growth in the police force typically include a combination of providing new officers with fully equipped vehicles and the necessary facilities, for officers and support staff, such as office space in police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. Data provided by City staff indicates that there are 236 vehicles in service for the 158 sworn officers, including the police chief. It is common practice for police departments to have spare vehicles since those vehicles are so necessary to perform the protection services they provide. After excluding the police chief and the respective vehicle, the vehicles per officer ratio is 1.50, which includes those spare vehicles. This ratio will be used to determine the number of future vehicles needed as additional officers are added to maintain the spare vehicle ratio. The average value of $42,600 for the new fully equipped vehicles is based on inflating the average acquisition cost of recent police vehicle purchases between 2019 – 2021, according to the City asset data as of September 2022. The replacement cost of the existing vehicles is $1,953,222. The cost of providing vehicles to new officers is identified on the following table.

Table 10: Cost of Vehicles for New Officers

Description	Amount
New Sworn Officers	58.71
Vehicles per Officer	1.50
Total Vehicles Needed	88.20
Cost per Vehicle	$42,600
Total Vehicle Costs for New Officers	$3,757,300

As shown above, the total cost of additional vehicles over the next ten years is estimated at $3,757,300.

Table 11: Total Vehicle Costs

Description	Amount
Existing Vehicles	$1,953,222
Additional Vehicles	3,757,300
Total Vehicle Costs	$5,710,522

In addition to vehicles, the police department is responsible for providing adequate building space to house the officers and support staff. The police department currently has a 52,500 square foot police station and communications center. The City has plans to build a new expanded 78,700 square foot police station and communications center within five to seven years. With this planned station serving as a replacement for the current station, the value of the existing police station and communications center has been excluded from the impact fee calculation. The total cost of the future police station and communications center, after accounting for cost escalation, is estimated at $17,290,300. This station and center will be available to serve growth beyond the forecasted period of ten years, so a portion of the total cost of the new station and center is allocated to be funded by future growth beyond 2032. The portion of the new station and center included in the total police capital costs is

$12,967,725, or 75%. This allocation was determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

Below is a summary of the costs used to calculate the police impact fee.

Table 12: Total Police Capital Costs

Description	Amount
Existing Vehicles	$1,953,222
Future Vehicles	3,757,300
Existing Facilities	6,126,100
Future Facilities	12,967,725
Total Capital Costs	$24,804,347

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 13: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	$24,804,347	75.86%	24.14%	$18,817,700	$5,986,700

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee functional population. Then, the residential amounts are translated back into a fee per dwelling unit.

Table 14: Residential Police Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$18,817,700	$5,986,700
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	$277.97	$205.58
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	$489.22	
Single Family Impact Fee per Unit	$489.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	$416.95	
Multi-Family Impact Fee per Unit	$416.00	

[1] Non-residential fee per functional population is the basis for the non-residential fee as shown on Table 15.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 15: Non-Residential Police Impact Fees

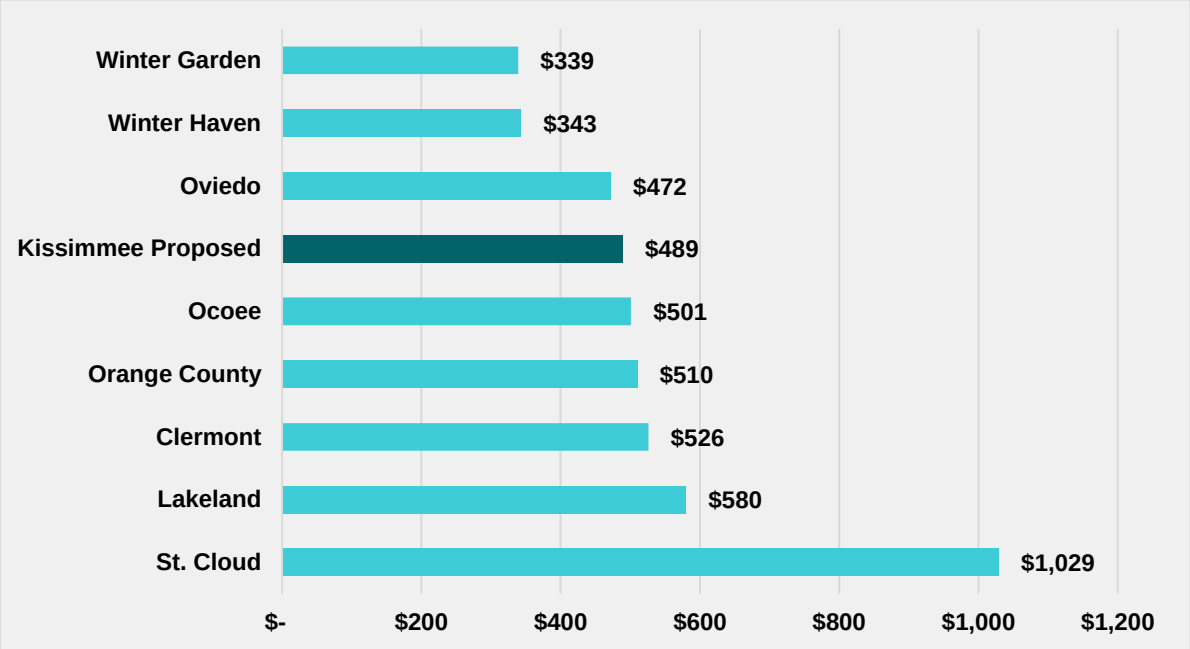
Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	$0.088
Hotel	Per Room	0.81	166.00
Recreational	Per Sq. Ft	1.23	0.252
Institutional	Per Sq. Ft	1.24	0.254
Office Building	Per Sq. Ft	0.98	0.202
Retail	Per Sq. Ft	2.26	0.463
Assisted Living Facility	Per Bed	0.75	153.00

To meet the City's needs in terms of providing the necessary police related capital improvements, including expanding and upgrading existing facilities as required by growth, the City should implement fees at the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around $6,726,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Police Impact Fee Comparison per Single Family Residential Unit



Section 4 – Fire Impact Fee

Introduction

The City's fire department is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the fire department is comprised of 122 total employees.

The City's fire department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The fire department's primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services also increases causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City's consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City does not currently charge fire impact fees for new development within the City limits.

Implementation of fire impact fees will allow the City to charge development for their portion of impacts created on the fire department, in terms of additional investments in facilities and additional vehicles for an expanded fire department. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City's current operations for fire protection are based out of four fire stations. The fire department has an Insurance Services Offices (ISO) rating of 1 on a scale of 1 to 10, with 1 representing the highest level of fire protection. Additionally, the Fire Department provides Advanced Life Support Ambulance Transport Service with each ambulance unit maintaining an average response time of less than four minutes within the coverage area. Both fire and emergency medical services (EMS) have targeted response times of 10 minutes for first unit response and 13 minutes for the remaining Effective Response Force (ERF). These are 'total reflex times' which represent the time from 911 pick-up to first unit on the scene.

Incremental Costs

Costs related to the growth in the fire department typically include a combination of providing the necessary capital equipment including fire trucks, as fully equipped and ready to be put into service, and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

As discussed previously, the fire department utilizes four stations throughout the City: Station 11, 12, 13, and 14. The City has plans to build three new fire stations, Station 15, 16, and 17, for a total value of $20,765,800. Station 15 is currently being built and will be located on Kissimmee Gateway Airport property and will provide fire and medical services for rising demand in the City, as well as provide support for the airfield. Based on discussion with City staff, because some of the services provided will be for the existing airfield amounting to approximately 10%, the remaining 90% of the project costs, or $5,850,000, are included in the fee calculation as benefits to the City's residents and businesses. Station 16 is planned to be built in the Hilliard Isles area in the northeast corner of the City in 2027 and Station 17 is planned to be built off Poinciana Boulevard in 2027, both to support new growth. These new stations have capacity to serve growth beyond the forecasted period of ten years, so the portion of Station 16

and Station 17 included in the total fire capital costs is $10,669,350, or 75%. These allocations were determined based on the existing functional population of 70,469, growth of 26,350 functional population through 2032, and then an additional growth of 26,350 functional population through 2042 resulting in a total functional population of 123,169 in 2042. The projected functional population in 2032 (70,469 plus 26,350, or 96,819 total) represents 78.6% of the total expected functional population in 2042, which was rounded to 75% for the purpose of this report.

The fire department has plans to purchase two new pick-up trucks, a new rescue, and a new suppression apparatus within the next five years. Additionally, there is a need for two additional fire trucks and one additional rescue, including necessary equipment to fully outfit these trucks to be put into service, for Station 16, and one additional fire truck including necessary equipment to fully outfit the truck to be put into service, for Station 17. The total costs for the additional fire trucks are shown on the table below:

Table 16: Future Fire Trucks

Description	Amount
2 New Pick-up Trucks	$317,200
New Apparatus for Fire Station 16 [1]	1,423,800
New Apparatus for Fire Station 17 [2]	506,175
2 New Rescues	1,012,500
New Suppression Apparatus	630,400
Total	$3,890,075

[1] Two suppression apparatus and one rescue.
[2] One suppression apparatus.

The table below summarizes all of the costs included in the impact fee calculation.

Table 17: Total Fire Capital Equipment Costs

Description	Amount
Existing Apparatus	$4,338,800
Future Apparatus	3,890,075
Existing Facilities and Land	1,126,200
FS 15, 16, & 17, Alerting System	17,514,750
Total Capital Costs	$26,869,825

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 18: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	$26,869,825	75.86%	24.14%	$20,384,600	$6,485,200

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for residential purposes using the functional population factor of 1.65 per dwelling unit as identified in Section 2.

Table 19: Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$20,384,600	$6,485,200
2032 Functional Population	67,698	29,121
Fee per Functional Population [1]	$301.11	$222.70
Single Family FP per Unit	1.76	
Calculated Single Family Impact Fee per Unit	$529.96	
Single Family Impact Fee per Unit	$529.00	
Multi-Family FP per Unit	1.50	
Calculated Multi-Family Impact Fee per Unit	$451.67	
Multi-Family Impact Fee per Unit	$451.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 20.

We recommend the City implement a slightly rounded impact fee of $529.00 for single family, duplex, and triplex units and a fee of $451.00 for multi-family units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 20: Non-Residential Fire Impact Fees

Land Use	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	Per Sq. Ft	0.43	$0.096
Hotel	Per Room	0.81	179.00
Recreational	Per Sq. Ft	1.23	0.273
Institutional	Per Sq. Ft	1.24	0.276
Office Building	Per Sq. Ft	0.98	0.219
Retail	Per Sq. Ft	2.26	0.502
Assisted Living Facility	Per Bed	0.75	166.00

To meet the City's needs in terms of providing the necessary fire related capital improvements, including building a new fire station and expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around $7,285,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements, resulting in a funding shortfall to provide necessary improvements related to new growth.

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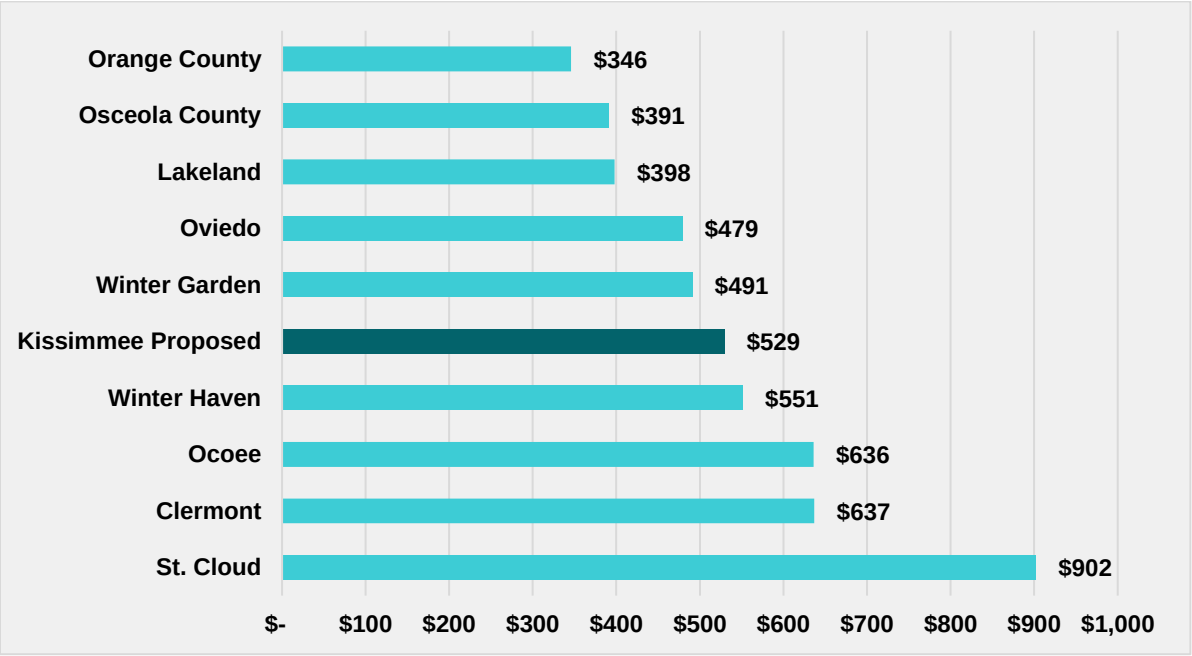
Fire Impact Fee Comparisons

The following figure compares the City's existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 3: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – Parks and Recreation Impact Fee

Introduction

The City owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the City grows, additional facilities along with improvements to existing recreation amenities are necessary. This section provides an analysis for the City's updated parks and recreation impact fee based on the costs to meet demands from growth. This section relies on growth in residential population/development only.

Existing Impact Fees

The City currently charges a parks and recreation impact fee to be used for the expansion of parks and recreation related services that may be necessitated by growth. This fee is charged to all residential land uses. The following table provides the existing parks and recreation impact fees charged to new residential development:

Table 21: Existing Parks and Recreation Impact Fees

Description	Fee
Single Family, Duplex, Triplex	$1,200.00
Manufactured Home	$867.06
Multi-Family	$985.29

Existing Recreational Facilities

City staff provided a parks inventory that indicates that the City currently has 20 existing parks and recreation facilities encompassing approximately 982.80 acres as summarized on Table 22. These parks are eligible for funding from impact fees due to demands from growth resulting in the need for expansion. The amenities provided throughout this network include playgrounds, softball fields, community centers, athletic centers, and more. Each of the parks and facilities will also be available for use by future residents.

Table 22: Existing Parks

Description	Acres
Bob Makinson Aquatic Center	20.80
Denn John Softball Complex [1]	
Rainbow Park [1]	
Kissimmee Lakefront Park	23.60
Brinson Park	3.00
Kissimmee Civic Center	13.60
Oak Street Community Center	6.90
Oak Street Sports Complex	8.30
Chambers Park Community Center	3.50
Mill Run Park	2.50
Mill Slough Park	6.50
Quail Hollow Park	1.60
Mark Durbin Park at Lakeside	6.00
Fortune Road Athletic Complex	36.40
Shingle Creek Regional Park	660.00

Description	Acres
Ruba Park [1]	
Steffee Landing [1]	
Babb Property [1]	
Lancaster Ranch Park	160.50
Toho Vista Trail	29.60
Total	982.80

[1] Denn John Softball Complex and Rainbow Park acreage are included in the Bob Makinson Aquatic Center acreage. Ruba Park, Steffee Landing, and Babb Property acreage is included in Shingle Creek Regional Park acreage.

Level of service (LOS) for parks and recreational services is typically measured in terms of recreational acreage available per 1,000 population. This figure indicates whether the City has a sufficient amount of recreational acreage to serve its current residents. With a current population of 82,005, the LOS provided to existing residents is 11.98 acres of park and recreational lands per 1,000 residents, based on the 982.80 acres. The projected increase in City population from 82,005 to 112,676 by 2032 will reduce the LOS to 8.72 acres per 1,000 population.

Using original costs less depreciation, the City has invested $61.5 million into the existing parks and recreation facilities. The City's investment in these facilities is largely anticipated to serve the increased population over the next 10 years and is included as a capital recoupment cost for impact fee determination.

Growth-Related Capital Improvements

The City has provided a Capital Improvement Plan (CIP) that identifies a range of projects including expansion, upgrade, and replacement of park land and facilities. This CIP has been reviewed with staff and updated based on the most current information available. All projects associated with replacement or refurbishment of existing facilities have been excluded from the impact fee calculations to maintain a conservative approach. Additionally, the Fieldhouse project as currently planned would rely on a public-private partnership, otherwise the scope of the project would likely change significantly. Therefore, the Fieldhouse has been excluded from the development of the impact fee.

Some of the parks CIP projects are designed to serve growth beyond the forecasted period of ten years, so a portion, or 75% of each of these projects are included in the park's capital costs for a total of $31,134,425. This allocation was determined based on the existing population of 82,005, growth of 30,671 persons through 2032, and then an additional growth of 30,671 persons through 2042 resulting in a total population of 143,347 in 2042. The projected population in 2032 (82,005 persons plus 30,671 persons, or 112,676 total) represents 78% of the total expected population in 2042, which was rounded to 75% for the purpose of this report. The table below shows the CIP projects eligible for impact fee calculations and the portion included in the total capital costs.

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Table 23: Parks and Recreation Capital Projects

Description	Total Project Cost	% Allocated to Existing and 10-Yr Growth	Adjusted Amount
Playground Safety Surface (2)	314,600	100.0%	314,600
Mark Durbin Recreation Center	8,884,300	75.0%	6,663,225
Lancaster Ranch Park	29,618,400	75.0%	22,213,800
Fortune Road Softball Sports Lighting (4)	461,300	100.0%	461,300
Amphitheatre Shade Cover Lakefront Park	194,000	100.0%	194,000
Pavilion	53,600	100.0%	53,600
Pedestrian Bridge	146,300	100.0%	146,300
Denn John Softball/Baseball Field	438,900	100.0%	438,900
Future Park Northwest Quadrant Park	548,700	100.0%	548,700
Fortune Road Bleachers Shade Canopy (8)	100,000	100.0%	100,000
Total	$41,165,100		$31,134,425

Calculated Parks and Recreation Impact Fees

As mentioned previously, approximately $61.5 million has been invested in the existing park facilities and an additional $31.1 million is planned to be invested over the next several years. Since both existing and future investments in the parks department benefit both existing and future residents, the total amount invested is divided by the 2032 projected population of 112,676. The table below provides the parks and recreation impact fee calculation:

Table 24: Parks and Recreation Impact Fee Calculation

Description	Amount
Existing Investment	$61,488,630
Planned Investment	31,134,425
Total Capital Costs	$92,623,055
2032 Population	112,676
Fee per Person	$822.03
Single Family Persons per Unit	2.93
Calculated Single Family Impact Fee per Unit	$2,410.38
Single Family Impact Fee per Unit	$2,410.00
Multi-Family Persons per Unit	2.49
Calculated Multi-Family Impact Fee per Unit	$2,048.81
Multi-Family Impact Fee per Unit	$2,048.00

We recommend the City implement a slightly rounded impact fee of $2,410.00 for single family, duplex, and triplex units and a fee of $2,048.00 for multi-family units based on the analysis discussed above. The existing parks and recreation impact fee per single family, duplex, or triplex residential dwelling unit is $1,200.00. The proposed impact fee of $2,410.00 represents a $1,210.00 increase from the existing fee level or 100.8%. The existing parks and recreation impact fee per manufactured home is $867.06. The proposed impact fee of $2,410.00 represents a $1,542.94 increase from the existing fee level or 178.0%. The existing parks and recreation impact fee per multi-family residential dwelling unit is $985.29. The proposed impact fee of $2,048.00 represents a $1,062.71 increase from the existing fee level or 107.9%.

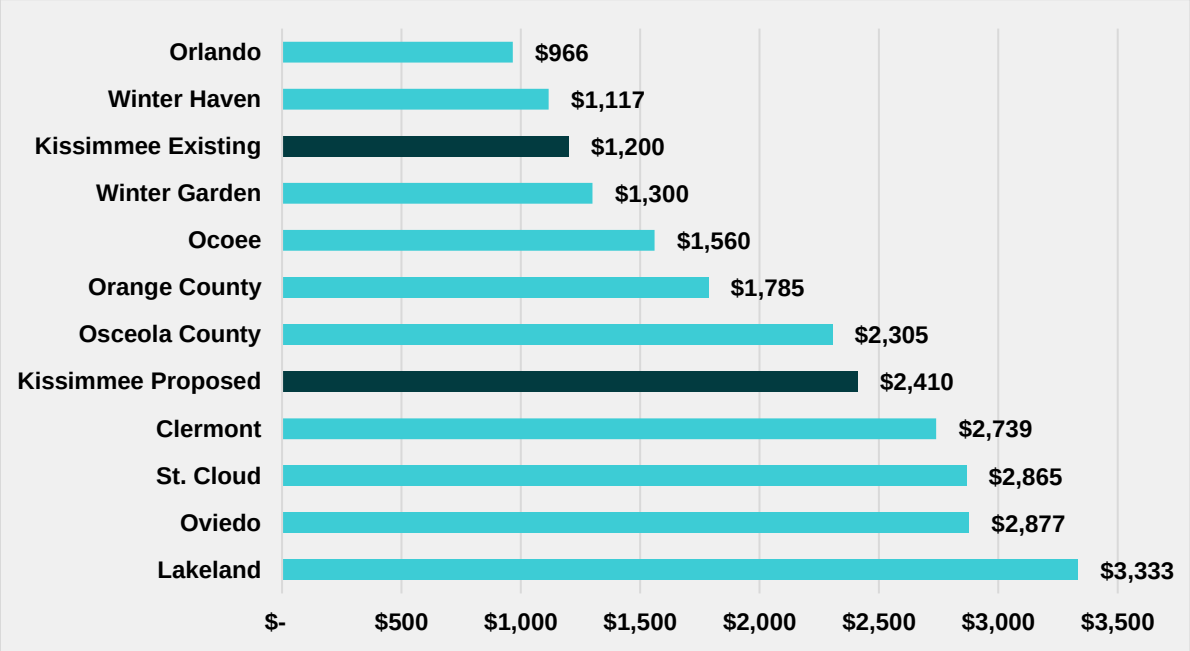
To meet the City's needs in terms of providing the necessary recreation related capital improvements, including purchasing additional land for parks and expanding/upgrading existing facilities as required by growth, the City

should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases plus additional capital improvements based on a considerable increase in population growth. Under the existing parks and recreation impact fees new development would pay around $12,394,000 and under the proposed/calculated impact fees growth would pay around $25,206,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately $12,812,000, resulting in a funding shortfall to provide necessary improvements related to new growth.

Parks and Recreation Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 4: Parks and Recreational Impact Fee Comparison per Single Family Residential Unit



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City of Kissimmee
2023 Municipal Impact Fee Study
Exhibit 1: Non-Residential Functional Population

									Occupants per Trip per Day		People per Unit per Day					Weekly Hours per Unit				2022		
ITE	ITE Code	Number of Parcels	Units	Bldg Sq Ft	Sq Ft per Parcel	Impact Unit	Trips per Unit per Day	One Way Factor (50%)	Employees	Visitors	Employees	Visitors	Visitor hours per Trip	Business hours	Days per Week	Per Employee	Per Visitor	Total Hours	Functional Pop. Coefficient	Functional Population [1]	2032 Square Feet	2032 Functional Population
				[a]		[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]	[n]	[o]			
Industrial/Warehousing	110	93	N/A	2,249,288	24,186	1,000 Sq Ft	4.87	2.435	1.00	1.75	1.57	1.51	0.25	9.00	5.00	70.69	1.89	72.58	0.43	972		
Hotel [1]	310	21	N/A	604,094	28,766	Rooms	7.99	3.995	1.00	1.75	0.56	6.02	1.00	24.00	7.00	93.61	42.11	135.72	0.81	1,479		
Recreational	495	17	N/A	153,160	9,009	1,000 Sq Ft	28.82	14.41	1.00	2.14	1.06	28.57	1.00	12.00	5.00	63.46	142.87	206.33	1.23	188		
Institutional	528	106	N/A	3,648,446	34,419	1,000 Sq Ft	14.37	7.185	1.00	1.77	2.83	7.71	1.00	12.00	5.00	169.72	38.55	208.28	1.24	4,523		
Office Building	710	672	N/A	2,687,528	3,999	1,000 Sq Ft	10.84	5.42	1.00	1.75	3.26	3.79	1.00	9.00	5.00	146.49	18.94	165.43	0.98	2,646		
Retail	820	460	N/A	4,923,358	10,703	1,000 Sq Ft	37.01	18.505	1.00	1.75	2.12	28.67	1.00	12.00	7.00	178.46	200.66	379.12	2.26	11,110		
Assisted Living Facility [2] [3]	253	4	374	139,096	34,774	Beds													0.75	280		
Total		1,373		14,404,970																21,198	19,788,870	29,121

Footnotes:
[a] Summarized from property data obtained from the Osceola County Property Appraiser in September 2022
[b] From 11th Edition ITE Manual
[c] This factor is used to divide the trip rate in half which provides the basis for estimating visitors per day per impact unit
[d] Assumed one employee per trip
[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose
[f] From 11th Edition ITE Manual per employee
[g] = ([c] -([f]/[d]))*[e]
[h] Time assumption per visitor
[i] Time assumption per employee
[j] Time assumption
[k] = [f] * [i] * [j]
[l] = [g] * [h] * [j]
[m] = [k] + [l]
[n] = [m] / (24*7)
[o] = [n] * [a] / 1000

[1] Hotel functional population is based off the national average hotel room size of 330 square feet, based on the USA Today article dated November 4, 2015. Formula is [o] = [n] * [a] / 330

[2] Square footage per bed is based unit data on assisted living facilities located within Kissimmee, sourced from Florida Health Finder (Agency for Health Care Administration)

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of beds.
The Assisted Living Facility functional population coefficient is calculated as follows:

Res per Unit	1.00
Occupancy Rate	75.0%
Adjusted Res/Unit	0.75
Hours at Place	20.00
Workers/Unit	0.33
Work/hrs/day	9.00
Days/week	7.00
FP Factor	0.75

Select Year: 2022 Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on the most recent and localized data.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the

local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.

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NOTICE OF PUBLIC HEARING AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 15, 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, September 12, 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 # 23-18

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
August 10, 2023

Column

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: u0F93G65mn0XlUjmku9p | **Proof Updated: Aug. 03, 2023 at 05:15pm EDT**
Notice Name: COK ORDINANCE 23-18*Parks and Impact Fee

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 cityclerkemail@kissimmee.gov (407) 518-2309	Osceola News-Gazette

Columns Wide: 2 **Ad Class:** Legals

08/10/2023: Legal and Public Notice	61.99

Subtotal	$61.99
Tax %	0
Processing Fee	$6.20
Total	**$68.19**

See Proof on Next Page

OSCEOLA
NEWS-GAZETTE
aroundosceola.com

AFFIDAVIT OF PUBLICATION

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

I, Bailee Liston, 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:
10 Aug 2023

Notice ID: u0F93G65mn0XlUjmku9p
Notice Name: COK ORDINANCE 23-18*Parks and Impact Fee

PUBLICATION FEE: $68.19

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

Bailee Liston

Agent

VERIFICATION

State of Florida
County of Charlotte

Signed or attested before me on this: 08/14/2023

Rachael Mary Schultz

Notary Public
Notarized online using audio-video communication

RACHAEL MARY SCHULTZ
Notary Public - State of Florida
Commission # HH135673
Expires on May 27, 2025

NOTICE OF PUBLIC HEARING AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 15, 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, September 12, 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 # 23-18

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE.

CITY COMMISSION
KISSIMMEE, FLORIDA

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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).
August 10, 2023

ITEM 5.A

Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2023-2024

Request

Adoption by Resolution of the Tentative Millage Levy of 4.6253 mills and Tentative Budget of $267,277,940 for Fiscal Year 2023-2024.

Explanation

Public notice of this hearing was given via the Notice of Proposed Property Taxes mailed by the Property Appraiser. The entire procedure, including the following order of discussion, is specified within State Statutes and should be followed explicitly.

RESOLUTION OF THE PROPOSED OPERATING MILLAGE

1. State that the Proposed Operating Millage is 4.6253 which is 13.22% more than the Rolled Back Rate of 4.0853

2. Call for public comments or questions.

3. Have the attorney read the Resolution title and vote on adoption.

RESOLUTION ADOPTING THE TENTATIVE BUDGET

1. The Resolution will adopt a Tentative Budget of $267,277,940 and authorize 857 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.

2. Call for public comments or questions.

3. Have the attorney read the Resolution title and vote on adoption.

BACKGROUND:

As indicated above, the proposed millage rate is 4.6253 mills, which is the same millage rate that was levied for the current budget year. The tentative budget for all funds remained relatively the same as what was presented in July, with the exception of the General Fund. The General Fund experienced an increase of 2.4%. This increase included revenue increase adjustments to the current year's projections and next year's forecast based on current state trends, as well as adjustments to personnel accounts to accommodate for additional salary increases. Once these General Funds estimates were updated, it leads to a positive increase in fund balance.

Recommendation

Staff requests that the Public Hearing be conducted as outlined above. In addition, staff recommends the Commission adopt the two Resolutions. The Second and Final Hearing will be held September 26, 2023.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Adopt

City of Kissimmee

Department: Finance
Presenter: Mike Steigerwald

Attachment(s):
1. (S) - RESO OP MILL TENTATIVE.24
2. (S) - RESO OP BUDGET TENTATIVE.24
3. Budget Reports FY24

RESOLUTION NO. -2023

A RESOLUTION ADOPTING THE TENTATIVE OPERATING MILLAGE FOR THE CITY OF KISSIMMEE, FLORIDA UPON THE ASSESSMENT ROLL OF THE YEAR 2023.

WHEREAS, the City Commission of the City of Kissimmee, Florida, considered a budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, and

WHEREAS, subject budget will require a millage levy sufficient to fund a portion of that budget,

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

SECTION 1. The millage rate of 4.6253 mills is hereby adopted, such millage rate being 13.22% more than the rolled back millage rate of 4.0853 as defined in F.S. 200.065.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 12th day of September 2023.

_____
Olga Gonzalez
Mayor-Commissioner

ATTEST:

_____
Linda S. Hansell
City Clerk

RESOLUTION NO. -2023

A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024.

WHEREAS, the City Commission of the City of Kissimmee, Florida, has, after careful study, arrived at a budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, and

WHEREAS, public hearings were held to provide the citizens of Kissimmee, Florida, with an opportunity to discuss subject budget beginning at 6:00 p.m. on September 12, 2023

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

SECTION 1. The budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, shall be $267,277,940 which is the total of the attached schedule.

SECTION 2. Budget transfers and adjustments. For purposes of this Resolution, budget transfers and adjustments are defined as follows:

Budget Transfer -- A decrease in any expenditure or revenue sub-object with a corresponding increase in another expenditure or revenue sub-object, which does not alter fund total.

Budget Adjustment -- An increase or decrease in any revenue sub-object with a corresponding increase or decrease in any expenditure sub-object, the effect of which is to alter the fund total.

SECTION 3. The following levels of approval are required for Budget Transfers and Adjustments:

Interfund Transfers included as a part of the budget, shall be automatically made without further action on the part of the City Commission or City Manager.

Budget Transfers

The City Manager can approve transfers of unused personal service funds to Advertising, Recruiting and/or Professional Service accounts. All other intradepartmental transfers for personal services shall be approved only by the City Commission. Intradepartmental transfers from other accounts may be approved by the City Manager and shall be reported to the City Commission on a monthly basis along with the monthly budget report.

Interdepartmental transfers shall be approved only by the City Commission.

Transfers from Reserves shall be approved only by the City Commission.

Budget Adjustments -- Budget Adjustments shall be approved only by the City Commission.

SECTION 4. This Resolution shall in no way be construed to inhibit the City Manager from exercising full power and authority under the Mobilization and Emergency Operations Plan adopted August 24, 1983 and as, from time to time, amended.

SECTION 5. The City Manager shall automatically adjust the total amount of the FY 2023/2024 budget by the amount of encumbrances outstanding at September 30, 2023.

SECTION 6. The City Manager shall automatically adjust the total amount of the FY 2023/2024 budget by the amount of unspent grant funds at September 30, 2023.

SECTION 7. The City Manager may automatically adjust the budget to properly classify charges to the proper account codes.

SECTION 8. The City Manager may automatically adjust the budget to properly account for gifts, grants or donations, such adjustments are to be reported to the City Commission.

SECTION 9. Any unexpended or unencumbered FY 2023/2024 appropriations will automatically lapse at September 30, 2023 and will be carried over to FY 2024/2025 as un-appropriated fund balance.

SECTION 10. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 11. The authorized number of employees set forth in this budget is 857 Full-time employees may not be employed within any department or fund at any one time in excess of the maximum authorization as provided in this budget. Increases in the authorized number of full-time employees shall be approved only by the City Commission. Part-time employees may be employed in any number and combination that does not exceed the amounts budgeted for those employees.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

Dated this 12th day of September 2023.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S. Hansell
City Clerk

ALL FUNDS
TOTAL BUDGETS SUMMARY

FUND NAME	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
General Fund	$ 127,310,071	$ 122,010,356	$ 129,202,709	$ 129,294,481
Stormwater Utility	11,074,853	11,359,800	11,411,114	8,339,394
Solid Waste	8,310,219	7,638,886	8,468,438	8,827,987
Airport	1,796,410	1,918,993	1,680,199	2,189,544
Central Services	11,131,794	12,648,806	12,220,139	14,605,185
Local Option Sales Tax	20,395,578	23,961,000	25,863,723	18,093,252
Mobility Fee	8,721,337	8,805,865	9,188,746	5,602,506
Local Option Gas Tax	7,497,223	8,571,816	9,175,008	6,992,712
Paving Assessment	19,148	10,000	10,000	10,000
Building	9,576,758	9,458,706	10,339,336	8,574,243
Downtown Community Redevelopment	5,611,064	6,215,539	6,697,619	5,952,007
Vine Street Community Redevelopment	3,132,434	4,442,023	4,229,263	5,334,780
CDBG Entitlement Grants	-	-	-	841,265
SHIP Grants	-	-	-	943,311
HOME Grants	-	-	-	1,576,904
Recreation Impact	2,997,026	3,357,284	3,876,597	3,403,106
Police 2nd Dollar Assessment	59,423	44,677	70,261	59,356
Victims of Crime Act Grant	338,354	314,224	288,004	324,092
State Law Enforcement Trust	398,848	267,894	380,233	369,908
Federal Law Enforcement Trust	161,368	62,025	161,368	161,868
School Crossing Guard Trust	49,508	3,650	24,284	3,650
Treasury Forfeiture	301,741	300,281	301,741	302,241
Charter School	9,311,510	8,806,375	8,791,375	8,666,375
Utility Tax	8,109,142	8,336,755	8,279,896	8,499,189
Local Option Sales Tax Bonds	3,113,756	3,110,615	3,110,615	2,165,023
Local Option Gas Tax Notes	282,946	287,028	287,028	290,841
Community Redevelopment Notes	281,100	295,250	295,250	448,488
Series 2016/2022 Bonds	21,033,860	4,482,071	8,137,151	7,353,741
Liab/Workers Comp Self Insurance	6,164,907	5,552,861	6,002,477	5,867,401
Health Self Insurance	10,267,031	11,061,125	11,744,620	12,185,090
TOTAL BUDGET	$ 277,447,409	$ 263,323,905	$ 280,237,194	$ 267,277,940

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personnel Services FY 2024	Operating FY 2024	Capital FY 2024	Other FY 2024	Budget FY 2024
General Fund	$ 64,006,613	$ 28,205,572	$ 2,313,250	$ 34,769,046	$ 129,294,481
Stormwater Utility	2,646,828	2,191,181	1,031,400	2,469,985	8,339,394
Solid Waste	2,427,214	3,300,678	865,500	2,234,595	8,827,987
Airport	896,450	455,937	358,900	478,257	2,189,544
Central Services	4,166,678	6,732,295	2,303,000	1,403,212	14,605,185
Local Option Sales Tax	-	-	6,854,300	11,238,952	18,093,252
Mobility Fee	-	-	500,000	5,102,506	5,602,506
Local Option Gas Tax	1,109,166	1,157,243	1,791,000	2,935,303	6,992,712
Paving Assessment	-	5,000	-	5,000	10,000
Building	2,636,782	538,596	200,000	5,198,865	8,574,243
Downtown Comm Redevelopment		420,065	950,000	4,581,942	5,952,007
Vine Street Comm Redevelopment		383,702	600,000	4,351,078	5,334,780
2023 CDBG Entitlement Grant	108,004	733,261	-	-	841,265
2023 HOME Grant	168,724	1,408,180	-	-	1,576,904
2023 SHIP Grant	67,744	875,567	-	-	943,311
Recreation Impact	-	-	500,000	2,903,106	3,403,106
Police 2nd Dollar Assessment	-	27,705		31,651	59,356
Justice Assistance Grant	324,092	-	-	-	324,092
State Law Enforcement Trust	-	22,800	-	347,108	369,908
Federal Law Enforcement Trust	-	-	-	161,868	161,868
School Crossing Guard Trust	-	-	-	3,650	3,650
Treasury Forfeiture	-	-	-	302,241	302,241
Charter School	-	5,325,000	-	3,341,375	8,666,375
Utility Tax	-	30,000	-	8,469,189	8,499,189
Local Option Sales Tax Bonds	-	-	-	2,165,023	2,165,023
FMHA Bonds	-	-	-	-	-
Local Option Gas Tax Notes	-	-	-	290,841	290,841
Community Redevelopment Notes	-	-	-	448,488	448,488
Series 2016/2022 Bonds	-	-	-	7,353,741	7,353,741
Liab/Workers Comp Self Insurance	-	4,415,117	-	1,452,284	5,867,401
Health Self Insurance	-	11,390,432	-	794,658	12,185,090
TOTAL BUDGET BY OBJECT	$ 78,558,295	$ 67,618,331	$ 18,267,350	$ 102,833,964	$ 267,277,940

ALL FUNDS
BEGINNING RESERVE BALANCES AND REVENUES

This schedule and the one on the facing page indicate the changes budgeted to occur to restricted and unrestricted balances in each fund in FY 2022. Shown below are the beginning balances of reserve accounts and budgeted revenues which provide the total sources estimated to be available to the City for appropriation.

FUND NAME	ESTIMATED BEGINNING RESTRICTED BALANCES	ESTIMATED BEGINNING UNRESTRICTED BALANCES	REVENUE BUDGET FY 2024	TOTAL SOURCES BUDGET FY 2024
General Fund	$ -	$ 40,181,307	$ 89,113,174	$ 129,294,481
Stormwater Utility	-	2,079,394	6,260,000	8,339,394
Solid Waste	-	1,971,722	6,856,265	8,827,987
Airport	-	239,348	1,950,196	2,189,544
Central Services	-	1,474,860	13,130,325	14,605,185
Local Option Sales Tax	-	6,293,252	11,800,000	18,093,252
Mobility Fee	4,572,006	-	1,030,500	5,602,506
Local Option Gas Tax	-	2,846,212	4,146,500	6,992,712
Paving Assessment	-	-	10,000	10,000
Building	-	4,794,243	3,780,000	8,574,243
Downtown Community Redevelopment	-	2,990,481	2,961,526	5,952,007
Vine Street Community Redevelopment	-	2,999,103	2,335,677	5,334,780
2023 CDBG Entitlement Grant	-	-	841,265	841,265
2023 SHIP Grant	-	-	943,311	943,311
2023 HOME Grant	-	-	1,576,904	1,576,904
Recreation Impact	3,148,106	-	255,000	3,403,106
Police 2nd Dollar Assessment	-	41,356	18,000	59,356
Justice Assistance Grant	-	-	324,092	324,092
State Law Enforcement Trust	-	368,408	1,500	369,908
Federal Law Enforcement Trust	-	161,368	500	161,868
School Crossing Guard Trust	-	-	3,650	3,650
Treasury Forfeiture	-	301,741	500	302,241
Charter School	-	2,851,375	5,815,000	8,666,375
Utility Tax	-	623,127	7,876,062	8,499,189
Local Option Sales Tax Bonds	-	-	2,165,023	2,165,023
Local Option Gax Tax Notes	-	-	290,841	290,841
Community Redevelopment Notes	-	-	448,488	448,488
Series 2016/2022 Bonds	3,672,509	-	3,681,232	7,353,741
Liab/Workers Comp Self Insurance	-	2,429,542	3,437,859	5,867,401
Health Self Insurance	-	1,104,967	11,080,123	12,185,090
TOTALS	$ 11,392,621	$ 73,751,806	$ 182,133,513	$ 267,277,940

ALL FUNDS
ENDING RESERVE BALANCES AND DISBURSEMENTS

There is little difference between projected beginning and ending balances of restricted reserve accounts.The major change in unrestricted reserve accounts is due to substantial capital outlays within the Local Option Sales Tax Fund and personnel initiatives within the General Fund. Despite these changes reserves will remain above the threshold through the five - year forecasts. Shown below are budgeted disbursements and estimated ending balances of reserve accounts which sum to budgeted total u

FUND NAME	BUDGETED DISBURSEMENTS FY 2024	ESTIMATED ENDING RESTRICTED BALANCES	ESTIMATED ENDING UNRESTRICTED BALANCES	BUDGETED TOTAL USES FY 2024
General Fund	$ 98,465,408	$ -	$ 30,829,073	$ 129,294,481
Stormwater Utility	6,181,909	-	2,157,485	8,339,394
Solid Waste	7,474,172	-	1,353,815	8,827,987
Airport	1,713,287	-	476,257	2,189,544
Central Services	13,201,973	-	1,403,212	14,605,185
Local Option Sales Tax	10,945,494	-	7,147,758	18,093,252
Mobility Fee	937,550	4,664,956	-	5,602,506
Local Option Gas Tax	4,995,334	-	1,997,378	6,992,712
Paving Assessment	10,000	-	-	10,000
Building	3,375,378	-	5,198,865	8,574,243
Downtown Community Redevelopment	3,239,365	-	2,712,642	5,952,007
Vine Street Community Redevelopment	1,473,702	-	3,861,078	5,334,780
2023 CDBG Entitlement Grant	841,265	-	-	841,265
2023 SHIP Grant	943,311	-	-	943,311
2023 HOME Grant	1,576,904	-	-	1,576,904
Recreation Impact	500,000	2,903,106	-	3,403,106
Police 2nd Dollar Assessment	27,705	-	31,651	59,356
Justice Assistance Grant	324,092	-	-	324,092
State Law Enforcement Trust	22,800	-	347,108	369,908
Federal Law Enforcement Trust	-	-	161,868	161,868
School Crossing Guard Trust	3,650	-	-	3,650
Treasury Forfeiture	-	-	302,241	302,241
Charter School	5,962,500	-	2,703,875	8,666,375
Utility Tax	7,906,062	-	593,127	8,499,189
Local Option Sales Tax Bonds	2,165,023	-	-	2,165,023
Local Option Gas Tax Notes	290,841	-	-	290,841
Community Redevelopment Notes	448,488	-	-	448,488
Series 2016/2022 Bonds	3,681,232	3,672,509	-	7,353,741
Liab/Workers Comp Self Insurance	4,415,117	-	1,452,284	5,867,401
Health Self Insurance	11,390,432	-	794,658	12,185,090
TOTALS	$ 192,512,994	$ 11,240,571	$ 63,524,375	$ 267,277,940

ALL FUNDS
YEAR END FUND BALANCES AND RESERVES

Reserve balances as of the end of the fiscal year are shown in the following schedule. All balances are anticipated to be held in reserve for future capital outlays, restricted by bond covenants or set aside in accordance with budgetary policies. Estimated and budgeted amounts are cumulative with prior period balances being considered as sources of funding for the next period.

FUND NAME	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
General Fund	$ 47,383,858	$ 26,713,953	$ 40,181,307	$ 30,829,073
Stormwater Utility	5,306,114	1,024,919	2,079,394	2,157,485
Solid Waste	1,693,013	859,541	1,971,722	1,353,815
Airport	469,715	216,421	239,348	476,257
Central Services	986,296	443,473	1,474,860	1,403,212
Local Option Sales Tax	14,516,388	4,390,529	6,293,252	7,147,758
Mobility Fee	8,270,546	4,189,125	4,572,006	4,664,956
Local Option Gas Tax	5,123,481	1,868,296	2,846,212	1,997,378
Building	7,050,336	1,878,331	4,794,243	5,198,865
Downtown Community Redevelopment	3,940,886	1,841,645	2,990,481	2,712,642
Vine Street Community Redevelopment	2,624,865	2,025,803	2,999,103	3,861,078
Recreation Impact	2,751,147	2,448,302	3,148,106	2,903,106
Police 2nd Dollar Assessment	51,261	16,972	41,356	31,651
State Law Enforcement Trust	380,233	243,094	368,408	347,108
Federal Law Enforcement Trust	161,368	47,025	161,368	161,868
School Crossing Guard Trust	29,897	-	-	-
Treasury Forfeiture	301,741	195,281	301,741	302,241
Charter School	2,991,375	2,744,643	2,851,375	2,703,875
Utility Tax	653,127	605,555	623,127	593,127
Series 2016/2022 Bonds	3,672,509	17,429	3,672,509	3,672,509
Liab/Workers Comp Self Insurance	2,791,990	1,820,383	2,429,542	1,452,284
Health Self Insurance	650,923	-	1,104,967	794,658
TOTAL RESERVE BALANCES	$ 111,801,069	$ 53,590,720	$ 85,144,427	$ 74,764,946

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The General Fund is traditionally viewed as the major operating fund of the City and contains the traditional governmental activities such as management and administration, finance, community development, police, fire protection, public works, parks and recreation and personnel.

The following is a summary of General Fund sources of funds by broad categories and uses of funds by department.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
SOURCES				
Taxes	$ 19,556,015	$ 21,658,966	$ 19,628,974	$ 25,190,307
Licenses	204,482	252,250	253,000	203,000
Intergovernmental revenue	12,598,899	11,966,463	12,526,320	13,525,636
Charges for services	8,312,233	8,023,483	7,869,047	7,781,995
Fines & forfeits	2,434,643	2,207,000	2,408,665	2,045,000
Miscellaneous revenue	1,756,148	1,511,844	1,493,415	1,879,148
Transfers	44,280,154	38,430,393	37,639,430	38,488,088
From fund balance	38,167,497	37,959,957	47,383,858	40,181,307
TOTAL SOURCES	$ 127,310,071	$ 122,010,356	$ 129,202,709	$ 129,294,481
USES				
City Commission	$ 517,252	$ 600,461	$ 572,172	$ 644,366
City Manager	5,093,064	7,433,902	7,591,585	5,499,137
City Attorney	761,472	1,380,681	1,148,895	1,073,321
Finance	12,217,142	14,666,909	13,968,706	15,929,737
Development Services	2,795,881	3,522,057	3,528,400	2,999,476
Police	27,097,746	30,052,739	28,407,974	32,233,241
Fire	17,206,913	19,936,375	17,663,076	22,613,854
Public Works	5,687,433	6,693,943	6,242,227	6,728,609
Parks & Recreation	7,600,577	9,650,285	8,619,762	9,502,018
Human Resources & Risk Management	948,734	1,359,051	1,278,605	1,241,649
Contingency & Reserves	47,383,858	26,713,953	40,181,307	30,829,073
TOTAL USES	$ 127,310,071	$ 122,010,356	$ 129,202,709	$ 129,294,481

GENERAL FUND REVENUE SUMMARY
FY 2023/24

DESCRIPTION	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Current Ad Valorem (4.6253 Mills)	$ 18,943,021	21,448,966	19,100,000	24,974,007
Delinquent Ad Valorem	383,351	-	300,000	-
Gas Franchise	229,643	210,000	228,974	216,300
Occupational Licenses	197,832	250,000	250,000	200,000
Subdivision Regulation Fees	6,650	2,250	3,000	3,000
State Revenue Sharing	3,940,820	3,480,000	3,500,000	4,000,000
Mobile Home Licenses	29,695	30,000	37,152	30,000
Alcoholic Beverage Licenses	82,563	90,000	138,768	80,000
Half-Cent Sales Tax	6,618,169	6,300,000	7,200,000	7,300,000
Fire Supplemental Compensation	42,590	32,000	32,000	35,000
Municipal Fuel Rebate	95,816	100,000	115,000	95,000
Ambulance Program	895,014	1,000,000	750,000	900,000
School Board Grant	704,839	735,063	540,000	896,236
County Occupational Licenses	-	10,000	15,000	-
Local Grants	189,393	189,400	198,400	189,400
Miscellaneous Charges	214,629	146,400	172,633	132,500
Development Review Fees	326,465	350,000	300,000	300,000
Impact Fee Allowance	17,446	20,000	20,000	20,000
Fire Plan Checking Fees	1,860	1,500	1,751	-
Charges to Other Funds	311,008	321,995	311,008	321,995
Police Services - Officers	1,165,836	1,350,000	1,328,930	1,200,000
Police Services - Administrative	32,132	35,000	35,000	35,000
Fire Services - Osceola County	610,056	640,000	620,000	680,000
Cemetery Services	105,850	110,000	115,000	70,000
Lot Mowing	8,211	7,500	4,000	4,000
Transportation Miscellaneous	12,726	15,000	12,500	5,000
Athletic Program Fees	112,624	94,980	90,000	85,000
Recreation Program Fees	129,974	122,250	99,225	120,500
Aquatic Center Fees	187,431	205,508	188,000	193,000
Facility Rentals	295,032	220,460	210,000	275,000
Adult Programs	55,247	40,470	36,000	40,000
Youth Programs	247,843	342,420	225,000	300,000
Ambulance Charges	4,477,863	4,000,000	4,100,000	4,000,000

GENERAL FUND REVENUE SUMMARY, CONTINUED

DESCRIPTION	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Court Fines	49,377	35,000	35,000	35,000
Parking Tickets	61,572	32,000	32,000	50,000
Code Enforcement Fines	167,107	75,000	75,290	100,000
Alarm Violations	88,675	65,000	65,000	60,000
Redlight Camera Violations	2,067,912	2,000,000	2,201,375	1,800,000
Interest on Investments	353,071	300,000	40,000	750,000
Miscellaneous Interest	32,577	30,000	10,000	30,000
Rents	128,228	143,850	141,150	143,850
Cemetery Lots/Cremation Niches	398,146	380,000	390,000	215,000
Sale of Surplus Property	129,380	100,000	112,380	50,000
Other Miscellaneous Revenue	714,746	557,994	799,885	690,298
Utility Tax Transfers	7,433,955	7,701,200	7,626,769	7,876,662
Charter School Fund	637,250	758,982	637,250	-
Stormwater Utility Fund	303,804	305,000	305,702	312,500
Solid Waste Fund	307,865	313,030	305,702	313,030
KUA Charter Payment	18,973,463	18,676,000	18,409,666	19,236,280
KUA Parks and Recreation	1,837,733	2,000,000	1,965,369	1,905,000
Toho Water Authority Payment	8,484,144	8,381,181	8,137,069	8,632,616
Other Miscellaneous Funds	6,301,940	295,000	251,903	212,000
Subtotal of Revenues	89,142,574	84,050,399	81,818,851	89,113,174
From Fund Balance	38,167,497	37,959,957	47,383,858	40,181,307
TOTAL SOURCES	$ 127,310,071	$ 122,010,356	$ 129,202,709	$ 129,294,481

GENERAL FUND EXPENDITURE SUMMARY BY DIVISION
FY 2023/24

DESCRIPTION	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
City Commission	$ 435,855	$ 509,188	$ 483,899	$ 556,093
Social Services	81,397	91,273	88,273	88,273
City Manager	867,506	1,225,792	1,068,310	1,099,457
City Clerk	322,078	436,102	386,768	403,258
Strategic Communications	608,817	686,693	634,833	795,110
Safety, Security & Emergency Mgmt	-	-	-	54,836
Economic Development	902,235	899,838	1,214,002	643,263
General Government	2,392,427	4,185,477	4,287,673	2,503,213
City Attorney	702,118	1,304,134	1,075,494	998,776
Municipal Court Clerk	59,354	76,547	73,401	74,545
Finance	1,431,394	1,852,790	1,710,994	1,607,954
Procurement	196,113	211,964	207,613	213,257
Transfers	10,589,634	12,602,155	12,050,099	14,108,526
Planning	2,586,021	3,222,473	3,304,005	2,701,132
Community Redevelopment	209,860	299,584	224,395	298,344
Office of the Police Chief	806,514	1,117,195	1,115,231	1,053,023
Support Services	5,855,278	6,808,018	6,046,663	6,247,077
Patrol	9,492,209	10,616,057	10,493,136	13,150,310
Criminal Investigations	4,813,845	4,854,387	4,426,296	4,910,291
Communications	2,704,066	3,153,956	3,130,078	3,407,670
Special Operations	3,425,835	3,503,126	3,196,570	3,464,870
Fire Administration	2,800,644	3,056,907	2,918,672	3,531,236
Fire Operations	14,406,269	16,879,468	14,744,404	19,082,618
Public Works Administration	813,447	860,499	762,492	717,364
Engineering	571,183	645,507	515,034	575,101
Street Maintenance	2,714,254	2,725,391	2,862,801	3,250,134
Traffic Engineering	1,588,549	2,462,546	2,101,900	2,186,010
Parks & Recreation Administration	737,519	741,346	730,239	787,087
Parks	3,568,070	4,089,049	3,863,887	3,851,329
Aquatic Center	515,458	631,702	624,179	720,429
Recreation	1,538,002	2,448,787	2,049,929	2,514,264
Cemetery	249,189	380,683	251,938	302,494
Events & Venues	992,339	1,358,718	1,099,590	1,326,415
Human Resources & Risk Management	910,968	1,306,901	1,225,135	1,185,579
General Employee Organization	37,765	52,150	53,470	56,070
Totals	79,926,213	95,296,403	89,021,402	98,465,408
Operating Contingency		25,000	25,000	25,000
Unrestricted Reserves	47,383,858	26,688,953	40,156,307	30,804,073
TOTAL USES	$ 127,310,071	$ 122,010,356	$ 129,202,709	$ 129,294,481

GENERAL FUND DIVISIONS BY OBJECT CODE
FY 2023/2024

DESCRIPTION	Personnel Services FY 2024	Operating FY 2024	Capital FY 2024	Other FY 2024	Budget FY 2024
City Commission	$ 256,136	$ 299,957	$ -	$ -	$ 556,093
Social Services	88,273	-	-	-	88,273
City Manager	944,610	54,847	100,000	54,836	1,154,293
City Clerk	344,488	58,770	-	-	403,258
Strategic Communications	589,034	125,776	80,300	-	795,110
Economic Development	268,417	374,846	-	-	643,263
General Government	100,000	2,000,000	-	403,213	2,503,213
City Attorney	731,466	267,310	-	-	998,776
Municipal Court Clerk	64,245	10,300	-	-	74,545
Finance	1,413,474	186,230	8,250	-	1,607,954
Procurement	203,897	9,360	-	-	213,257
Transfers		10,626,602		3,481,924	14,108,526
Planning	1,705,710	890,422	105,000	-	2,701,132
Community Redevelopment	298,344	-	-	-	298,344
Office of the Police Chief	939,395	113,628	-	-	1,053,023
Police Support Services	2,987,344	2,432,233	827,500	-	6,247,077
Police Patrol	12,993,072	157,238	-	-	13,150,310
Criminal Investigations	4,646,141	264,150	-	-	4,910,291
Police Communications	3,355,793	51,877	-	-	3,407,670
Special Operations	2,660,984	784,886	19,000	-	3,464,870
Fire Administration	1,857,603	1,647,233	26,400	-	3,531,236
Fire Operations	16,410,801	1,998,517	673,300	-	19,082,618
Public Works Administration	568,505	148,859	-	-	717,364
Engineering	390,640	184,461	-	-	575,101
Street Maintenance	1,520,675	1,680,459	49,000	-	3,250,134
Traffic Engineering	569,040	1,551,470	65,500	-	2,186,010
Parks & Recreation Administration	541,646	245,441	-	-	787,087
Parks	2,759,096	811,233	281,000	-	3,851,329
Aquatic Center	576,117	118,312	26,000	-	720,429
Recreation	2,083,244	424,020	7,000	-	2,514,264
Cemetery	159,879	102,615	40,000.00	-	302,494
Events & Venues	914,675	406,740	5,000	-	1,326,415
Human Resources & Risk Management	1,063,869	121,710	-	-	1,185,579
General Employee Organization	-	56,070	-	-	56,070
Totals	$ 64,006,613	$ 28,205,572	$ 2,313,250	$ 3,939,973	$ 98,465,408
Operating Contingency					25,000
Unrestricted Reserves					30,804,073
TOTAL USES					$ 129,294,481

STORMWATER UTILITY FUND

Although administered as a division of the Public Works Department, the Stormwater Utility is an enterprise fund operation that accounts separately for Stormwater revenues and expenditures. Stormwater services are provided to both residential and commercial units. The Stormwater utility fee is derived from an $8.78 per month fee for each equivalent residential unit (ERU). An ERU is defined as 2,404 square feet of impervious surface.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Stormwater Utility Fee	$ 6,087,553	$ 6,100,000	$ 6,100,000	$ 6,250,000
State Grant	-	-	-	-
Interest Earnings	34,606	10,000	5,000	10,000
Miscellaneous	185,363	-	-	-
Subtotal	6,307,522	6,110,000	6,105,000	6,260,000
Fund Balance Carryover	4,767,331	5,249,800	5,306,114	2,079,394
TOTAL SOURCES	$ 11,074,853	$ 11,359,800	$ 11,411,114	$ 8,339,394
Personal Services	$ 2,370,220	$ 2,767,579	$ 2,340,546	$ 2,646,828
Other Expenditures	1,556,942	1,957,354	1,886,700	2,191,181
Capital Outlay	1,537,773	5,304,246	4,798,772	1,031,400
Transfer to Other Funds	303,804	305,702	305,702	312,500
Subtotal	5,768,739	10,334,881	9,331,720	6,181,909
Unrestricted Reserves	5,306,114	1,024,919	2,079,394	2,157,485
TOTAL USES	$ 11,074,853	$ 11,359,800	$ 11,411,114	$ 8,339,394

SOLID WASTE FUND

Although administered as a division of the Public Works Department, Solid Waste is an enterprise fund operation which accounts separately for garbage and trash collection revenues and expenditures. In 2017, the City implemented an underground refuse collection operation that will be used by commercial businesses primarily in the downtown area. The City's refuse service is basically residential and small commercial with large commercial containers handled via franchise. The franchise fee is considered a revenue stream in this fund. Garbage fees will be approximately $19.50 per month for residential service during FY 2023. Annual rates are adjusted for increases in fuel costs and the Consumer Price Index.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Franchise Fees	$ 968,204	$ 971,250	$ 1,108,016	$ 1,130,176
Garbage/Trash Fees	4,459,487	4,479,342	4,934,235	4,983,577
Special Pickup	434,181	385,000	440,883	445,292
Weld Shop Fees	300,080	350,000	214,133	216,274
Other Charges/Fees	67,460	75,000	67,620	68,296
Interest Earnings	27,482	8,000	8,000	10,000
Miscellaneous	11,775	2,800	2,538	2,650
Subtotal	6,268,669	6,271,392	6,775,425	6,856,265
Fund Balance Carryover	2,041,550	1,367,494	1,693,013	1,971,722
TOTAL SOURCES	$ 8,310,219	$ 7,638,886	$ 8,468,438	$ 8,827,987
Personal Services	$ 2,136,902	$ 2,379,813	$ 2,196,473	$ 2,427,214
Other Expenditures	3,012,294	3,158,493	3,090,704	3,300,678
Capital Outlay	1,160,145	761,794	730,294	865,500
Transfer to Other Funds	307,865	479,245	479,245	880,780
Subtotal	6,617,206	6,779,345	6,496,716	7,474,172
Unrestricted Reserves	1,693,013	859,541	1,971,722	1,353,815
TOTAL USES	$ 8,310,219	$ 7,638,886	$ 8,468,438	$ 8,827,987

AIRPORT FUND

The Airport is an enterprise fund operation. The following is a summary of budgeted sources and uses of Airport funds.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Aviation:				
Fuel Fees	$ 253,955	$ 300,000	$ 255,000	$ 270,000
Leased Sites	603,926	552,014	590,000	638,129
Car Rental Fees	24,643	19,800	19,800	53,500
Miscellaneous	300	5,000	10,425	5,000
Non-Aviation:				0
Leased Sites	136,068	204,623	155,000	260,949
City Rentals	135,900	164,678	147,225	178,268
Miscellaneous	11,375	8,250	8,034	5,350
Transfer From General Fund		0		500,000
Interest Earnings	2,574	1,000	1000	5,000
Donations	24,000	24,000	24,000	34,000
Subtotal	1,192,741	1,279,365	1,210,484	1,950,196
Fund Balance Carryover	603,669	547,202	469,715	239,348
TOTAL SOURCES	$ 1,796,410	$ 1,826,567	$ 1,680,199	$ 2,189,544
Personal Services	$ 743,565	$ 883,881	$ 718,012	$ 896,450
Other Expenditures	393,415	398,048	384,921	455,937
Capital Outlay	62,745	183,313	183,313	358,900
Debt Service	5,995	-	33,605	-
Transfer to Other Funds	120,975	135,330	121,000	2,000
Subtotal	1,326,695	1,600,572	1,440,851	1,713,287
Unrestricted Reserves	469,715	216,421	239,348	476,257
TOTAL USES	$ 1,796,410	$ 1,816,993	$ 1,680,199	$ 2,189,544

CENTRAL SERVICES FUND

The Central Services Fund accounts for the costs of operating the centralized services (Information Technology, Warehouse, Fleet Maintenance, and Facilities Maintenance) of the City. Costs are billed to City departments based upon costs to provide the service.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Information Technology	$ 3,024,588	$ 3,435,031	$ 3,435,031	$ 3,498,454
Facilities Maintenance	5,236,032	5,591,581	5,591,581	7,128,148
Fleet Maintenance	1,948,576	2,300,000	2,007,000	2,300,000
Car Wash Facility	17,996	60,000	40,000	40,000
LYNX Revenue	136,061	138,723	138,731	138,723
Interest Earnings	2,770	5,000	1,500	5,000
Miscellaneous	39,308	37,000	20,000	20,000
Other Miscellaneous	-	-	-	-
Fund Balance Carryover	726,463	1,081,471	986,296	1,474,860
TOTAL SOURCES	$ 11,131,794	$ 12,648,806	$ 12,220,139	$ 14,605,185
Information Technology	$ 2,912,210	$ 3,520,727	3,188,605	$ 3,498,454
Warehouse	-	-	-	-
Fleet Maintenance	2,321,807	2,551,635	2,237,318	2,575,371
Facilities Maintenance	4,911,481	6,132,971	5,319,356	7,128,148
Unrestricted Reserves	986,296	443,473	1,474,860	1,403,212
TOTAL USES	$ 11,131,794	$ 12,648,806	$ 12,220,139	$ 14,605,185

LOCAL OPTION GAS TAX FUND

This fund was established to account for the proceeds of the Local Option Gas Tax which was authorized by the Osceola County Board of Commissioners and is distributed by Interlocal Agreement as follows:

City of Kissimmee	25.0%
City of St. Cloud	12.5%
Osceola County	62.5%

The City's intention is to utilize these funds to make improvements to City roadways and intersections. Summaries showing personnel and capital outlay for the divisions administered by the Public Works Department begin on the following page.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Local Option Gas Tax	$ 2,967,685	$ 2,936,000	$ 3,153,027	$ 3,248,000
Interest Earnings	33,449	15,000	15,000	15,000
Miscellaneous Revenue	1,630	3,500	3,500	3,500
Transfer from Special Assessments	33,768	5,000	5,000	5,000
Transfer from Other Funds	593,373	875,000	875,000	875,000
Fund Balance Carryover	3,867,318	4,737,316	5,123,481	2,846,212
TOTAL SOURCES	$ 7,497,223	$ 8,571,816	$ 9,175,008	$ 6,992,712
Sidewalks	$ 663,216	$ 1,335,026	$ 1,266,912	$ 714,236
Engineering	396,571	675,342	440,980	698,173
Traffic Engineering	11,082	1,323,104	1,323,104	560,000
Street Maintenance	-		-	-
Facilities Maintenance	-	0	-	-
Road Improvements	390,504	2,432,466	2,360,218	2,085,000
Transfers:				
Gas Tax Notes	912,369	937,582	937,582	937,925
Other Funds	-	-	-	-
Unestricted Reserves	5,123,481	1,868,296	2,846,212	1,997,378
TOTAL USES	$ 7,497,223	$ 8,571,816	$ 9,175,008	$ 6,992,712

MOBILITY FEE FUND

During fiscal year 2013, this fund was established to account for the proceeds of the newly implemented mobility fees. These fees were implemented in lieu of transportation impact fees; therefore, future projects that were previously planned for in the Transportation Impact Fund have been moved to the Mobility Fee Fund. These monies will be used to fund new road construction.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Mobility Fees	$ 1,128,573	$ 845,500	$ 888,200	$ 995,500
Other Transportation Charges	-	-	-	-
Interest Earnings	50,984	25,000	30,000	35,000
Fund Balance Carryover	7,541,780	7,935,365	8,270,546	4,572,006
TOTAL SOURCES	$ 8,721,337	$ 8,805,865	$ 9,188,746	$ 5,602,506
Road Improvements	$ 8,237	$ 4,177,760	$ 4,177,760	$ 500,000
Transfer to Other Funds	442,554	438,980	438,980	437,550
Restricted Reserves	8,270,546	4,189,125	4,572,006	4,664,956
TOTAL USES	$ 8,721,337	$ 8,805,865	$ 9,188,746	$ 5,602,506

LOCAL OPTION SALES TAX FUND

On June 5, 1990, a referendum was approved for an additional one-cent sales tax within Osceola County. Only major capital items can be funded from this source of revenue. Over the years, bonds have been issued to fund various projects such as Community Redevelopment improvements, a new Service Center, City Hall and Fire Stations as well as park land purchases and improvements.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Local Option Sales Tax	$ 10,782,927	9,436,000	11,327,335	11,780,000
State Grant	-	-	-	-
Miscellaneous	169,154	0	0	-
Interest Earnings	68,110	20,000	20,000	20,000
Transfer from Other Funds	2,322,800	0	0	-
Fund Balance Carryover	7,052,587	14,505,000	14,516,388	6,293,252
TOTAL SOURCES	$ 20,395,578	$ 23,961,000	$ 25,863,723	$ 18,093,252
Sales Tax Projects by Department:				
City Manager	$ -	$ -	$ -	$ -
Police	3,165	268,524	268,524	-
Fire	220,768	8,348,032	8,348,032	1,300,000
Public Works	593,106	4,271,293	4,271,293	825,300
Parks and Recreation	102,431	1,140,000	1,140,000	4,200,000
Information Technology	289,081	551,654	551,654	529,000
Transfers:				
Sales Tax Bonds	4,356,952	4,601,511	4,601,511	3,545,275
Capital Lease	313,687	389,457	389,457	545,919
Miscellaneous Funds	-	-		-
Unrestricted Reserves	14,516,388	4,390,529	6,293,252	7,147,758
TOTAL USES	$ 20,395,578	$ 23,961,000	$ 25,863,723	$ 18,093,252

PAVING ASSESSMENT FUND

This fund accounts for the collection of paving and sidewalk assessments. Collections are transferred to the Local Option Gas Tax Fund where the total cost of road and sidewalk improvements are budgeted and accounted for.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Assessments	$ 19,115	$ 10,000	$ 10,000	$ 10,000
Interest Earnings	81	-	-	-
TOTAL SOURCES	$ 19,196	$ 10,000	$ 10,000	$ 10,000
Other Operating Costs	$ (14,620)	$ 5,000	$ 5,000	$ 5,000
Transfers to Other Funds	33,768	5,000	5,000	5,000
TOTAL USES	$ 19,148	$ 10,000	$ 10,000	$ 10,000

BUILDING FUND

Although administered as a division of Development Services, the Building Fund is a special revenue fund that accounts separately for various permits and plan checking fees as well as the expenses associated with building/fire inspections and permitting.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Building Permits	$ 4,131,130	$ 3,500,000	$ 3,000,000	$ 3,500,000
Electrical Permits	13,364	25,000	24,000	25,000
Plumbing Permits	28,451	30,000	30,000	30,000
Mechanical Permits	100,953	75,000	75,000	75,000
Impact Fee Allowance	175,516	110,000	110,000	110,000
Plan Checking Fees	15,985	-	5,000	-
Interest Earnings	38,280	-	-	-
Miscellaneous	44,245	40,000	40,000	40,000
Transfer from General Fund	5,000	30,000	5,000	-
Fund Balance Carryover	5,023,834	5,648,706	7,050,336	4,794,243
TOTAL SOURCES	$ 9,576,758	$ 9,458,706	$ 10,339,336	$ 8,574,243
Personal Services	$ 1,913,151	$ 2,454,382	$ 2,003,710	$ 2,636,782
Operating Costs	275,964	702,073	415,713	538,596
Capital Outlay	337,306	4,423,920	3,125,670	200,000
Transfer to Other Funds	-	-	-	-
Unestricted Reserves	7,050,336	1,878,331	4,794,243	5,198,865
TOTAL USES	$ 9,576,758	$ 9,458,706	$ 10,339,336	$ 8,574,243

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Intergovernmental Revenue	$ 1,428,362	$ 1,585,860	$ 1,585,860	$ 1,705,845
Interest Earnings	31,750	10,000	10,000	10,000
Miscellaneous Revenue	254,410	66,085	66,085	68,063
Transfer from General Fund	986,060	1,094,788	1,094,788	1,177,618
Fund Balance Carryover	2,910,482	3,458,806	3,940,886	2,990,481
TOTAL SOURCES	$ 5,611,064	$ 6,215,539	$ 6,697,619	$ 5,952,007
Professional Services	$ 27,125	$ 113,100	$ 55,605	$ 18,100
Other Operating Costs	136,117	174,176	142,833	291,920
General Fund Admin Cost	101,748	106,840	106,840	110,045
Capital Outlay	6,200	2,076,303	1,507,949	950,000
Aid to Private Organizations	474,477	508,122	498,558	605,000
Transfer to Other Funds	924,511	1,395,353	1,395,353	1,264,300
Unrestricted Reserves	3,940,886	1,841,645	2,990,481	2,712,642
TOTAL USES	$ 5,611,064	$ 6,215,539	$ 6,697,619	$ 5,952,007

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Intergovernmental Revenue	$ 587,406	$ 827,354	$ 827,254	$ 1,203,306
Interest Earnings	19,838	5,000	2,000	5,000
Miscellaneous				
Transfer from General Fund	550,337	775,144	775,144	1,127,371
Fund Balance Carryover	1,974,853	2,834,525	2,624,865	2,999,103
TOTAL SOURCES	$ 3,132,434	$ 4,442,023	$ 4,229,263	$ 5,334,780
General Fund Admin Cost	$ 101,748	$ 106,840	$ 106,840	$ 175,751
Operating Costs	39,530	192,550	52,440	207,951
Capital Outlay	1,474	1,347,800	946,500	600,000
Aid to Private Organizations	364,817	769,030	124,380	490,000
Unrestricted Reserves	2,624,865	$ 2,025,803	$ 2,999,103	$ 3,861,078
TOTAL USES	$ 3,132,434	$ 4,442,023	$ 4,229,263	$ 5,334,780

2023 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUND

In 2024, the City will be awarded a $841,265 Community Development Block Grant from the Department of Community Affairs. The proceeds from this grant are to be used for economic development projects.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
State Grant	$ -	$ -	$ -	$ 841,265
TOTAL SOURCES	$ -	$ -	$ -	$ 841,265
Personal Services	$ -	$ -	$ -	$ 219,936
Professional Services	-	-	-	67,653
Operating Costs	-	-	-	553,676
Capital Outlay	-	-	-	-
TOTAL USES	$ -	$ -	$ -	$ 841,265

2023 STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) GRANT FUND

In 2024, the City will be awarded $943,311 by the Florida Housing Finance Corporation. These funds will be used to provide down payment assistance, foreclosure prevention, housing rehabilitation and rental security deposit assistance.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
State Grant	$ -	$ -	$ -	$ 943,311
TOTAL SOURCES	$ -	$ -	$ -	$ 943,311
Personal Services	$ -	$ -	$ -	$ 67,744
Professional Services	-	-	-	19,737
Operating Costs	-	-	-	855,830
TOTAL USES	$ -	$ -	$ -	$ 943,311

2023 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT FUND

In 2024, the City will be awarded HOME funds in the amount of $359,425 from the Department of Housing and Urban Development (HUD) passed through Osceola County. These funds will be used to provide non-amortized, low interest loans to developers for the acquisition and/or new construction or rehabilitation of affordable rental housing to low-income families.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Federal Grant	$ -	$ -	$ -	$ 359,425
TOTAL SOURCES	$ -	$ -	$ -	$ 359,425
Personal Services	$ -	$ -	$ -	$ 29,583
Professional Services	-	-	-	725
Operating Costs	-	-	-	329,117
TOTAL USES	$ -	$ -	$ -	$ 359,425

2023 HOME-AMERICAN RESCUE PLAN (HOME) GRANT FUND

In 2024, the City will be awarded HOME-ARP funds in the amount of $1,217,479 from the Department of Housing and Urban Development (HUD) passed through Osceola County. This is a one-time grant in which the funds will be used to reduce homelessness, increase housing stability by providing housing in the form of non congregate shelter and services to specific qualifying populations.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Federal Grant	$ -	$ -	$ -	$ 1,217,479
TOTAL SOURCES	$ -	$ -	$ -	$ 1,217,479
Personal Services	$ -	$ -	$ -	$ 139,141
Professional Services	-	-	-	718,338
Operating Costs	-	-	-	360,000
TOTAL USES	$ -	$ -	$ -	$ 1,217,479

RECREATION IMPACT FUND

This fund was established to account for the impact fees collected for recreation improvements. Use of these funds is limited to the acquisition, development or capital improvement of neighborhood parks or recreation areas within the City.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Recreation Impact Fees	$ 1,184,249	$ 675,000	$ 1,125,450	$ 250,000
State Grant	-	-	-	-
Interest Earnings	16,434	5,000	-	5,000
Fund Balance Carryover	1,796,343	2,677,284	2,751,147	3,148,106
TOTAL SOURCES	$ 2,997,026	$ 3,357,284	$ 3,876,597	$ 3,403,106
Capital Outlay	$ 207,781	$ 812,289	$ 728,491	$ 500,000
Transfer to Other Funds	38,098	96,693	-	-
Restricted Reserves	2,751,147	2,448,302	3,148,106	2,903,106
TOTAL USES	$ 2,997,026	$ 3,357,284	$ 3,876,597	$ 3,403,106

POLICE 2ND DOLLAR ASSESSMENT FUND

These funds flow to the City pursuant to ordinance No. 1287 enacted March 1985 and authorized by Florida Statutes 943.25 (13) which imposes a $2.00 court cost against every person convicted of a municipal or county ordinance violation where said offense occurred within the City of Kissimmee. These funds are earmarked for police education and training.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Police Education Fines	$ 22,841	$ 18,000	$ 19,000	$ 18,000
Fund Balance Carryover	36,582	26,677	51,261	41,356
TOTAL SOURCES	$ 59,423	$ 44,677	$ 70,261	$ 59,356
Operating Costs	$ 8,162	$ 27,705	$ 28,905	$ 27,705
Unrestricted Reserves	51,261	16,972	41,356	31,651
TOTAL USES	$ 59,423	$ 44,677	$ 70,261	$ 59,356

JUSTICE ASSISTANCE GRANT FUND

Beginning in 1997, the City began receiving grant funds through the United States Department of Justice. The name of this grant has subsequently been changed to the Edward Byrne Memorial Justice Assistance Grant (JAG). The City uses these funds to partially pay salaries and benefits for one Sergeant and two Police Officers.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Federal Grant	$ 77,719	$ 53,589	$ 77,719	$ 27,157
Transfer from General Fund	260,635	260,635	210,285	296,935
TOTAL SOURCES	$ 338,354	$ 314,224	$ 288,004	$ 324,092
Personal Services	$ 320,904	$ 288,004	$ 288,004	$ 324,092
Capital Outlay	17,450	26,220		
TOTAL USES	$ 338,354	$ 314,224	$ 288,004	$ 324,092

STATE LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds from property confiscated in police enforcement activities pursuant to Florida Statute 932.701. The funds may not be used for normal operating needs but are to be used to defray the cost of protracted or complex investigations, provide additional technical equipment or expertise, provide matching funds for federal grants or other such appropriate law enforcement purposes as approved by the City Commission.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Forfeiture Proceeds	$ 120,253	$ -	$ -	$ -
Interest Earnings	2,376	1,500	-	1,500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	276,219	266,394	380,233	368,408
TOTAL SOURCES	$ 398,848	$ 267,894	$ 380,233	$ 369,908
Operating Costs	$ 18,615	$ 24,800	$ 11,825	$ 22,800
Unrestricted Reserves	380,233	243,094	368,408	347,108
TOTAL USES	$ 398,848	$ 267,894	$ 380,233	$ 369,908

FEDERAL LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations or municipal seizures of property where the underlying offense is a violation of federal law. These funds may not be used for normal law enforcement operating needs but are to be used for law enforcement activities associated with seizures/forfeitures, specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Forfeiture Proceeds	$ 113,751	$ -	$ -	$ -
Interest Earnings	1,092	500	-	500
Fund Balance Carryover	46,525	46,525	161,368	161,368
TOTAL SOURCES	$ 161,368	$ 47,025	$ 161,368	$ 161,868
Operating Costs	$ -	$ 15,000	$ -	$ -
Unrestricted Reserves	161,368	47,025	161,368	161,868
TOTAL USES	$ 161,368	$ 62,025	$ 161,368	$ 161,868

SCHOOL CROSSING GUARD TRUST FUND

This fund was established to account for the proceeds from the surcharge imposed on parking fines. Pursuant to Florida Statute 318.21, this surcharge must be used solely for the purpose of funding a school crossing guard program.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Fines	$ 14,353	$ 3,600	$ 5,570	$ 3,600
Interest Earnings	113	50	-	50
Fund Balance Carryover	34,582	-	18,714	-
TOTAL SOURCES	$ 49,048	$ 3,650	$ 24,284	$ 3,650
Operating Costs	$ 460	$ -	$ -	$ -
Transfer to Other Funds	19,151	3,650	24,284	3,650
Unrestricted Reserves	29,897	-	-	-
TOTAL USES	$ 49,508	$ 3,650	$ 24,284	$ 3,650

TREASURY FORFEITURE FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations where the underlying offense is a violation of federal law. More specifically, the proceeds received represent seized or forfeited properties that are the result of IRS investigations. These funds may not be used for normal law enforcement operating needs but are to be used only for law enforcement purposes and activities associated with enhancing future seizures or forfeitures, providing specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Forfeiture Proceeds	$ 16,647	-	$ -	$ -
Interest Earnings	620	500	-	500
Transfer From Sales Tax		15,307		
Fund Balance Carryover	284,474	284,474	301,741	301,741
TOTAL SOURCES	$ 301,741	$ 300,281	$ 301,741	$ 302,241
Operating Costs	$ 0	$ -	$ -	$ -
Capital Outlay	-	105,000	-	-
Unrestricted Reserves	301,741	195,281	301,741	302,241
TOTAL USES	$ 301,741	$ 300,281	$ 301,741	$ 302,241

CHARTER SCHOOL FUND

This fund was established to account for the full time equivalent (FTE) funds that are received from the Osceola County School District on a biweekly basis to operate the Kissimmee Charter Academy. These funds, less an amount sufficient to pay debt service on the bonds issued to construct the school, are immediately remitted to Imagine Schools, the management company that operates the charter school on a daily basis. The amount retained for debt service is transferred to a debt service fund; payments on the debt are made semi-annually.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Intergovernmental Revenue	$ 6,374,791	$ 5,800,000	$ 5,800,000	$ 5,800,000
Interest Earnings	23,314	15,000	-	15,000
Fund Balance Carryover	2,913,405	2,991,375	2,991,375	2,851,375
TOTAL SOURCES	$ 9,311,510	$ 8,806,375	$ 8,791,375	$ 8,666,375
Professional Services	$ 5,682,885	$ 5,300,000	$ 5,300,000	$ 5,300,000
Other Operating Costs	-	2,500	2,500	25,000
Capital Oultay	-	-	-	-
Transfers to Other Funds	637,250	759,232	637,500	637,500
Unrestricted Reserves	2,991,375	2,744,643	2,851,375	2,703,875
TOTAL USES	$ 9,311,510	$ 8,806,375	$ 8,791,375	$ 8,666,375

UTILITY TAX FUND

City Code Section 26-16 imposes the 8% utility tax on sales of electricity, water, metered or bottled gas, and telecommunication services within the City limits. In October 1995, the rate on telephone services was changed to 7% of intrastate tolls and recurring charges on cellular/mobile telephone or other telecommunication services. Monies are typically transferred to and used for General Fund purposes.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Utility Tax Revenue:				
Electric	$ 4,628,906	$ 4,950,400	$ 4,709,769	$ 4,851,062
Telephone	1,959,387	1,898,000	2,000,000	2,100,000
Water	594,101	618,800	600,000	605,000
Natural Gas	103,779	109,200	142,000	145,000
Propane Gas	172,414	124,800	175,000	175,000
Fund Balance Carryover	650,555	635,555	653,127	623,127
TOTAL SOURCES	$ 8,109,142	$ 8,336,755	$ 8,279,896	$ 8,499,189
Bad Debt Expense	$ 22,062	$ 30,000	$ 30,000	$ 30,000
Transfer to General Fund	7,433,953	7,701,200	7,626,769	7,876,062
Unrestricted Reserves	653,127	605,555	623,127	593,127
TOTAL USES	$ 8,109,142	$ 8,336,755	$ 8,279,896	$ 8,499,189

LOCAL OPTION SALES TAX BONDS FUND

In December 2005, a $10,000,000 bank note was issued to fund the relocation of Fire Station 11 as well as various drainage and road improvement projects. An additional $9,500,000 bank note was issued in February 2009 to fund improvements at the lakefront. In FY 2010, the $10,000,000 bank note was refinanced to take advantage of interest savings. In FY 2011, the $9,500,000 bank note was converted to a fixed rate note. In FY 2011, an additional note for $8,000,000 was issued to provide further funding for the lakefront development project. Finally, in FY 2014, an additional note for $9,600,000 was issued to provide funding for certain roadway improvements and improvements to the lakefront park. For all issues, transfers are made from the Local Option Sales Tax Fund to cover the annual debt service payments.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Transfer from Local Option Sales Tax Fund	$ 3,113,756	$ 3,110,615	$ 3,110,615	$ 2,165,023
TOTAL SOURCES	$ 3,113,756	$ 3,110,615	$ 3,110,615	$ 2,165,023
Debt Service - Due 10/1	$ 2,675,000	$ 2,755,000	$ 2,755,000	$ 2,030,011
Debt Service - Current	438,756	355,615	355,615	135,012
TOTAL USES	$ 3,113,756	$ 3,110,615	$ 3,110,615	$ 2,165,023

LOCAL OPTION GAS TAX NOTES FUND

In December 2006, the City issued Revenue Notes of $9,000,000 to fund the construction of various road improvements throughout the City. In November 2010, the City issued additional Revenue Notes of $4,000,000 to fund further road improvements. In February 2016, the 2006 note was refunded with the Series 2016 Bonds. For all issues, transfers are made from the Local Option Gas Tax Fund to cover the annual debt service payments.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Transfer from Local Option Gas Tax Fund	$ 282,946	$ 287,028	$ 287,028	$ 290,841
TOTAL SOURCES	$ 282,946	$ 287,028	$ 287,028	$ 290,841
Debt Service - Due 10/1	$ 251,473	$ 258,514	$ 258,514	$ 265,420
Debt Service - Current	31,473	28,514	28,514	25,421
TOTAL USES	$ 282,946	$ 287,028	$ 287,028	$ 290,841

COMMUNITY REDEVELOPMENT NOTES FUND

In March 2004, the City issued a Redevelopment Trust Fund Revenue Note of $6,000,000 to fund the construction of various improvements throughout the Community Redevelopment Agency's area of responsibility. In 2015, the 2004 Note was refunded by the Series 2015B Note. Transfers are made from the Community Redevelopment Fund to cover the annual debt service payments.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Transfer from Community Redevelopment Fund	$ 281,010	$ 295,250	$ 295,250	$ 448,488
TOTAL SOURCES	$ 281,010	$ 295,250	$ 295,250	$ 448,488
Debt Service - Due 10/1	$ 243,050	$ 260,125	$ 260,125	$ 349,244
Debt Service - Current	38,050	35,125	35,125	99,244
TOTAL USES	$ 281,100	$ 295,250	$ 295,250	$ 448,488

SERIES 2016 BONDS FUND

In February 2016, the City issued Revenue Bonds of $42,930,000 to fund the construction of various projects throughout the City and to refund the Series 2006 Note and the Charter School Note. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Transfer from Community Redevelopment Fund	$ 238,298	$ 236,374	$ 236,374	$ 235,604
Transfer from Local Option Gas Tax Fund	609,250	609,000	609,000	613,400
Transfer from Local Option Sales Tax Fund	1,021,279	1,013,028	1,013,028	1,009,728
Transfer from Mobility Fee Fund	442,554	438,980	438,980	437,550
Transfer from General Fund	637,250	637,500	637,500	-
Fund Balance Carryover	17,429	17,429	17,429	17,429
TOTAL SOURCES	$ 2,966,060	$ 2,952,311	$ 2,952,311	$ 2,313,711
Debt Service - Due 10/1	$ 2,161,816	$ 2,219,882	$ 2,219,882	$ 1,558,141
Debt Service - Current	786,815	715,000	715,000	738,141
Restricted Reserves	17,429	17,429	17,429	17,429
TOTAL USES	$ 2,966,060	$ 2,952,311	$ 2,952,311	$ 2,313,711

SERIES 2022 BONDS FUND

In May 2022, the City issued Revenue Refunding Bonds of $26,730,000 to fund the CRA Beaumont Infrastructure Project, Commercial Solid Waste equipment, and to refund the 2021 Line of Credit. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Transfer from Community Redevelopment Fund	$ 160,608	$ 608,928	$ 608,928	$ 412,992
Transfer from Local Option Gas Tax Fund	13,099	55,808	55,808	33,684
Transfer from Local Option Sales Tax Fund	144,093	641,792	641,792	370,524
Transfer from Solid Waste Fund	-	223,232	223,232	567,750
Proceeds from Notes	17,750,000	-	-	-
Fund Balance Carryover	-	-	3,655,080	3,655,080
TOTAL SOURCES	$ 18,067,800	$ 1,529,760	$ 5,184,840	$ 5,040,030
Debt Service - Due 10/1	$ 477,800	$ 1,529,760	$ 1,529,760	$ 1,384,950
Debt Service - Current	-	-	-	-
Other Debt Svc Costs	324,920	-	-	-
Other Financing Uses	13,610,000	-	-	-
Restricted Reserves	3,655,080	-	3,655,080	3,655,080
TOTAL USES	$ 18,067,800	$ 1,529,760	$ 5,184,840	$ 5,040,030

LIABILITY/WORKERS COMPENSATION SELF INSURANCE FUND

This fund was established to account for all insurance costs of the City. The City maintains the balance considered necessary and funds certain safety program expenditures in addition to insurance premiums and claims. This fund also pays the General Fund for personnel costs allocated to this activity.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Cost Allocations:				
General Fund	$ 2,105,159	$ 2,100,142	$ 2,100,142	$ 2,467,134
Central Services	174,290	187,615	187,615	210,899
Airport	32,805	29,154	29,154	38,561
Stormwater Utility	190,503	195,004	195,004	209,162
Solid Waste	171,933	175,594	175,594	177,004
Local Option Gas Tax	44,004	44,285	44,285	44,770
Building	44,974	49,068	49,069	60,592
Community Development Block Grant	1,270	1,572	1,333	1,446
Other Funds	9,803	8,291	8,291	8,291
Interest Earnings	0	20,000	20,000	20,000
Recoveries	482,642	200,000	400,000	200,000
Miscellaneous Revenue			-	-
Fund Balance Carryover	2,907,524	2,542,136	2,791,990	2,429,542
TOTAL SOURCES	$ 6,164,907	$ 5,552,861	$ 6,002,477	$ 5,867,401
Charges by Other Funds	$ 216,815	$ 226,995	$ 216,186	$ 233,805
Operating Cost	178,882	220,490	216,243	239,300
Capital Outlay	3,966	0	0	0
Workers Comp Premium	6,034	36,000	16,000	26,000
Workers Comp Claims	622,684	750,000	725,000	750,000
General & Auto Premium	820,486	800,000	750,000	800,000
Liability Claims	1,524,050	1,698,993	1,649,506	2,366,012
Unestricted Reserves	2,791,990	1,820,383	2,429,542	1,452,284
TOTAL USES	$ 6,164,907	$ 5,552,861	$ 6,002,477	$ 5,867,401

HEALTH SELF INSURANCE FUND

This fund was established to account for all health insurance costs of the City. The City maintains the balance considered necessary and funds the administrative expenditures associated with the program as well as the claims.

ACCOUNT	ACTUAL FY 2022	ADJUSTED BUDGET FY 2023	ESTIMATE FY 2023	BUDGET FY 2024
Cost Allocations:				
General Fund	$ 6,840,523	$ 7,662,135	$ 7,683,268	$ 7,742,403
Central Services	541,092	568,448	568,448	594,427
Airport	128,573	147,883	136,200	118,846
Stormwater Utility	451,090	489,851	489,851	389,910
Sanitation	373,288	401,819	401,819	392,729
Local Option Gas Tax	170,808	197,465	197,465	133,311
Building	282,259	320,253	344,376	348,521
Community Development Block Grant	26,291	33,875	41,800	36,837
Other Funds	101,932	19,385	10,470	5,707
Dependent Coverage	996,862	960,000	960,000	1,099,800
Interest Earnings	3,615	-	-	-
Retiree/COBRA Contributions	281,148	260,000	260,000	217,632
Miscellaneous Revenue	57,089	-	-	-
Transfer from General Fund	-	-	-	-
Fund Balance Carryover	12,461	4,011	650,923	1,104,967
TOTAL SOURCES	$ 10,267,031	$ 11,065,125	$ 11,744,620	$ 12,185,090
Professional Services	$ 1,742,275	$ 2,172,600	$ 2,172,600	$ 2,111,240
Other Operating Costs	270,271	277,025	259,853	279,192
Health Claims	7,601,429	8,600,000	8,200,000	9,000,000
Capital Outlay	2,133.00	11,500	7,200	-
Unestricted Reserves	650,923	-	1,104,967	794,658
TOTAL USES	$ 10,267,031	$ 11,061,125	$ 11,744,620	$ 12,185,090

FIVE YEAR PERSONNEL RECAP

DEPARTMENT	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	CHANGE
Full-Time Positions:						
City Commission	5	5	5	5	5	-
City Attorney	5	5	5	5	5	-
City Manager	14	14	16	15	15	-
Economic Development	-	-	-	5	5	-
Finance	14	14	14	14	14	-
Development Services	17	17	17	19	19	-
Police	230	233	236	250	253	3
Fire	112	112	113	120	132	12
Public Works	38	43	36	40	40	-
Parks & Recreation	68	70	70	72	73	1
Human Resources	10	10	10	10	11	1
TOTAL GENERAL FUND	513	523	522	555	572	17
Stormwater Utility	37	35	35	36	35	(1)
Solid Waste	28	29	29	29	30	1
Airport	8	8	8	9	9	-
Central Services	43	41	41	42	45	3
Local Option Gas Tax	12	13	12	14	13	(1)
Building	19	20	21	22	26	4
Community Dev Block Grant	2	3	4	5	4	(1)
Justice Assistance Grant	3	3	3	3	3	-
TOTAL FULL-TIME	665	675	675	715	737	22
All Other Positions:						
City Manager	-	-	-	-	1	1
Police :						-
Auxiliary Officer	5	5	5	5	5	-
Other	7	7	7	8	9	1
Fire	2	2	2	2	2	-
Public Works	2	2	2	1	1	-
Parks & Recreation	91	93	96	94	94	-
Human Resources	2	2	2	3	3	-
TOTAL GENERAL FUND	109	111	114	113	115	2
HOME/SHIP	-	-	-	-	-	-
Community Dev Block Grant	1	-	-	5	5	-
TOTAL ALL OTHER	110	111	114	118	120	2
TOTAL POSITIONS	775	786	789	833	857	24

ITEM 7.A
Approval of City Commission Minutes from the August 15, 2023 meeting

Request

Request Commission approval of the August 15, 2023 Commission Minutes.

Explanation

Recommendation

Staff recommends Commission approval of the August 15, 2023 City Commission meeting minutes.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) - August 15, 2023 City Commission Meeting Minutes

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 15, 2023 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III,
Staff Present: City Manager Mike Steigerwald, Deputy City Attorney Kalanit Oded, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, Deputy City Clerk Tameara Crespo
Members Absent: Commissioner Janette Martinez
Staff Absent: City Attorney Olga Sanchez de Fuentes, 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 Four New Police Officers

Swearing in and administering oaths to four new police officers.

Police Chief Betty Holland administered the Oath of Office to Courtney Chapman, Jonathan Irizarry Lugo, Frances Ramirez Camacho, and Christopher Rivera Navarro.

3.B Proclamation and "Ruby Award" Presentation - 50th Anniversary of The Motorcycle Clinic

The request is for the Commission to present a Proclamation to Brian Dady, owner of The Motorcycle Clinic.

City Manager Steigerwald read a proclamation in honor of the Motorcycle Clinic as the Mayor and Commissioners presented the proclamation to Brian Dady, owner, and Brian Davy, Manager, of the Motorcycle Clinic.

Economic Development Director Tom Tomerlin provided a brief overview of the Motorcycle Clinic's business history, which included their establishment in the Kissimmee community in 1973.

Mr. Dady thanked his team, customers, and the community. He remains committed to serving Kissimmee and was grateful for the opportunity to be recognized.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading -Proposed Ordinance #23-15 - Amending the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR): Carter Case - LUPA-23-0003

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

Approval of a Land Use Amendment changing the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR) on approximately 3.4 acres of land.

Deputy City Attorney Kalanit Oded read Ordinance #3081 by title.

Planner Brenda Ryan reviewed the details of the proposed land use amendment which consists of two (2) parcels, approximately 3.4 acres, adjacent to the airport. She explained that the parcels were tied to the 2019 Small Enclave Annexation Interlocal Agreement with Osceola County. A scrivener's error was found and a request from the property owner that was received prior to the annexation for these changes. The residential designation is compatible with surrounding areas. Staff is recommending approval after holding the Public Hearing.

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

Commissioner Alvarez moved to adopt Ordinance #3081. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.B Public Hearing - Second and Final Reading -Proposed Ordinance #23-16 - Amending the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC): Carter Case - ZMA-23-0004

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

Approval of a Zoning Map Amendment to change the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC) on approximately 3.4 acres of land.

Deputy City Attorney Oded read Ordinance #3082 by title.

Planner Brenda Ryan reviewed the zoning request which is a companion item of the previously approved land use amendment. She explained that rezoning the property will ensure the property is compatible with the land-use should there be development in the future. Staff is recommending approval after holding the Public Hearing.

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

Commissioner Castano moved to adopt Ordinance #3082. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.C Public Hearing - First Reading - Proposed Ordinance #23-17 - Establishment of a Police and Fire Impact Fee

AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

Staff requests the approval of the First Reading of the Proposed Ordinance #23-17 for the establishment of a Police and Fire Impact Fee.

Deputy City Attorney Oded read Proposed Ordinance # 23-17 by title.

Assistant City Attorney Curtis McGehee reviewed a PowerPoint presentation and report attached to the agenda providing details on the need for Police and Fire impact fees based upon methodology and a comprehensive study conducted by Raftelis, a consultant hired by the City. This study was previously presented in a public meeting both at the July 18, 2023 City Commission meeting and at a Public Workshop held on July 25, 2023. The consultant's report recommended the City impose Police and Fire impact fees due to inflation costs to provide consistency with surrounding government agencies. The proposal offers the ability to waive the impact fees for affordable housing developments. Staff is recommending approval after holding the Public Hearing.

Mayor Gonzalez announced the Public Hearing and invited Imran Mohammad to the podium for public comment. Mr. Mohamad, President of the Osceola County Association of Realtors, 1105 Cross Prairie Parkway, Kissimmee, spoke in opposition to the enactment of Police and Fire impact fees due to high inflation. He expressed that adding impact fees would negatively impact home prices and ownership opportunities. They are requesting to sit with City staff before this comes to the Commission for final reading.

Commissioner Castano, Commissioner Eady and the City Manager Steigerwald discussed meeting with the Osceola County Association of Realtors to find a compromise on the impact fees, and the effects of inflation on all organizations, private and public alike, which is the sole purpose for establishing Fire and Police impact fees to offset the raising costs.

Commissioner Eady announced she would not be in attendance for the second reading on September 12, 2023 and she would like to be present for all final votes regarding impact fees. There were no other members of the audience who desired to speak in opposition, therefore City Manager Steigerwald recommended approval of the First Reading and suggested a meeting be scheduled between all parties before the Second Reading scheduled for September 12, 2023 or if the Commission desires, the second and final reading may be continued to September 26, 2023 which would allow for 6-weeks time to meet with those in opposition.

Commissioner Alvarez moved to approve the First Reading of Proposed Ordinance #23-17. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Mayor-Commissioner Gonzalez, Commissioner Castano
NAY: None

Motion carried 4 - 0.

4.D Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance

AN ORDINANCE AMENDING “THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE,” CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HEREWITH AND PROVIDING AN EFFECTIVE DATE

Staff requests approval of the first reading of Proposed Ordinance #23-18 which will amend the Parks and Recreation Impact Fee section of the City Code.

Deputy City Attorney Oded read Proposed Ordinance #23-18 by title.

Assistant City Attorney McGehee, reviewed a PowerPoint presentation and report attached to the agenda providing details on the need for an increase to the current Parks and Recreational Impact fees based upon methodology and a comprehensive study conducted by Raftelis. He explained that these impact fees are separate from the Police and Fire fees previously discussed and allow for funds to be used for equipment and capital improvements related to new parks and recreational facilities with a life expectancy of more than 5-years. The study results indicated that Kissimmee is on the lower side of impact fee costs in the Central Florida region, which demonstrated a need for an increase based upon "extraordinary circumstances" that include large inflationary costs and forecasted growth over the next ten years. Attorney McGehee reviewed the statutory requirements for the ordinance and stated since the fees are assessed on residential properties only there is allowances for an affordable housing waiver. In addition, the

increase in impact fees would require it be adopted by two-thirds vote of the entire Commission. Staff is recommending approval after holding the Public Hearing.

Mayor Gonzalez announced the Public Hearing.

Mr. Mohammad spoke and stated the Osceola Association of Realtors opposes an increase in impact fees.

Commissioner Eady made a motion to continue the First Reading of Proposed Ordinance # 23-18. Commissioner Alvarez seconded the motion. The City Manager and Deputy City Attorney Oded recommended that the motion be amended to include a specific date-certain-so that a legal advertisement could be placed for the general public.

Commissioner Eady amended her motion to continue the First Reading of Proposed Ordinance #23-18 to September 26, 2023 and the Second and Final Reading of Proposed Ordinance #23-18 to October 3, 2023. Staff will prepare a new legal advertisement for the same.

AYE: Commissioner Alvarez, Commissioner Eady, Mayor-Commissioner Gonzalez, Commissioner Castano
NAY: None

Motion carried 4 - 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 Castano made a motion to approve the Consent Agenda in its entirety. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

7.A Approval of City Commission Minutes from the August 1, 2023 Commission Workshop and Commission Meeting

Request Commission approval of the August 1, 2023 Commission meeting and workshop minutes.

7.B Acceptance of a donation from Osceola County for portable basketball courts and goals

Acceptance of a donation from Osceola County for three basketball courts and six basketball goals which were previously used at Osceola Heritage Park.

7.C Approval of a Resolution to accept a Public Transportation Grant Agreement from the Florida Department of Transportation for Taxiway D Rehabilitation Design

Approval of a Resolution to accept a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) in the amount of $40,000.00 for Taxiway D Rehabilitation Design at Kissimmee Gateway Airport.

7.D Approval for the Purchase of Two (2) Firefighting Apparatus

Approval to make an advanced purchase of two (2) firefighting apparatus scheduled for replacement in FY2026 due to extended manufacturer delivery dates.

7.E Acceptance of Donation from Walmart Foundation for Shop with a Cop

City Commission acceptance of donation in the amount of $1,000 from the Wal-Mart Foundation for the purchase of Christmas gifts for the “Shop with a Cop” Program.

7.F Approval to use funds from the Law Enforcement Trust Fund for the City-Wide Security Enhancement Project

The Police Department requests that the Commission approve the use of $182,500 from the Law Enforcement Trust Fund (LETF) to partially fund the first phase of the City-Wide Security Enhancement Project (Project).

7.G Application of the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation from the U.S. Department of Justice

Request City Commission approval to submit an application for the FY 2023 Bureau of Justice Affairs (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation from the United States Department of Justice Office.

7.H Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the Denn John Middle School Gymnasium

Approval of the Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the Denn John Middle School Gymnasium.

7.I Kissimmee Executive Park Replat - Final Plat (DRC# SR-23-0005)

Approval of the final plat known as Kissimmee Executive Park Replat.

7.J Commission Ratification of Collective Bargaining Agreement Reopeners with the Florida State Lodge Fraternal Order of Police Inc. (FOP) Representing the Police Officers, Corporals and Detectives Unit, and the Contract for the Sergeants Unit

Commission ratification of the amendments to the Collective Bargaining Agreement (CBA) with the Florida State Lodge Fraternal Order of Police Inc. (FOP) representing the Police Officers, Corporals and Detectives Unit, and the Contract for Sergeants Unit.

7.K Consent To Sub-Lease Between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

Request City Commission approval of Consent to Sub-Lease between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

7.L Agreement for Traffic Control Jurisdiction between the Cypress Ridge Community Homeowners Association, Inc and the City of Kissimmee

The Police Department requests the Mayor to sign the Agreement for Traffic Control Jurisdiction between The Cypress Ridge Community Homeowners Association, Inc. and the City of Kissimmee.

7.M Authorization to submit an application for the Fiscal Year 2022 Justice Assistance Grant made available by the U.S. Department of Justice

The Kissimmee Police Department requests the Commission review and approve the submittal of an application for the Fiscal Year 2022 Justice Assistance Grant (JAG-C) program.

8. DISCUSSION ITEMS

8.A UCF Small Business Development Center Annual Report and Services Agreement

UCF Florida Small Business Development Center (SBDC) Presentation and request to continue agreement for FY 2023-24.

Economic Development Director Tom Tomerlin reviewed a PowerPoint presentation (Exhibit “A”) that focused on four primary areas of economic development. Mr. Tomerlin introduced Mr. Rafael Pratts with the SBDC, who provided the Commission and staff with a packet of information (Exhibit "B") focusing on small businesses' growth and various resources provided by their organization. He invited the City Commission to an upcoming workshop on Credit Reporting & Financial Management on August 31, 2023 at 2:00 p.m. at the Osceola Chamber. Mr. Pratts highlighted some success stories and thanked the City for their partnership.

Commissioner Castano made a motion to approve the service agreement in the amount of $30,000. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Mayor-Commissioner Gonzalez, Commissioner Castano
NAY: None

Motion carried 4 - 0.

8.B Prospera Annual Report and Services Agreement

Prospera annual report presentation and request to continue agreement for FY 2023-24.

Economic Development Director Tomerlin introduced Katia Medina, Vice President of Prospera and informed the Commission that this year's request is to increase the service contract from $10,000 to $20,000 to offset costs for the high demand for services provided by Prospera. Ms. Medina presented a PowerPoint presentation attached to the agenda which reviewed the organization's mission, calendar year impacts, and client testimonials.

Ms. Grisselle Superiano, owner and operator of Gavash, Inc., and a client of Prospera provided comments on her positive experience working with the organization. She explained that Prospera did not just help her business grow financially, but they provided her with vital educational resources and a scholarship opportunity to enhance her personal development.

The Commissioners and Ms. Medina discussed Prospera's mission and target services provided to the community, specifically their focus on assisting the Hispanic and Latino demographic with their Spanish-speaking and bilingual services. Ms. Medina confirmed that Prospera partners with many other agencies including the Black Business Investment Fund ("BBIF") and Small Business Development Center ("SBDC") to provide additional services such as training programs and other lending and funding resources for businesses. She indicated that a large percentage of their clientele is from Osceola County and Kissimmee. Economic Development Director Tomerlin emphasized the importance of diversity in entrepreneurship and endorsed Prospera's business relationships throughout the County.

Commissioner Castano made a motion to approve the service agreement in the amount of $20,000. Commissioner Alvarez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Mayor-Commissioner Gonzalez, Commissioner Castano
NAY: None

Motion carried 4 - 0.

8.C Commission Review and Approval of Legislative Priorities for 2024

Commission review and approval of the 2024 Proposed Legislative Priorities.

City Manager Steigerwald reviewed the 2024 Proposed Legislative Priorities list in detail, (Exhibit "C"). He announced the deadline for the appropriations is September. Staff is recommending approval of these initiatives and will report back to our lobbyists pending Commission approval.

Commissioner Eady made a motion to approve the 2024 Proposed Legislative Priorities. Commissioner Castano seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Mayor-Commissioner Gonzalez, Commissioner Castano
NAY: None

Motion carried 4 - 0.

8.D Advisory Board Vacancy: Parks and Recreation Advisory Board

The Commission is requested to make an appointment to fill a vacancy due to the death of a member on the Parks and Recreation Advisory Board.

Mayor Gonzalez requested to make the appointment at the next regularly scheduled Commission meeting for September 12, 2023.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald introduced a walk-on item to the agenda for Commission approval. He reviewed the intent of selling the Kissimmee Charter School as previously discussed in the Budget Workshop on July 25, 2023. In order to move forward with the sale, Imagine Schools must take possession of the Charter. Staff is recommending approval of the Charter Transfer Agreement (Exhibit "D"). Once the Charter is officially transferred, staff would then need to negotiate a temporary lease so that the school could continue to pay the City rent for the building we own until we are able to finalize the sale. Staff is recommending approval of the Transfer Agreement and for the City Manager to negotiate and execute a temporary lease agreement.

Commissioner Eady made a motion to approve the Charter School Transfer Agreement and to authorize the City Manager to negotiate and execute a temporary Lease Agreement with the Charter School. Commissioner Castano seconded the motion.

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

Commissioner Castano
NAY: None

Motion carried 4 - 0.

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:34 PM.

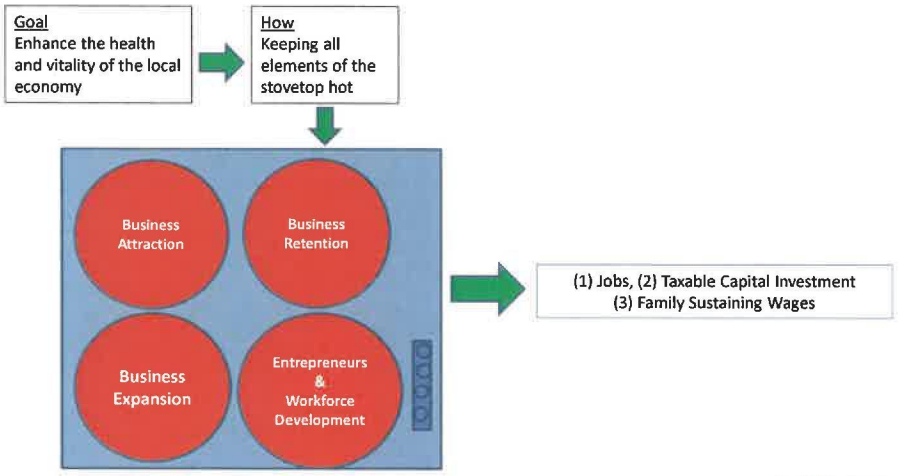
MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit “A”
PowerPoint Presentation
Item 9.A.

Economic Development – in practice



Economic Development – Team Sport w/Partners

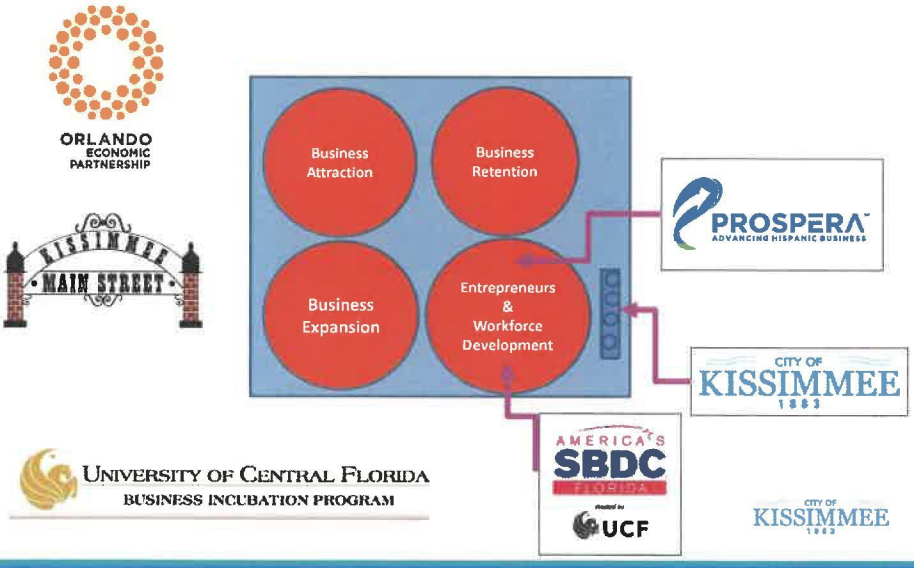


Exhibit “B”
SBDC Packet Information
Item 8.A.

AMERICA'S SBDC FLORIDA

Hosted by UNIVERSITY OF CENTRAL FLORIDA

Helping Businesses Grow & Succeed

Florida SBDC at UCF - Osceola County

1425 E. Vine Street

Kissimmee, Fl. 34744

407.847.2452

www.sbdcorlando.com/osceolacounty

Interested In...

- ✓ **Increasing Sales**
- ✓ **Improving Cash Flow**
- ✓ **Starting a Business**
- ✓ **Exporting/Importing**
- ✓ **Obtaining Financing**
- ✓ **Winning Government Contracts**
- ✓ **Preparing for a Disaster**

Our Business Consultants Can Help at "No Cost"

The Florida SBDC at UCF provides high-quality management advice and comprehensive business training to potential, existing and emerging entrepreneurs in order to promote business formation, capital expansion, sales growth, innovation productivity and improved management capability. Our funding partners include the U.S. Small Business Administration, State of Florida, Osceola County and the City of Kissimmee. Their financial support allows us to offer consulting at **no-cost**, business workshops, and business data & information.

Available Resources:

1. **Business Consulting** | confidential consulting sessions with professional business consultants from the Florida SBDC at UCF. Services: Growth Acceleration, International Trade, Resource Network, Government Contracting, Veteran's Business Outreach, and Business Continuation.
2. **Workshops, Seminars, and Networking** | Educational events provides current and practical information on a wide range of business topics ranging from the basics to advanced business management skills.
3. **Business Data & Information** | Access to high-cost databases and business research resources, including the experts who know how to put the information to work; from interpretation to implementation.

Call 407-847-2452 to schedule an appointment or to learn more about the FSBDC at UCF visit www.sbdcorlando.com/osceolacounty. We look forward in helping your company grow and succeed!

State Designated as Florida's Principal Provider of Business Assistance [§ 288.001, Fla. Stat.]

GROWTH XChange

Growing Businesses to the Next Level

Connecting Executives

Designed specifically for second-stage companies, GROWTH XChange offers a confidential setting for top executives to discuss vital business issues, opportunities and trends with a group of peers.

Cultivating Leaders

GROWTH XChange presents top executives with the opportunity to broaden their business perspective and gain new knowledge by engaging in collaborative thinking and problem-solving – giving them the ability to more effectively lead their companies.

How It Works

A group of more than 12 top executives from non-competing businesses are selected to form a group. Under the guidance of a trained facilitator, the group meets for two and a half hours at breakfast, at least ten times per calendar year. Qualifications for the program include:

- Must be the owner, chief executive officer, president or top-level officer of the company.
- Company has generated $250,000 to $1 million in annual sales revenue.
- Company has a goal of growth.
- Willingness to consistently attend and participate in the program for one year.
- Willingness to maintain confidentiality.
- Willingness to listen, learn and network.

APPLY TODAY

Please complete the GROWTH XChange online application available at sbdcorlando.com/osceolacounty.

A $175 non-refundable, administrative fee will be due upon acceptance to the program.

For questions, please contact:

Rafael E. M. Pratts
Program Manager
FSBDC at UCF - Osceola County
1425 E. Vine Street
Kissimmee, FL. 34744
407.847.2452
rpratts@ucf.edu

AMERICA'S SBDC FLORIDA

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The FSBDC at UCF is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Defense of Defense, State of Florida and other private and public partners, with the University of West Florida serving as the network's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals.

State Designated as Florida's Principal Provider of Business Assistance [288.001, Fla. Stat.]

Helping Businesses Grow & Succeed

GROWTH XChange

Connecting Executives...Cultivating Leaders

2023-2024 Schedule

Rountable Discussions

The GROWTH XChange program will meet every month starting on October 3, 2023 until September 3, 2024.

October 3	7:30 – 10:00 am
November 7	7:30 – 10:00 am
December 5	7:30 – 10:00 am
January 9	7:30 – 10:00 am
February 6	7:30 – 10:00 am
March 5	7:30 – 10:00 am
April 2	7:30 – 10:00 am
May 7	7:30 – 10:00 am
June 4	7:30 – 10:00 am
July 2	7:30 – 10:00 am
August 6	7:30 – 10:00 am
September 3	7:30 – 10:00 am

Meeting Location & Details

The 2023-24 GROWTH XChange program will meet at The Osceola Chamber for our scheduled roundtable discussions. Continental breakfast is included with each meeting.

The Osceola Chamber
1425 E. Vine Street
Kissimmee, FL. 34744

Benefits & Services

GROWTH XChange was designed to provide top executives and business owners with the relationships, tools, training, ideas and guidance to succeed.

In addition to the roundtable discussion events, participants receive the following benefits:

- ★ One-on-one consulting and active communication by a Certified Business Consultant throughout the year.
- ★ Invitation to all FSBDC at UCF events, workshops and seminars.
- ★ Invitation to all FSBDC business networking events.
- ★ Information resources, financial analysis, industry research, etc.

FOR MORE INFORMATION CONTACT:

Rafael E. M. Pratts, Program Manager
Florida SBDC at UCF - Osceola County
1425 E. Vine Street
Kissimmee, FL. 34744
407.847.2452
rpratts@ucf.edu

AMERICA'S SBDC FLORIDA

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→ www.sbdcorlando.com/osceolacounty

Florida SBDC at UCF - Osceola County

Business Seminars

Helping Businesses Grow & Succeed

Credit Reporting & Financial Management

Speaker(s): Naomi Norris & Alicia Hermosa | TRUIST
Lonnie Koyama | U.S. Small Business Administration (SBA)

August 2023

Join us at this workshop and learn about business credit reports & financial management to improve your understanding of underwriting, credit decisions/analysis and financing options to start or grow your business. Equally important, the workshop will share important steps and best practices to building a better financial future for your business and how to approach your lender for financing.

When: Thursday, August 31th, 2023 from 2:00pm to 5:00pm

Where: The Osceola Chamber
1425 E. Vine Street Kissimmee, Fl 34744

Telephone: 407-847-2452

Cost: No Cost

Online Registration: https://bit.ly/47kJRMw

Parents Note: We ask you please not to bring children to the workshops or Information sessions who can be a distraction to others. Your cooperation can help us serve you more effectively.

AMERICA'S SBDC FLORIDA
Hosted by UNIVERSITY OF CENTRAL FLORIDA

Florida SBDC at UCF - Osceola County
1425 East Vine Street
Kissimmee, FL 34744
407.847.2452
www.sbdcorlando.com/osceolacounty

State Designated as Florida's Principal Provider of Business Assistance [288.001, Fla. Stat.]

Dates and times are subject to chang

The FSBDC at UCF - Osceola County is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Department of Defense, State of Florida and other private and public partners, with the University of West Florida serving as the network's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals.Reasonable accommodations for persons with disabilities and/o

Exhibit “C”
2024 Legislative Priorities Hand Out
Item 8.C.

LEGISLATIVE PRIORITIES
2024

Bermuda Estates and Lyndell Flood Mitigation Project

Hurricane Ian delivered 15-20 inches of rainfall within a 36-hour period in the city of Kissimmee. It has been documented that the effects of this storm are one of the worst in Kissimmee history. With more than 80k residents and hundreds of businesses, the impacts of Hurricane Ian continue to consume the fears of our community regarding what will be done to mitigate the devastating flood affects in the future. With increased runoff from unprecedented rainfall and ground saturation, stormwater management systems were inundated for longer times resulting in significant flood damage to more than 700 units of housing and dozens of businesses. In addition to the property damage and public health concerns, Osceola County experienced disruption of critical facilities such as Advent Health Kissimmee Hospital and Osceola Regional Medical Center due to flooding. A combination of all these adverse effects have created a public outcry from community leaders and business owners to mitigate future flood impacts with a renewed urgency.

The City has been making improvements to the current stormwater system to mitigate current flood prone areas, in addition to several neighborhoods that experienced significant flooding during the catastrophic events of the storm. The City moved forward with funding the design and engineering costs for the improvements to these neighborhoods. Unfortunately, escalating costs have made constructing the improvements a challenge.

The purpose of this project is to make improvements along a drainage system by upgrading 450 LF of pipe and strategically placed yard drains. In addition, curb inlets and stormwater pipe system improvements will address impacts to homeowners slowly recovering from flood damage and fears of flooding re-occurring.

Funding Request: $1,155,610
City Match: $307, 036

Intersection Safety Improvement for Thacker Avenue and Flora Boulevard

Flora Boulevard and Thacker Avenue are located in the northeast quadrant of the city. This intersection is located west of John Young Parkway and South of Osceola Parkway. It is a connection point that creates accessibility to major retail centers such as the Loop and Loop West. More than 3,000 units of housing have been added to the area within a five-year period due to the construction of multiple housing developments. At the time of permitting, a signal was not warranted but traffic safety concerns are rising due to the proximity of Flora Ridge Elementary School and the number of children who walk to school utilizing this intersection. The intersection is currently managed by a four way stop sign which is not adequate for the unpresented increase in four lane traffic.

The request is for funding to the construction of a signal for this four-lane intersection at Thacker Ave. and Flora Blvd. Development and tremendous growth have hastened the need for a signaled intersection to improve pedestrian and roadway safety. The cost escalations of construction materials and labor have made the funding of this intersection a challenge.

The city is requesting assistance to improve the safety of pedestrians, bicyclists, and motor vehicles entering this busy intersection now operating with a 4 way stop sign.

Funding Request: $750,000
City Match: $100,000

Hill Street Pedestrian Improvement Project

Hill Street is a historic neighborhood with a need to improve the walkability of the neighborhood by adding sidewalks. The purpose of this request is to add sidewalks along the northside of the neighborhood from Emory Avenue to John Young Parkway. This improvement will add pedestrian connectivity and another safe walking path for pedestrians walking to the local elementary school and community park. This segment will complete connectivity to the Emory Canal Trail completed in 2021.

Funding request: $140,000
City match: $130,000

Kissimmee Gateway Business Airpark South- Utility Improvements

Approximately 163± acres make up the Southwest Quadrant of Kissimmee Gateway Airport (ISM). This property previously operated as a Golf Course, has the potential to become the epicenter of industrial development within the city limits. The City of Kissimmee's vision is to have an employment center of statewide impact developed at this location. It is extremely rare to have acreage of this size, with airfield access and a strategic location become developable. Increasing the median income in the region is a top priority that can only be accomplished through job creation and quality capital investment and the Kissimmee Gateway Airport has a unique opportunity to create new aviation uses.

The airport accommodates general aviation air service 24 hours a day with two paved airport runways at 5,000 and 6,000 feet, respectively. There are two Fixed-Based Operators (FBOs) on-site as well as a number of flight training schools, aviation industry academies, and a new aerospace business park.

The provision of electricity and water to the site will make the land development ready. The property is exceptionally well suited for aircraft manufacturing, maintenance/repair/overhaul operations, flight training, and other aviation related use. Of particular note, is recent interest coming from electric vertical take-off and landing (eVTOL) aircraft manufacturing and assembly operations.

This request is intended to make the site of 163± airport acres ready for development through capital improvements to both the transmission and distribution power network. Any new development will require increased capacity through the addition of a substation and feeder lines within the Kissimmee Utility Authority (KUA) service area. The current capacity is 5MW but needs to be increased to at least 20MW. Several prospective businesses with the potential to add up to 4,000 jobs have identified ISM as a potential site for relocation or expansion but the lack of power capacity prevented further consideration.

This request is intended to advance and fortify site readiness of 163± airport acres by completing 3,500 feet of corridor infrastructure improvements to the site. This work would include the excavation and grading necessary to prepare the undeveloped areas for capital improvements to both the transmission and distribution power network within the Kissimmee Utility Authority (KUA) service area by increasing the power generation and distribution from 5MW to 20MW.

City Request: $500,000
City Match: $100,000

LEGISLATIVE SUPPORT (State):

Cyber Security Funding

The City is requesting support for the continuation of State Cyber Security Grants. The State of Florida Digital Services received $30 million for capability grants provided to local government entities. The City has received Cyber Security software and services valued at more than $300,000. Continued funding will ensure local government's have security measures and infrastructure in place to prevent threats that could negatively impact government operations.

FDOT Aviation Funding

The State legislature is being asked to fully fund the Aviation Work Program State Funding for the Airport Development Grant Program at current/historical levels. These funds generate a strong return on investment for taxpayers and assists the Kissimmee Gateway Airport in planning, constructing and maintaining aviation facilities.

National airline efforts to reduce the tax rate on aviation fuel has resulted in the rate being cut twice in recent years. The fuel taxes automatically go to the State Aviation Trust Fund to ensure a reliable aviation revenue source. Further attempts to waive, reduce or suspend existing aviation fuel taxes should be opposed.

In addition, clarification is requested of FS 196.012 regarding the exemption of airport leases associated with aviation related services from local ad valorem tax assessments. This exemption should be consistent for all Florida airports to maintain a competitive job-growth environment and assist aviation services to sustain and grow operations.

These issues are extremely important as the Kissimmee Gateway Airport seeks to develop approximately 200 acres of property. State Aviation Funding will be requested for planning and constructing infrastructure to support this growth and economic contribution to the region and state, currently valued at almost $1 billion in Kissimmee alone.

Emergency Medical Services Issuance of Controlled Substances

The City supports efforts to allow paramedics to administer controlled substances and allow Florida licensed EMS providers to obtain a DEA registration. In 2017, the Protecting Patient Access to Emergency Medications Act (PPAEMA) was signed into law allowing EMS agencies to receive their own DEA registration to administer controlled substances. The PPAEMA also explicitly allows EMS agencies to "administer controlled substances

in schedule II, III, IV, or V outside the physical presence of a medical director or authorizing medical professional." To do so, the EMS agency must (1) be authorized to do so by state law and (2) have a standing order or verbal order from a medical director or an authorizing medical professional. Florida State Statute 893.05 specifically does not allow a paramedic to administer controlled substances in the physical absence of a physician, an advanced practice registered nurse, or a physician assistant. Florida statutes and rule do not allow for the registration of a licensed EMS provider, instead requiring the EMS provider's medical director to obtain such DEA registration.

Funding for Workforce Development and Recruitment

The Florida fire service is experiencing significant challenges in recruiting new firefighters and especially firefighter/paramedics. The City supports efforts through both legislation and funding to help ensure that local communities have the human resources they need to protect and serve their communities through grants, scholarships, and educational assistance programs that encourage recruitment and retention in the fire services.

LEGISLATIVE SUPPORT (Federal):

Kissimmee Gateway Airport Tower

The city is requesting construction funding for a new control tower. Replacement of the existing tower is necessary to meet the Federal Aviation Authority (FAA) criteria regarding the need to increase the tower height and upgrade equipment. The construction estimates for the project total $16M. In compliance with FAA projects, the city is required to have funds available for the local share match but will request assistance from the State Aviation Fund to meet this requirement.

As of October 2021, more than 154,000 take offs and landings have taken place at KGA, and we are on track to exceed previous year totals. In addition, more than $7M in investment has occurred over the past five years to improve safety and security. A new tower is critical to ensuring the continued safety for aircraft activity on the airport and residents/businesses surrounding the airport.

Lake Tohopekaliga Water Quality Improvements

As the headwaters to the Everglades, Lake Toho, is an 18,810-acre lake located southeast of the City of Kissimmee. This intricately connected waterbody is affected by water ways from the north and south. Due to the muck build-up and invasives in the lake, water quality and storage has been significantly reduced. The north portion of the lake once provided critical storage and access but is now overgrown with mature vegetation and invasives which need to be removed.

Unfortunately, Osceola County experienced unprecedented flooding and loss of property during the events of Hurricane Ian. Approximately 700 homes experienced major losses, in addition to hundreds more that would have been subjected to the same fate had the lake continued to rise. As a primary storm water storage resource, Lake Tohopekaliga (Toho) mitigates flood impacts such as structural damage, loss of use and overall quality of life as a critical part of our natural stormwater system.

Efforts to protect water quality in Kissimmee, especially at Shingle Creek & Lake Toho are being studied by the Army Corp of Engineers but will be unsuccessful without the on-going support of state and federal regulators. These precious water bodies provide natural recreation, increase economic benefits, sustain the "live, work, play lifestyle" for our 340K countywide citizens and serve as a destination to hundreds of thousands of visitors annually.

The City is requesting federal support to move forward with the treatment of invasive species and organic material (muck) buildup in Lake Toho's northern most section. Federal assistance is critical to regain vital water storage capacity and preserve water quality while assuring the fiscal vitality of Kissimmee's quality of life. Restoring capacity and managing invasive plants are critical to the health of Florida's ecosystem.

Exhibit “D”
Walk-On Item
Charter School Transfer Agreement
Item 8.C.

Approval of the Agreement between the City, School Board of Osceola County and Imagine Schools, Inc. to transfer of the school charter for the Kissimmee Charter Academy to Imagine.

Request: Commission approval to approve the agreement to transfer the Charter for the Kissimmee Charter Academy (KCA) from the City of Kissimmee to Imagine Schools.

Explanation: The is the first step as part of the process for the proposed sale of the Charter School to Imagine Schools. The charter to operate the school issued by the School District must be assigned to Imagine Schools in order for them to be able issue bonds to purchase the building. This agreement accomplishes this, and was approved by the School Board at their August 1, 2023 meeting.

Once the charter is transferred, the management agreement between the City and Imagine will be terminated, so a lease will need to be put in place for the building until such time as the sale is completed.

Recommendation: Approval of the agreement to transfer the KCA Charter to Imagine Schools, and authorization for the City Manager to negotiate and execute an interim lease for the charter school.

Contract # C-08-0012-A10

Approval Date: _____

ASSIGNMENT AND AMENDMENT AND CONSENT TO ASSIGNMENT OF CHARTER RENEWAL CONTRACT

THIS ASSIGNMENT AND AMENDMENT AND CONSENT TO ASSIGNMENT OF CHARTER RENEWAL CONTRACT ("Agreement") is made, entered into, and effective as of the last date signed by the parties (the "Agreement Effective Date"), by and between

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA
(hereinafter referred to as "Sponsor"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
817 Bill Beck Boulevard,
Kissimmee, FL 34744 and

CITY OF KISSIMMEE FLORIDA
(hereinafter referred to as "Assignor"),
a body corporate operating and
existing under the Laws of the State of
Florida, whose principal place of
business is 101 N. Church Street,
Kissimmee, FL 34741 and

IMAGINE KISSIMMEE CHARTER ACADEMY, LLC
(hereinafter referred to as "Assignee"),
a Florida not-for-profit limited liability
company, whose principal place of
business is 2850 Bill Beck Boulevard,
Kissimmee, FL 34744

WHEREAS, Sponsor and Assignor entered into a Charter Renewal Contract dated as of the 1st day of July, 2020 (the "Assigned Contract"), for operation of a charter school known as the Kissimmee Charter Academy (the "School"); and

WHEREAS, Assignor desires to transfer and assign its rights, duties and obligations under the Assigned Contract to the Assignee effective as of July 1, 2023 (the "Assignment Effective Date"), and Assignee desires to assume and accept Assignor's rights, duties and obligations under the Assigned Contract effective as of the Assignment Effective Date, which assignment requires the prior written consent of Sponsor; and

WHEREAS, pursuant to Section 12.D. of the Assigned Contract, it may be assigned with the consent of the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Assignment of Assigned Contract**. Assignor does hereby assign, transfer, convey and set over unto Assignee and its successors and assigns, all of its rights, title and interest in the Assigned Contract effective as of the Assignment Effective Date, subject to all terms, conditions, covenants, and provisions contained in the Assigned Contract.

2.2 **Acceptance and Assumption**. Assignee does hereby accept assignment of the Assigned Contract and does hereby assume all of Assignor's rights, title and interest in the Assigned Contract and agrees to perform the obligations of the charter holder under the Assigned Contract arising therefrom on and after the Assignment Effective Date.

2.3 **Consent by Sponsor**. Sponsor does hereby grant its unconditional consent to the assignment of the Assigned Contract from Assignor to Assignee, as of the Assignment Effective Date, and on the terms and conditions set forth herein. Sponsor and Assignor each acknowledge and, agree that Assignor's duties under the Assigned Contract arising prior to the Assignment Effective Date: (1) are not extinguished by this assignment or Sponsor's consent to this assignment; (2) are not transferred to Assignee by this Agreement; and (3) are not, and do not become, the obligations or responsibilities of Assignee. Without limiting the generality of the foregoing, Assignor remains subject to the Assigned Contract's provisions for auditing of records for duties, responsibilities and obligations of Assignor under the Assigned Contract prior to the Assignment Effective Date.

2.4 **Representations and Warranties of Assignor**. Assignor hereby represents and warrants as follows: (1) the Assignor has fulfilled, and covenants that it will fulfill when due, all obligations of the charter holder and/or School, under the Assigned Contract that were to have been observed or performed from the first day of the Assigned Contract's Term through the Assignment Effective Date; (2) to the best of Assignor's knowledge and belief, as of the Agreement Effective Date, there is no fact, event or condition existing, now or through the Assignment Effective Date, which, with notice or lapse of time or both, would constitute a termination, or good cause for a termination, or any breach or default thereunder; (3) to the best of Assignor's knowledge and belief, that the Assigned Contract is valid, binding and enforceable against Assignor and Sponsor in accordance with its terms; (4) to the best of Assignor's knowledge and belief, that the Assigned Contract is assignable by the Assignor to the Assignee without the consent of any third party other than Sponsor, whose consent is given above; (5) that no monetary consideration under the Assigned Contract has been prepaid by Sponsor to Assignor; and (6) as of the Assignment Effective Date, it has transferred title and possession to all personal property associated with the School to the Assignee.

2.5 **Representations and Warranties of Assignee**. Assignee represents and warrants as follows: (1) it is manager-managed not-for-profit Florida limited liability company in good standing with the State of Florida; and (2) it is a nonprofit organization as required by Section 1002.33(12)(l), Florida Statutes and as set forth in its organizational documents, which consists of its Articles of Organization and Operating Agreement and Bylaws (the "Assignee Organizational Documents").

2.6 **Representations and Warranties of Sponsor**. Sponsor, for itself, its successors and assigns, hereby represents and warrants as follows: (1) that all obligations of Assignor under the Assigned Contract that were to have been observed or performed from the first day of the Assigned Contract's Term through the Assignment Effective Date have in fact been observed, performed or otherwise excused, such that Assignor is not in default under, or in breach of, the Assigned Contract; (2) as of the Agreement Effective Date, there is no fact, event or condition existing, now or through the Assignment Effective Date, which, with notice or lapse of time or both, would constitute a termination, or good cause for a termination, or any breach or default thereunder; (3) that the Assigned Contract is valid, binding and enforceable against Sponsor and Assignor in accordance with its terms; (4) that the Assigned Contract is Assignable by the Assignor to the Assignee without the consent of any third party or governmental authority other than Sponsor, whose consent is given above; and (5) that no monetary consideration under the Assigned Contract has been prepaid by Sponsor to Assignor.

2.7 **Contract in Good Standing**. Assignor, to the best of Assignor's knowledge and belief, and Sponsor, agree, acknowledge and reaffirm that 1) the Assigned Contract is in good standing; (2) neither the Assignor nor the Sponsor is in default of its obligations under the Assigned Contract; and (3) all covenants and obligations of the Assigned Contract have been met and/or satisfied. Assignor and Sponsor agree that, except as expressly set forth herein, the Assigned Contract is ratified and confirmed as written. The Parties hereto acknowledge and agree that this Agreement shall supersede and control any conflicting terms in the Assigned Contract. All other terms and conditions of the Assigned Contract, except as modified herein, shall remain in full force and effect.

ARTICLE 3-AMENDMENT TO ASSIGNED CONTRACT

3.1 **Notices**. The Notices provision of Section 12(K) of the Assigned Contract shall be revised to replace the notice addresses for the School with the following single address: [Imagine Kissimmee Charter Academy, LLC], 2850 Bill Beck Boulevard, Kissimmee, FL 34744.

3.2 **School Name**. The School name will remain Kissimmee Charter Academy.

3.3 **Term of Charter**. The end of the term of the Charter, as set forth in Section 1.B.2. of the Assigned Contract is extended to June 30, 2030.

3.4 **Appendices**. Appendix 3 of the Assigned Contract, relating to the Governance Documents, is replaced by the Assignee Organizational Documents.

3.5 **Savings Clause**. The Assigned Contract, as amended hereby, shall continue in full force and effect.

ARTICLE 4-MISCELLANEOUS PROVISIONS

4.1 **Captions**. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.2 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.3 **Counterparts**. The Agreement may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment and Amendment and Consent to Assignment of Charter School Agreement as of the Agreement Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

FOR SPONSOR

ATTEST (WITNESS):

By: _____
Print Name: Dr. Mark Shanoff
Title: Superintendent

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: _____
Teresa "Terry" Castillo, Chair

Date Approved: 8/1/23

APPROVED AS TO FORM:

By: _____
Frank Kruppenbacher, Esq.

Date: 8/1/23

FOR ASSIGNOR

ATTEST (WITNESS):

CITY OF KISSIMMEE, FLORIDA

By: _____
Olga Gonzalez, Mayor- Commissioner

_____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

FOR ASSIGNEE

ATTEST (WITNESS):

By: _____
Print Name: _____
Title: _____

IMAGINE KISSIMMEE CHARTER ACADEMY, LLC. d/b/a KISSIMMEE CHARTER ACADEMY

By: _____
_____

Date Approved: _____

ITEM 7.B
Creation of Capital Asset Policy increasing capitalization threshold

Request

Approval of the formal Capital Asset Policy including increasing the capitalization threshold for capital assets.

Explanation

The term capital assets is used to describe assets that are used in operations and that have initial lives extending beyond a single reporting period. Capital assets may be either intangible (e.g., easements, water rights, licenses, leases) or tangible (e.g., land, buildings, building improvements, vehicles, machinery, equipment and infrastructure). When these items are reported in our financial statements, they are considered to be capitalized. Currently, the City capitalizes any item that costs more than $1,000. The Government Finance Officer's Association (GFOA) recommends that state and local governments adhere to the appropriate guidelines for capitalization thresholds. One of those guidelines is the recommendation of a minimum capitalization threshold of $5,000 for any individual item.

The City does not have a current capital asset policy. This policy formalizes Staff's accounting procedures related to capital assets, GFOA guidelines and raises the City's capitalization threshold to $5,000 to be in line with today's best practices.

Recommendation

Staff recommends approval of the formal Capital Asset Policy including increasing the capitalization threshold for capital assets and permission for the City Manager to approve any immaterial changes in the future.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. Capital Asset Policy Draft 6.2.23 - TR

CITY OF KISSIMMEE

CAPITAL ASSET POLICY

May 12, 2023

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Policy

The City of Kissimmee invests a significant amount in capital assets in pursuit of its mission, as well as to maintain or improve the level of service expected by its citizens. These assets play an essential role in the City's ability to diversify, expand and cope with growth, and improve environmental conditions. That level of service can only be assured if adequate consideration is given to maintaining and expanding public facilities and infrastructure. If a government fails to maintain its capital assets; equipment, facilities and infrastructure will deteriorate more quickly and necessitate costly emergency allocations of financial resources.

The objective of this policy is to establish and maintain capital asset records to comply with governmental financial reporting standards, to ensure adequate control and appropriate use of capital assets, and to provide accountability for property control.

This policy institutes the guidelines for accounting, safeguarding, and managing capital assets throughout the City. The policy establishes rules that ensures compliance, accountability, responsibility, safekeeping, and adequate control of capital assets.

Capital Asset Definition

As defined by Governmental Accounting Standards Board (GASB) Statement No. 34, capital assets are assets that exceed a certain cost threshold and have a useful life in excess of one year. The term capital assets include land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure, construction in progress, leasehold improvements and all other tangible or intangible assets plus any ancillary cost necessary to place the asset into service at its intended location. A capital asset is to be reported and depreciated, if applicable, in the government-wide and enterprise fund financial statements. Assets not capitalized are expended in the year of acquisition.

Valuation

Capital assets should be reported at historical cost (original cost when acquired). All costs associated with the purchase or construction of a capital asset should be considered, including ancillary charges necessary to place the asset into its intended location and condition for use. Ancillary charges may include freight and transportation, site preparation, installation, professional fees, temporary and permanent easements, engineering, construction management, and legal costs directly attributable to asset acquisition. Costs for training, maintenance agreements, and extended warranties which can be separately identified from the cost of the capital asset should not be capitalized.

In the absence of historical cost information, the asset's estimated historical cost may be used to value the capital asset. Donated capital assets should be reported at their acquisition value at the time of acceptance plus ancillary charges, if any. Developer contributions should be reported at their acquisition value at the time of acceptance by the City. The costs associated with general maintenance and repair that do not add value to the capital asset or materially extend the capital asset's useful life are expended in the period incurred rather than being capitalized. Significant costs, subject to the capitalization threshold for their respective asset class, which increase capacity (i.e. additional lanes on a road) or materially extend the useful life of an asset are capitalized and depreciated over the remaining useful life of the asset.

Capital Asset Thresholds

The City's capitalization threshold for all capital items except improvements is $5,000 and above. The City's capitalization threshold for improvements, infrastructure and buildings is $50,000. The capitalization threshold applies to individual items in asset categories such as equipment, furniture and fixtures, vehicular equipment, intangible assets, easements, and capital leases. The capitalization threshold does not apply to individual items within a project as the entire project will be capitalized at completion into the different asset categories. For instance, the construction of a building will require different materials that individually would be considered under the threshold for capitalization but together can be capitalized as a building.

Capital Asset Categories

The City reports the following asset classes:

- Land
- Land improvements
- Buildings
- Building improvements
- Machinery and equipment
- Vehicles
- Infrastructure
- Construction in Progress
- Right to Use Assets

Land

Land is defined as the surface or crust of the earth, which can be used to support structures and roadways. All land is to be included in this classification regardless of its value for both tracking and reporting purposes. Expenditures for land improvements that do not require maintenance or replacement, bring land into condition to commence erection of structures, not identified with structures, or that do not deteriorate with use or passage of time are additions to the cost of land and are generally not exhaustible. Land is characterized as having an unlimited life (inexhaustible) and is not depreciated.

Examples of items to be capitalized as land are as follows:

- Purchase price or acquisition value at time of donation
- Professional fees (i.e. title searches, architect, legal, engineering, appraisal, surveying, environmental assessments, etc.)
- Land excavation, fill, grading, and drainage
- Demolition of existing buildings and improvements
- Removal, relocation, or reconstruction of property of others (i.e. railroad, telephone and power lines, etc.)
- Recording costs

Land improvements

Land improvements consist of permanent improvements, other than buildings, which add value to land, require maintenance or replacement, are typically identified with structures, deteriorate with use or passage of time, and are generally exhaustible.

Examples of items to be capitalized as land improvements are as follows:

- Parking lots
- Landscaping
- Fencing
- Monuments (i.e. gateway signs)

Buildings

A building is a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable. It is generally used to house persons, property, and fixtures attached to and forming a permanent part of such a structure.

Examples of items to be capitalized as buildings are as follows:

- Purchase price or acquisition value at time of donation
- Expenditures for remodeling, reconditioning, or altering a building to make it ready for use for the purpose for which it is intended
- Environmental compliance (i.e. asbestos abatement)

- Professional fees (i.e. architect, legal, engineering, inspections, etc.)
- Cost of permits and licenses
- Completed project costs associated with the original construction of a building
- Additions to building (i.e. expansion, extension, or enlargement)

Building improvements

Improvements to existing buildings, as part of a major rehabilitation project, which materially extend the useful life of a building, increase the value of a building, or both should be capitalized.

Examples of items to be capitalized as building improvements are as follows:

- Installation or upgrade of heating and cooling systems
- Installation or upgrade of wall or ceiling coverings (i.e. carpet, tile, etc.)
- Installation or replacement of structural components (i.e. beams, rafter, joists, interior framing, etc.)
- Installation or upgrade of windows, doors, or cabinets
- Installation or upgrade of plumbing or electrical wiring
- Installation or upgrade of phone or closed circuit television systems, networks, fiber optic cable, or wiring required for equipment (that will remain in the building)
- Installation or replacement of exterior components (i.e. siding, roofing, masonry, etc.)

Maintenance costs are incurred to keep assets in normal operating condition and to help maintain the original use of the building and are not capitalized. Repair and maintenance refer to any outlay that does nothing more than return the asset to its original condition; it does not increase its value or capacity and does not extends its original life. Repair and maintenance cost should be recorded as an expense using the appropriate general ledger account that reflects the nature of the expense. Repair and maintenance should never be posted to a capital expense account.

On the contrary, if the City expends resources on existing capital assets that would increase the asset value, increase the asset's original estimated useful life and/or extend its capacity, this expense should be recorded in a capital expense account and be capitalized as part of the cost of the underlying asset.

Machinery and equipment

Machinery is defined as any mechanical or electrical device that transmits or modifies energy to perform or assist in the performance of human tasks. Equipment is defined as a movable or fixed unit of furniture or furnishings, instrument, machine, or apparatus to be used for operations, the benefits of which extend beyond one year from date of acquisition.

Examples of items to be capitalized as machinery and equipment include but are not limited to:

- IT equipment
- Communications equipment
- Office equipment
- Kitchen equipment
- Light machinery
- Phone system
- Tractors
- Loaders, backhoes, and excavators
- Trailers, chippers, and grinders
- Generators
- Office furniture

Vehicles

Assets that can move itself under its own power (i.e. cars, trucks, etc.)

Infrastructure

Infrastructure assets are long-lived capital assets that are normally stationary in nature and can be preserved for a significantly greater number of years than most capital assets. They are the basic physical structures needed for the functioning of a community or society, such as transportation and communications systems and water and power lines.

Expenditures to be capitalized as infrastructure include, but are not limited to:

- Roads
- Bridges
- Stormwater drainage improvements
- Railroads
- Fiber
- Airport runway, strip and taxiway

Maintenance costs allow a government to continue to use an infrastructure asset during its originally established useful life and are not capitalized. Preservation costs extend the useful life of an asset beyond its original estimated useful life and should be capitalized, subject to the capitalization threshold. Additions and improvements are costs that increase the capacity of the asset (i.e. additional lanes on a road) and should be capitalized, subject to the capitalization threshold.

Construction in progress

Construction in progress reflects the activity of capital assets which are substantially incomplete, such as buildings and roads. Each project must first be evaluated to

determine whether it meets the capitalization threshold for the applicable asset class. Expenditures will then be added to the value of the capital asset as incurred. Projects should be reclassified to the appropriate asset class upon substantial completion and depreciated beginning with the asset in service date after all appropriate clearance benchmarks have been met (FDEP, local permit and review).

Right to Use Asset

Leases: As per GASB 87 Statement, lessees will recognize a lease liability and an intangible right-to-use asset. Right-to-use assets will be recognized at the beginning of the lease term. The leased asset will be measured at the amount of the lease liability, adding any payments made to the lessor at or before the beginning of the lease term.

Subscription-based Information Technology Subscriptions (SBITA): Under GASB Statement No. 96, a government generally should recognize a right-to-use subscription as an intangible asset and a corresponding subscription liability. A government should recognize the subscription liability at the commencement of the subscription term, which is when the subscription asset is placed into service.

Intangibles

GASB Statement No. 51 established the presumption that intangible assets have an indefinite useful life unless there are legal, contractual, regulatory, or technical factors that overcome that presumption. Intangible assets include certain studies and plans, easements, water rights, air rights, land and mineral use rights, patents, and trademarks. Intangible assets are assets are not physical in nature and are not depreciable assets as they are characterized as having an inexhaustible life. However, in the event of an intangible that is subject to a constraint in time, the City should depreciate this asset using the useful life that it represents.

Easements are interests in land owned by another that entitles its holder to the right to use the land for a specific or limited purpose. An easement does not give the holder a right of "possession" of the property, only a right of use. A right-of-way is a type of easement in which fee simple title is obtained, defined as an absolute estate in perpetuity and one in which the owner is entitled to the entire property, with unconditional power of disposition. Therefore, easements or right-of-way acquired or donated is considered land and should be capitalized as such. However, an easement for temporary access will not be capitalized.

Depreciation and Amortization

The Finance Department shall ensure that control over capital assets is maintained by establishing a capital asset inventory that is updated annually and documents all additions and deletions to the capital asset records. Capital assets will be recorded and depreciated using the City's financial software and will include a description (including serial and model number if applicable), asset class, department name, location, date acquired, cost, and useful life. Depreciation is the measure of the decrease in the value

of a capital asset over a specific period of time. Capital assets shall be depreciated over their estimated useful lives using the straight-line method beginning in the month it was acquired unless they are:

- Inexhaustible (i.e. land)
- Construction in progress

The useful life of a capital asset is the estimate of the period over which the City expects said asset to be useful (normally the shortest of its physical, technological, or legal life). The actual life of a capital asset may extend beyond its useful life. The useful life of assets for depreciation purposes varies according to their category.

The following table is not all-inclusive and is meant to serve as a guide to identify the asset class, capitalization threshold, and useful life of each capital asset the City owns:

Depreciable Assets	Capitalization Threshold (Dollars)	Useful Life (Years)
Land	$1	
Land		N/A
Right-of-way (perpetual easements)		N/A
Land improvements (exhaustible)	$50,000	
Fencing		15
Lighting		15
Emergency sirens		20
Landscaping		20
Monuments		20
Parking lots		20
Sidewalks, paths, and trails		20
Buildings	$50,000	45
Building improvements	$50,000	
Flooring		10
Low-voltage systems		10
Cabinets		15
Heating and cooling systems		20
Roofing		20
Windows and doors		25
Plumbing and electrical		30
Siding and masonry		30
Machinery and equipment	$5,000	
IT equipment		5
Communications equipment		5
Office equipment		5
Kitchen equipment		10
Light machinery		10
Heavy machinery		15
Generator		20
Office furniture		20
Recreational equipment		20
Traffic equipment		30
Vehicles	$10,000	
Cars, vans, light trucks, motorcycles and accessories		5
Buses		10
Fire trucks, ambulances and ASL		10
Truck – large		10
Infrastructure	$50,000	
Stormwater system		50
Roads		20
Bridges		40
Signs, signals and street lights		10

Property to be Tagged and Inventoried

Capital Assets

Items acquired for a value over $5,000 will be identified, assigned a numerical tag by Property Control, and capitalized in the Asset Management System. To ensure the safeguarding of capital assets a physical inventory of all departments' capital assets shall be performed on a rotating basis. The supervisor or his/her designee shall locate and confirm every asset listed. Assets that have been transferred to another department, cannot be located, or are confirmed as being disposed shall be indicated as such on the list and the appropriate transfer form and/or disposal in Munis completed. Completed inventory lists shall be returned to Finance and changes updated to the asset management system. The appropriate Department Head(s) shall be notified of missing or improperly disposed of assets.

Non-Capital Assets

Items acquired under $5,000 will not be tagged or tracked by the Asset Management software. The responsibility for the monitoring and maintenance of these items will be at the department level. Items that are not capitalized but are considered sensitive must be tracked and a list maintained. Sensitive items are considered to be:

- Items that require special attention to ensure legal compliance: Legal or contractual provisions may require a higher than ordinary level of accountability over certain capital-type items (e.g., items acquired through grant contracts);

- Items that require special attention to protect public safety and avoid potential liability: Some capital-type items by their very nature pose a risk to public safety and could be the source of potential liability (e.g., police weapons); and

- Items that require special attention to compensate for a heightened risk of theft (walk- away items): Some capital-type items are both easily transportable and readily marketable or easily diverted to personal use (e.g., sound equipment and portable computers).at the department level. may purchase generic tags to track non-capital items.

Disposition

When a capital asset is disposed of, its cost and accumulated depreciation shall be removed from the City's capital asset records and a gain or loss be recognized, if applicable. Disposition of an asset may be due to destruction, obsolescence, retirement, sale, trade, scrap, or donation. After Commission approval, disposals are initiated through the Munis workflow. The Disposal of Surplus & Obsolete Property Procedures are located in CP 411.01.

Transfers

Capital assets transferred from one department to another should be reported by the department who is initiating the transfer. The asset shall be reported at its current book value as of the date of said transfer.

Transfer Form

Below is a copy of the City's intradepartmental transfer of property form. The official form can be found at: U:\Finance\Forms\Intradepartment Transfer of Property

CITY OF KISSIMMEE 1883

INTRADEPARTMENT TRANSFER OF PROPERTY

DATE: _____

TO: FINANCE DEPARTMENT

FROM: _____ **TO:** _____

DEPARTMENT/DIVISION DEPARTMENT/DIVISION

DETAIL DESCRIPTION_____

_____

MAKE_____ SERIAL #_____

MODEL_____ VIN #_____

FIXED ASSET TAG #_____

DEPARTMENT DIRECTOR SIGNATURE:

_____

U:\Finance\Forms\Intradepartment Transfer of Property

ITEM 7.C
Authorization to accept gift cards from Papa John's for members of the Police Department

Request

The Police Department is requesting Commission authorization to accept 158 Papa John's gift cards with a total value of approximately $4,000.

Explanation

Papa John's seeks to recognize the Kissimmee Police Department as a Hometown Heroes and give the department 158 gift cards. The gift cards will be distributed to each sworn member of the Police Department. Each card is redeemable for one free large pizza and five 50% off online order codes. The total value of this gift is approximately $4,000.

It is common for the Kissimmee Police Department to receive gifts from citizens or businesses to show their appreciation for the job our officers do on a daily basis in the community. The approximate value per card is $25 and is within the limits of the city's gift policy.

Recommendation

Staff requests approval to accept the 158 Papa John's gift cards with a total value of approximately $4,000.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
None

ITEM 7.D
Budget Transfer for Rescue Rechassis for the Fire Department

Request

Staff requests approval to transfer funds from various General Fund projects to the Sales Tax Fund Project ST2304, Rescue Rechassis. The quote for this project came in at $34,131 higher than originally budgeted.

Explanation

The Rescue Rechassis Project, ST2304, needs an additional $34,131 for completion. The quote for this project came in higher than originally budgeted. Staff is requesting approval to transfer funds from the projects listed below to Project ST2304 to provide the necessary funding to complete the Rescue Rechassis. All projects listed below have either been completed and have a balance remaining, or are projects that can be postponed in order to complete the rescue rechassis. Except for FD2258, all projects may be closed after the transfers are complete.

$1,200 - FD2247/Shipping Container
$ 311 - FD2251/Desktop Computer
$1,900 - FD2254/Chain Vent Saw
$3,126 - FD2302/Personal Computer
$1,200 - FD2303/Portable Radio Multi-Unit Chrg
$1,074 - FD2218/Portable LED Scene Lighting
$4,833 - FD2238/Vehicle-Mounted Diesel Filter System
$4,591 - FD2245/CPR Manikins with Case
$1,235 - FD2246/Pneumothorax Trainer Manikin
$2,475 - FD2248/Training Manikins
$5,100 - FD2252/Storage Container
$1,450 - FD2308/SCBA Flow Test Equipment
$3,515 - FD2310/Mechanical CPR Machine
$ 524 - FD2317/Griphoist
$1,597 - FD2237/Powerload Cot Fastening System

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00135206-506494	FD2247	Decrease		$1,200
00135206-506494	FD2251	Decrease		$311
00135206-506494	FD2254	Decrease		$1,900
00135106-506494	FD2302	Decrease		$3,126
00135206-506494	FD2303	Decrease		$1,200
00135206-506494	FD2218	Decrease		$1,074
00135206-506393	FD2238	Decrease		$4,833
00135206-506494	FD2245	Decrease		$4,591
00135206-506494	FD2246	Decrease		$1,235
00135206-506494	FD2248	Decrease		$2,475
00135206-506494	FD2252	Decrease		$5,100

00135206-506494	FD2308	Decrease		$1,450
00135206-506494	FD2310	Decrease		$3,515
00135206-506494	FD2317	Decrease		$524
00135206-506494	FD2237	Decrease		$1,597
10435206-506495	ST2304	Increase		$34,131

Financial Summary:

Transfer/Decrease of various General Fund projects to Increase the Rescue Rechassis project, ST2304.

Recommendation

Staff recommends approval of the budget transfers listed to complete the Rescue Rechassis Project, ST2304.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire
Presenter:

Attachment(s):
None

ITEM 7.E
Reclassify Officer Training Expenses from General Fund into Other Police Fund

Request

Staff requests that the City Commission approve reclassifying $3,000 in officer training expenses from the General Fund into other Police Fund.

Explanation

The Sorrell family's $3,000 donation for sponsoring a cadet in the law enforcement training academy was deposited into the Other Police Fund 015 in August 2021. In fiscal year 2022, Cadet Karen Devaliere was selected as the beneficiary of this donation with the proceeds to be used for Cadet Devaliere's police officer training. Cadet Devailere's police officer training expenses were recorded in the General Fund 001. Staff requests that Cadet Devaliere's police officer training expenses be reclassified from General Fund 001 to Other Police Fund 015 so that the Sorrell family's donation and its expense for Cadet Devaliere's police officer training expenses are reflected in the same account.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
01500366-366002 01530203 505555		Increase Increase		$3,000 $3,000

Financial Summary:

With Commission approval documentation will be provided to Finance to support the edits.

Recommendation

Approve the requested reclassification of expenses.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
None

ITEM 7.F
Approval of a revised Guaranteed Maximum Price and transfer of funds from the Recreation Impact Fee Fund for Lancaster Ranch Park

Request

Approval of a revised Guaranteed Maximum Price (GMP) and a transfer of funds from the Recreation Impact Fee Fund reserves for Lancaster Ranch Park due to cost increases encountered over the past year since the GMP was initially approved.

Explanation

In September of 2022, the City received a Guaranteed Maximum Price (GMP) from Arnco Construction for Phase 1 of Lancaster Ranch Park. The original proposal for $4,096,864.91 included all labor, equipment, materials and supervision to complete phase 1A of the Lancaster Ranch project. Unfortunately, after almost a year the project has not yet begun. On August 17, 2023 after 10 months of review, the City received the South Florida Water Management District (SFWMD) environmental resource permit. This permit took much longer than anticipated and resulted in the requirement for the City to purchase over $175,000 in mitigation bank credits and make design changes to the site plans and construction documents.

Now that the City is able to proceed with final permitting, a revised GMP was submitted by the contractor due to cost increases necessitated by the design changes that we made during the SFWMD permitting process. These changes include site material cost increases, fencing price increase, landscape and irrigation price increase, pond and sod changes, and electrical changes from the Kissimmee Utility Authority design specs. The material price increases are reasonable due to delay in permitting and the time from the original GMP bid date of July 30, 2022. The change order is in the amount of $616,332.45 and has not been accommodated in the project budget. Therefore, staff requests approval to use Recreation Impact Fee Fund reserves as all dedicated funds are currently encumbered to this phase.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10550700-509276 10550706-506393		Decrease Increase	$2,448,302 $616,333	$616,333

Financial Summary:

Recreation Impact Fee Reserves account has $2,448,302 available, of which $616,333 would be needed for this phase.

Recommendation

Approval of a revised GMP for Arnco Construction and transfer of funds from the Recreation Impact Fee reserves for Lancaster Ranch Park due to cost increases experienced in the time since the GMP was initially approved.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. (S) Change Order 1 Lancaster Ranch
2. 220628-34981_Permit_20230817

EXHIBIT "H"
CHANGE ORDER

CHANGE ORDER

City _____
Engineer _____
Contractor _____

PROJECT: Lancaster Ranch Park – Phase 1

CHANGE ORDER NO: 1

CITY OF KISSIMMEE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

INITIATION DATE: 8/18/2023

TO CONTRACTOR:

PROJECT NO: RFP2022-005

Arnco Construction, Inc.
1110 Pennsylvania Ave
St Cloud, FL 34769

CONTRACT DATE: 12/1/2022

The contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price) was…	$ 4,096,864.91
Net Change by previously authorized Change Orders…	$ .00
The (Contract Sum) (Guaranteed Maximum Price) prior to this change order was…	$ 4,096,864.91
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of…	$ 616,332.45
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be…	$ 4,713,197.36
The Contract Time will be (increased) (decreased) (unchanged) by	( ) days
The date of Substantial Completion as of date of this Change Order therefore is:	SUBSTANTIAL COMPLETION DATE HERE

AECOM Technical Services, Inc.	Arnco Construction, Inc.	Kissimmee City Commission
ARCHITECT/ENGINEER	CONTRACTOR	CITY
150 N. Orange Ave. suite 200	1110 Pennsylvania Avenue	101 Church Street
ADDRESS	ADDRESS	ADDRESS
Orlando, FL 32801	St Cloud, FL 34769	Kissimmee, Florida, 34741
By _____	By _____	By _____
		Mayor / Commissioner
		Or _____
		City Manager or Designee
Date 08/31/2023	Date 8-28-2023	Date _____

To the CONTRACTOR: Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

1110 PENNSYLVANIA AVENUE – SAINT CLOUD, FL 34769
TEL: 407-892-0111 – FAX: 407-892-0053
ARNCOCONSTRUCTION.COM

August 18, 2023

Mr. Victor Aponte
101 Church Street
Kissimmee, Florida 34741

RE: Lancaster Ranch Park RCO 1 / Site changes from permitting, site material cost increases, Fencing price increase, Landscape and irrigation price increase, Sod changes from permitting, Electrical changes from KUA design. Material price increases are due to delay in permitting and time from original GMP bid date of 7/28/2022.

Dear Mr. Victor Aponte:

This request is being submitted to document a proposed change to the Contract Documents and Scope of Work. The description of work below outlines the requested change.

Description of Work:

This request for Change is for: Site changes from permitting, site material cost increases, Fencing price increase, Landscape and irrigation price increase, Sod changes from permitting, Electrical changes from KUA design. Material price increases are due to delay in permitting and time from original GMP bid date of 7/28/2022.

The change for this work will be in the amount of: $616,332.45

The total as a result of the above-mentioned Work is Six Hundred Sixteen Thousand, Three Hundred Thirty Two Dollars and Forty Five Cents. **($616,332.45)**; We are proposing the $616,332.45 be issued as a **Change Order** which will result in a change in the GMP. We have enclosed a cost breakdown to clearly identify the cost for this revision.

This proposal covers only the changes in specific work described above and is subject to any qualifications or conditions noted therein. Changes in the work and associated price adjustments other than those noted within are not included.

Respectfully submitted,

Phillip Owen
Project Manager

CC: Project File

Change Order Request

Kissimmee Lancaster Ranch Park

Arnco Construction, Inc.
1110 Pennsylvania Ave.
Saint Cloud, FL. 34769
Ph 407-892-0111

COR No. 1

Reference: Permit / Design / Cost Inc.
Date: 08/18/23

Description	LABOR	MATERIAL	Sales Tax	TOTAL
	Subcontract			
Site changes from Permitting	271,989.91			271,989.91
Fencing Price Increase	800.00			800.00
Landscaping Price Increase	81,311.25			81,311.25
Electrical changes from KUA design	223,530.00			223,530.00
Subtotal	**577,631.16**	**0.00**	**0.00**	**$ 577,631.16**
			GL Ins	$ 2,599.34
			CM Fee	$ 28,881.56
			Bond	$ 7,220.39
			Total	$ 616,332.45

CAMCOR SITE LLC

REQUEST FOR CHANGE ORDER # 1

DATE: June 13, 2023 REVISED DATE: _____

CUSTOMER: ARNCO CONSTRUCTION

DESCRIPTION: CHANGE FROM PLANS DATED 9/13/22 TO REV PLANS DATED 5/31/23

ITEM #	DESCRIPTION	QT'Y	UNIT COST	COST
1.)	MOB AND GEN			
	RE -MOB	1	$20,000.00 LS	$20,000.00
2.)	DEMO CHANGES			
	ADD DEMO ASPHALT AND BASE RD	1325	$12.00 SY	$15,900.00
	ADD DEMO GRAVEL RD	150	$10.00 SY	$1,500.00
	ADD SAW CUT	611	$7.00 LF	$4,277.00
	ADD DEMO CONCRETE DRIVE	703	$5.00 SF	$3,515.00
	ADD DEMO CONCRETE SIDEWALK	184	$3.00 SF	$552.00
3.)	EARTH WORK			
	ADD DRY POND #1 MANTAIN	7245		
	BY USING SOCKDRAIN ONLY NO OTHER			
	METHODS WILL BE USED SUCH AS SAND			
	DRY POND #2 MANTAIN ONLY BY SOCK	9758	$1.00 SY	$9,758.00
	DRAIN NO OTHER METHODS WILL BE			
	USED . AND EXCAVATE			
	ADD RIP RAP	1	$3,000.00 LS	$3,000.00
4.)	ASPHALT AND BASE			
	DEDUCT 1.5"S-3 ASPHALT	7276	$(15.35) SY	$(111,686.60)
	DEDUCT 6" LIMEROCK BASE	4582	$(16.00) SY	$(73,312.00)
	ADD 2" SP 12.5	5270	$20.25 SY	$106,717.50
	ADD 1.5" SP 9.5	2694	$16.53 SY	$44,531.82
	ADD 8" LIMEROCK	5270	$20.00 SY	$105,400.00
	ADD SUBGRADE	688	$9.00 SY	$6,192.00
5.)	CONCRETE ,CURBS ,SIGNAGE STP			
	DEDUCT =F CURB	4562	$(21.00) LF	$(95,802.00)
	ADD = COLLECTION CURB	3810	$23.00 LF	$87,630.00
	ADD= EXPULSION CURB	1041	$23.00 LF	$23,943.00
6.)	STORM DRAINAGE			
	DEDUCT = 24"RCP	232	$(124.00) LF	$(28,768.00)
	DEDUCT = GI TYPE C INLET	1	$(2,900.00) EA	$(2,900.00)
	DEDUCT = GI 2 TYPE C INLET	1	$(2,900.00) EA	$(2,900.00)
	DEDUCT = YI 1 TYPE C INLET	2	$(2,900.00) EA	$(5,800.00)
	DEDUCT = YI 2 TYPE E INLET	1	$(4,600.00) EA	$(4,600.00)
	ADD = JB1 TYPE P STORM MH	3	$4,800.00 EA	$14,400.00
	ADD = DI TYPE F INLET	3	$4,500.00 EA	$13,500.00
	ADD = 6X4' CONCRETE FLUMES	2	$1,200.00 EA	$2,400.00
	ADD= 15" EQ PIPE	60	$40.00 LF	$2,400.00
	ADD= 6" UNDERDRAIN SYSTEM WITH STONE	880	$36.00 LF	$31,680.00
	ADD= TREATMENT SWELL BLOCK	1	$8,500.00 LS	$8,500.00
	ADD = 18" RCP	168	$80.00 LF	$13,440.00
7.)	WATER			
	DEDUCT = JACK AND BORE 8"	1	$(46,721.76) EA	$(46,721.76)
	DEDUCT= 8" MASTER METER	1	$(80,000.00) LS	$(80,000.00)
	DEDUCT 6" BELL REST	4	$(375.00) EA	$(1,500.00)
	DEDUCT = 8X2" PLUG	1	$(375.00) EA	$(375.00)
	DEDUCT = 8" WEDGE REST	5	$(225.00) EA	$(1,125.00)
	DEDUCT = 6" 45 DEG BEND	2	$(375.00) EA	$(750.00)
	DEDUCT = 8"22.5 BEND	16	$(375.00) EA	$(6,000.00)
	DEDUCT = 8" 11.25 BEND	5	$(375.00) EA	$(1,875.00)
	DEDUCT = 8" DR-18	460	$(43.89) LF	$(20,189.40)
	DEDUCT = 6" DR-18	140	$(25.65) LF	$(3,591.00)
	ADD = JACK BORE 24" STEEL CASE	1	$68,000.00 LS	$68,000.00
	ADD= 4" DR-18	280	$26.00 LF	$7,280.00
	ADD=3" SDR 21	20	$20.00 LF	$400.00
	ADD= 2" SDR 9	300	$16.00 LF	$4,800.00
	ADD = 8" GATE VALVE	5	$4,000.00 EA	$20,000.00
	ADD = 6" GATE VALVE	1	$3,000.00 EA	$3,000.00
	ADD= 4" GATE VALVE	1	$2,400.00 EA	$2,400.00
	ADD= 2 " GATE VALVE	1	$1,500.00 EA	$1,500.00
	ADD = 3" GATE VALVE	1	$2,400.00 EA	$2,400.00
	ADD = 8" PW MASTER METER WITH BYPASS	1	$95,000.00 LS	$95,000.00
	EASMENT BY OTHERS		NOT BID	
	ADD= 8" TEE	1	$657.00 EA	$657.00
	ADD= 8X3 TEE	1	$550.00 EA	$550.00
	ADD= 8X4" RED	1	$375.00 EA	$375.00
	ADD= 8X2" CAP	1	$375.00 EA	$375.00
	ADD= 4" 45 DEG.	3	$375.00 EA	$1,125.00
	ADD= 4" 22.5 DEG	2	$375.00 EA	$750.00
	ADD= 4X2" CAP	1	$375.00 EA	$375.00
	ADD=8" ARV ASSY	1	$12,000.00 EA	$12,000.00
	ADD= BLOWOFF ASSY	1	$3,200.00 EA	$3,200.00
	ADD= 2" BLOW OFF ASSY	1	$3,200.00 EA	$3,200.00
8.)	SEWER			
	DEDUCT = A-3 SAN MANHOLE	1	$(10,400.00) EA	$(10,400.00)
	DEDUCT = 8"SDR 35	38	$(28.00) LF	$(1,064.00)
			SUB TOTAL	$247,263.56
			OH&P	$24,726.35
			TOTAL	$271,989.91

CHAPCO FENCE, LLC

4417 13TH STREET #513 ST. CLOUD, FL 34769
PHONE: 407-892-6447 FAX: 407-892-976

7/29/22

ARNCO CONSTRUCTION
PROJECT: LANCASTER PARK
ATTN:KIM

BELOW YOU WILL FIND THE BID TO INSTALL (2) GATES PER SPEC IN PLANS AND (2) MEGA ARM TOWER BARRIER GATE WITH FULL CABINET & 15' ARM AND LOOP DETECTORS.

TOTAL - $16,828

Original Quote

EXCLUDES:
ANY ELECTRIC RAN TO THE OPERATOR
ANY ACCESS READERS

Thank you,

Tabitha Mills
Chapco Fence

CHAPCO FENCE, LLC

4417 13TH STREET #513 ST. CLOUD, FL 34769
PHONE: 407-892-6447 FAX: 407-892-976

7/29/22

ARNCO CONSTRUCTION
PROJECT: LANCASTER PARK
ATTN:KIM

BELOW YOU WILL FIND THE BID TO INSTALL (2) GATES PER SPEC IN PLANS AND (2) MEGA ARM TOWER BARRIER GATE WITH FULL CABINET & 15' ARM AND LOOP DETECTORS.

TOTAL - $17,628 Increase $800.00

EXCLUDES:
ANY ELECTRIC RAN TO THE OPERATOR
ANY ACCESS READERS

Thank you,

Tabitha Mills
Chapco Fence

June 15, 2023

Phillip Owen
Project Manager
Arnco Construction
1110 Pennsylvania Ave
St. Cloud, FL 34769

RE: Landcaster Ranch Park Phase 1

Dear Phillip:

We hereby propose to furnish all labor, materials, equipment and supervision necessary to install the landscape at the above referenced project per plans by Osceola Engineering sheet L1.001.

Landscape	**$148,054.20**
Irrigation	**$229,157.05**
Sod	**$81,270.00**
Total:	**$458,481.25**

Please note the following clarifications:

1. Right of way permits are not included. Irrigation POC and meter is by others.
2. Grade to be accepted at +/-.10 foot of finish landscape grade. No import or export of soil is included. Site soil is assumed to be of adequate quantity and quality for planting.
3. Power to irrigation controller is not included.

If you have any questions or need any additional information, please do not hesitate to contact us. Thank you for the opportunity.

Sincerely

Outstanding Outdoors
tadams@outstanding-outdoors.com
407-785-0785

7520 East Irlo Bronson Mem Hwy
Saint Cloud, FL 34771
407-785-0785

6/19/2023

To Whom it May Concern,

Due to our supply increase, Outstanding Outdoors will need to institute a percentage increase in our rates.

Lancaster Ranch Park Phase 1

	Original	New Increase
Landscape	**$ 105,753.00**	**$ 148,054.20**
Irrigation	**$ 199,267.00**	**$ 229,157.05**
Sod	**$ 75,250.00**	**$ 81,270.00**
Total	**$ 380,270.00**	**$ 458,581.25**

We thank you for your understanding and support in helping us to grow alongside you. Please feel free to call us with any questions, concerns or comments.

Thank you,

Outstanding Outdoors

Terry's Electric, Inc.

600 N. Thacker Ave., Suite "A"
Kissimmee, FL 34741
Ph. 407-572-2100
Fax 407-846-6607

A Proposal for: LANCASTER RANCH PARK

Date 8/8/23

Terry's Electric Inc. is pleased to provide pricing for the electrical portion of the above referenced project and in accordance with the 90% plans and specifications provided by AECOM and HENRYK B JUSZCZYK P.E., dated 5/4/22 and as follows.

Items Included:

1. Raceways
    a. 3/4" conduit minimum
    b. EMT with steel fittings
    c. Sch 40 PVC
    d. Rigid galvanized conduit (GRC)
2. Primary conduits and precast concrete transformer pad
3. Telecom and CATV service conduits to points shown
4. Feeder and branch conductors are copper type THHN
5. All circuit loads calculated and corrected for voltage drop
6. Distribution (rack mounted) panel and enclosures are Nema 3R
7. Wiring devices are commercial spec grade with weather proof covers
8. Receptacle for irrigation controller connection
9. Grounding
10. Conduit for lighting fixtures provided by others
11. Conduit and pull boxes for future pavilions and restroom as shown
12. Provisions for future CCTV at revised locations
    a. Camera pole budget
13. Provisions for future restroom and pavilions
14. KUA primary service per drawing dated 2-15-23
15. KUA primary loop per drawing dated 7-12-23
16. KUA empty 2" lighting conduit per drawing dated 7-12-23
17. Pylon sign
18. Gate
19. Work hours are Mon thru Fri, 7:00am to 3:30pm

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Items Not Included:

1. Temporary power
2. Connections for office trailers
3. Utility company
    a. In/out, meter or impact fees
    b. Primary wiring or transformers
4. Ground penetrating radar
5. Directional boring
6. Cutting or patching of concrete, or other surfaces
7. Dewatering
8. Any low voltage system work
9. Painting
10. Bond Fees.
11. Survey work

TOTAL ELECTRICAL		$	*776,000.00*
Bond if Required	*Add*	$	*7,100.00*

NOTE: Due to fluctuating commodity costs and current market conditions, our proposal is void and subject to re-pricing 30 days after the date posted on this document or, corresponding to supplier and distributor increases as they occur in real time

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Summery of project changes

Modifications to the base bid the base bid

1 Delete light fixture quote for site lighting
2 Delete approx. 6500' of 3/4" and 1" PVC conduits with 20a circuits buried at 18" with multiple conduits in trenching machine dug ditches

Work added with drawings from KUA

1 Add approx. 435' of 2x 4" primary PVC conduit buried at minimum 42" deep
   a. Total of 2 runs with long radius 36" GRC elbows
   b. The ditches for these conduits are dug with a backhoe and safety regulations require sloped edges with a 2 to 1 ratio
   c. Backfill and compaction
   d. Metallic, traceable warning tape above conduit
   e. Clean and mandrel each conduit and install mule tape
   f. Barricade tape will be required for unattended excavations
   g. Excavations may need to remain open for inspection by KUA
   h. This work is shown on KUA drawing dated 2/15/23

2 Add approx. 2400' of 1x 4" primary PVC conduit buried at minimum 42" deep
   a. Total of 11 runs with long radius 36" GRC elbows
   b. The ditches for these conduits are dug with a backhoe and safety regulations require sloped edges with a 2 to 1 ratio
   c. Backfill and compaction
   d. Metallic, traceable warning tape above conduit
   e. Clean and mandrel each conduit and install mule tape
   f. Barricade tape will be required for unattended excavations
   g. Excavations may need to remain open for inspection by KUA
   h. This work is shown on KUA drawing dated 7/12/23

3 Add approx. 3800' of 1x 2' lighting PVC conduit buried at minimum 24"
   a. The ditches for these conduits are by trenching machine
   b. Backfill and compaction
   c. Metallic, traceable warning tape above conduit
   d. Clean and mandrel each conduit and install mule tape
   e. Barricade tape will be required for unattended excavations
   f. Excavations may need to remain open for inspection by KUA
   g. This work is shown on KUA drawing dated 7/12/23

South Florida Water Management District
Individual Environmental Resource Permit No. 49-108345-P
Date Issued: August 17, 2023

Permittee:	City Of Kissimmee 101 Church Street City Of Kissimmee, FL 34741
Project:	Lancaster Ranch Park Phase 1
Application No.	220628-34981
Location:	Osceola County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Lisa Prather, PWS
Section Administrator

South Florida Water Management District
Individual Environmental Resource Permit No. 49-108345-P

Date Issued: August 17, 2023	**Expiration Date:** August 17, 2028
Project Name:	Lancaster Ranch Park Phase 1
Permittee:	City Of Kissimmee 101 Church Street City Of Kissimmee, FL 34741
Operating Entity:	City Of Kissimmee 101 Church Street City Of Kissimmee, FL 34741
Location:	Osceola County
Permit Acres:	12.00 acres
Project Land Use:	Government Or Institutional
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3169A
Wetland and Surface Water Impacts:	2.042 acres
Conservation Easement to District:	No
Sovereign Submerged Lands:	No

Project Summary
This Environmental Resource Permit (ERP) authorizes Construction and Operation of a stormwater management (SWM) system serving 12 acres of recreational development known as Lancaster Ranch Park Phase 1.

The project proposes the construction of the following park features and amenities: grass/sod-covered open space areas, newly planted trees and vegetation, constructing walking pathways, paved standard parking lot, 2-way access drive, playground, two (2) picnic pavilions (future phase), a restroom with associated utilities (future phase), and conversion of existing building to the Green Meadow Petting Farm. Stormwater runoff from the site will be conveyed to a dry detention pond and a swale with ditch blocks. The SWM system has been designed to provide water quality treatment and attenuation in accordance with District's criteria. Other elements of the project include demolition of some existing pavement on-site, wetlands infill, site grading, utility installation, and landscaping.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description
The site consists of several residential structures, improved pasture, a flood compensation pond, wetlands, and live oak trees hammock located on the eastern side of S. Hoagland Boulevard and Jack Calhoun Drive,

within the City of Kissimmee, Osceola County. Refer to Exhibit No. 1.0 for a location map.

For information on wetland and other surface water (OSW) impacts, please see the Wetlands and OSWs section of this permit.

Background
Permit No. 49-00813-P, Application No. 100908-55, issued on February 11, 2011, authorized the construction and operation of a SWM system to serve a 30.12-acre project known as Pleasant Hill Road/ Hoagland Boulevard Segment 3.

Permit No. 49-00813-P, Application No. 190211-9, issued on May 31, 2019, is a minor modification for construction of 4.93 acres of reconfigured compensating storage pond, known as Pond 2C within the previously permitted project known as Pleasant Hill Road/ Hoagland Boulevard Segment 3, under Permit Application No.100908-55 / Permit No. 49-00813-P.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the SWM system will be the responsibility of the City Of Kissimmee. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

Engineering Evaluation:

Land Use
Please refer to the Engineering Evaluation Tables for land use details.

Water Quality
The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Section 4.2.1, ERP Applicant's Handbook (AH) Volume (Vol.) II, as reasonable assurances that the projects discharge will not cause or contribute to violations of State water quality standards. The project provides 0.70 ac-ft of water quality treatment.

The project includes implementation of a Turbidity and Erosion Control Plan, (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction.

Water Quantity

Discharge
As found in the Water Quantity Data Table, the SWM design meets the criteria of Section 3.2(b), ERP AH Vol. II based on the allowable discharge limit for the Shingle Creek Basin.

Parking Lot Design
As found in the Water Quantity Data Table, minimum parking lot elevations have been set at or above the peak design storm elevation.

Road Design
As found in the Water Quantity Data Table, minimum road crown elevations have been set at or above the peak design storm elevation.

Flood Plain/Compensating Storage
As found in Exhibit 2.1, the permittee submitted calculations demonstrating that the project will meet the compensating storage requirements.

Certification and O&M
Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification (CCC) of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long-term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the CCC is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Section 62-330.310, F.A.C., the permittee is liable for O&M in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The O&M entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If

deficiencies are found, the O&M entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Section 5.4.2, ERP AH Vol. II.
- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Swales – maintain the permitted cross-section and vegetative cover.
- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

Engineering Evaluation Tables:

Land Use

Basin	Land Type	Area (ac)	% of Total Basin
Site	Impervious	2.91	24.25
	Pervious	8.36	69.67
	Dry Detention Areas	0.66	5.50
	Swales	0.07	0.58
	Total:	12.00	100%

Water Quality

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Area (ac)
Site	Treatment	DRY DETENTION	0.70	0.70	0.66

Water Quantity

Basin	Elevation Type	Storm Event (Yr/Day)	Precipitation Depth (in)	Peak Stage (ft NGVD29)	Min. EL (ft NGVD29)	Peak Discharge Rate (cfs)	Allowable Discharge Rate (cfs)
Site	Discharge	10YR3D	7.50	58.50	N/A	0.63	0.64
	Road Crown	10YR3D	7.50	58.50	61.38	N/A	N/A
	Parking Lot	10YR3D	7.50	58.50	61.70	N/A	N/A

Bleeder

Basin	Control EL (ft NGVD29)	Structure #	Structure Type	Count	Type	Dia.(in)	Invert EL (ft NGVD29)	Receiving Body
Site	56.30	Outlet Structure	Water Quality	1	Circular Orifice	3.00	56.30	Shingle Creek

Inlets

Basin	Control EL (ft NGVD29)	Structure #	Structure Type	Count	Type	Length (in)	Width (in)	Crest EL (ft NGVD29)	Receiving Body
Site	56.30	Outlet Structure	Discharge	1	DROP INLET	36.0	36.0	58.50	Shingle Creek

Weir

Basin	Control EL (ft NGVD29)	Structure #	Structure Type	Count	Type	Dia (in)	Crest EL (ft NGVD29)	Receiving Body
Site	56.30	Outlet Structure	Discharge	1	Circular Orifice	3.00	56.55	Shingle Creek

Culvert

Basin	Control EL (ft NGVD29)	Structure #	Structure Type	Count	Dia.(in)	Invert EL (ft NGVD29)	Material	Receiving Body
Site	56.30	Outlet Structure	Discharge	1	15.00	56.25	Reinforced Concrete Pipe	Shingle Creek

Environmental Evaluation:

Wetland and OSW Description
The project site contains three wetlands and three OSW totaling approximately 9.18 acres. Please see Exhibit No. 3.0 for wetland and OSW locations. The wetlands can generally be described as freshwater marsh and wet pasture. Additional wetland descriptions are available in the ePermitting file. OSWs consist of ditches.

Wetland and OSW Impacts
The project will result in 2.04 acres of direct wetland impacts, 0.76 acres of secondary impacts and 0.02 acre of work in OSW as described in Environmental Data Table. Exhibit No.3.0 identifies the locations of the wetlands and OSW being impacted.

Elimination and Reduction of Impacts
The applicant has demonstrated the appropriate elimination and reduction of wetland impacts. The proposed impacts will be to low functioning systems of low ecological value meeting the criteria set forth in Section 10.2.2.3 of the Applicants Handbook Volume I. Impacts to the wetlands are sufficiently offset as the proposed mitigation will provide greater long term ecological value (Section 10.2.1.2).

Mitigation Plan
To mitigate for the wetland impacts, the applicant will purchase 1.0 freshwater herbaceous mitigation bank credits from Twin Oaks Mitigation Bank, as depicted in Exhibit No. 3.0. The amount of required mitigation was determined using (the Uniform Mitigation Assessment Method in Chapter 62-345, F.A.C./ the Wetland Rapid Assessment Procedure/ Other). The final scores can be found in the Exhibit No.3.0.

Cumulative Impact Analysis
Since the mitigation is not located within the same basin as the wetland impacts, a cumulative impact analysis was conducted for the wetlands within the Shingle Creek Basin (Basin) pursuant to Section 10.2.8 of ERP AH Vol. I. This analysis can be found in the ePermitting file.

The analysis identified 4,784 acres of forested wetlands and 615 acres of herbaceous wetlands in the Shingle Creek Basin that were not protected by land use restrictions or dedicated as public preserve land, as "at risk". Wetlands preserved/protected accounted for 49.4% of all wetlands in the Basin. The project will result in permanent impacts to 2.04 acres of non-forested wetland habitat. This represents approximately 0.45% of the remaining “at risk” herbaceous wetlands within the Shingle Creek Basin. The proposed project will result in impacts to approximately 0.051% percent of the total remaining wetlands “at-risk” of being impacted in the future. The proposed project will only result in a minimal displacement of the “at risk” herbaceous wetlands within the basin.

Based on the analysis provided and available information, the District has determined that the project will not result in unacceptable cumulative impacts to the Shingle Creek Basin. This conclusion is project specific and does not apply to any other application.

Fish, Wildlife, and Listed Species
The wetlands to be impacted provide habitat for wetland-dependent species including American alligator (Alligator mississippiensis, Florida bonneted bat (Eumops floridanus)). Audubon’s crested caracara (Caracara cheriway), wood stork (Mycteria americana), Everglade snail kite (Rostrhamus sociabilis plumeus), Florida sandhill crane (Grus canadensis pratensis) and little blue heron (Egretta caerulea) and tricolored heron (E. tricolor). The proposed mitigation will provide or improve habitat for wetland-dependent and aquatic species.

Florida Bonneted Bat
The Project falls within Consultation Area designated for the FBB and the project acreage is greater than 5 acres but less than 50 acres. The City conducted an acoustic survey comprised of the entire 153-acre site. No FBB activity was identified through the survey, therefore the project would have No Effect based on the consultation key.

Audubon’s crested caracara
The project area contains some suitable habitat and is located within the consultation area. However, no caracara nests, individuals, or pairs were observed within the project area during the May, July, August, and September 2018 field reviews or the January 2021 field review, nor were occurrences of this species documented in the online FNAI biodiversity matrix. Therefore, it is anticipated that the proposed project will result in a determination of No Effect on the crested caracara.

Wood Stork
The project site is located within a wood stork core foraging area. The FWS has defined the core foraging area (CFA) for the wood stork in Osceola County as an 18.6-mile radius from nesting colonies. Based on information provided by the USFWS, FWC, and FNAI, the project area is located within the 18.6-mile radius CFA of active wood stork nesting colonies. The nearest colony (Gatorland) is located within Orange County, approximately 5.8 miles north-northeast of the project site (Figure 7). No wood storks were observed during field reviews. Based on the Wood Stork Effect Determination Key (FWS 2008), it is anticipated that the proposed project will result in a determination of May Affect, Not Likely to Adversely Affect the wood stork.

Sandhill Crane
The project site contains suitable habitat for this species. No individuals were observed during the May, July, August, and September 2018 field reviews. However, during the January field review, a flock of sandhill cranes with approximately 40 individuals was observed within uplands in the eastern portion of the project area.

Little Blue Heron and Tricolor Heron
The little blue heron and tricolored heron have the potential to utilize the wetlands and ditches within the project area. Suitable habitat will be available after construction activities have been completed.

This permit does not relieve the permittee from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	2.802	acres
Direct Impacts:	2.042	acres
Secondary impacts:	0.76	acres
Net UMAM Functional Loss/ Gain:	0	units
Total Onsite Mitigation Area:	0	acres
Total Offsite Mitigation Area:	0	acres

Total Mitigation Bank Credits Provided

Mitigation Bank	Type	Total Credits
Twin Oaks	FH	1
Total:		1

Group 1

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
SW 1	0.02	Direct Impact	Ditches and Canals			0.000
Total:	**0.02**					**0.000**

Activities in Wetlands or Other Surface Waters, With Mitigation at a Bank

ID	Acres	Community Description	Bank Name	Method	Current Score	With Score	Ratio or Add'l factor	Minimum Credits Needed
WL-1	0.002	Freshwater Marshes	Twin Oaks	UMAM	0.467	0	1	0
WL-1 S	0.07	Freshwater Marshes	Twin Oaks	UMAM	0.467	0.4	1	0
WL-2	0.42	Vegetated Non-Forested Wetlands	Twin Oaks	UMAM	0.467	0	1	0.2
WL-2 S	0.26	Vegetated Non-Forested Wetlands	Twin Oaks	UMAM	0.467	0.4	1	0.02
WL-3	1.6	Freshwater Marshes	Twin Oaks	UMAM	0.467	0	1	0.75
WL-3 S	0.43	Freshwater Marshes	Twin Oaks	UMAM	0.467	0.4	1	0.03
Total:	**2.782**							

Related Concerns:

Water Use Permit Status
The permittee has indicated that public water supply will be used as a source for irrigation water for the project.

The permittee has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service
Toho Water Authority

Historical/ Archaeological Resources
No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.
b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   b. Convey to the permittee or create in the permittee any interest in real property;
   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    a. Immediately if any previously submitted information is discovered to be inaccurate; and
    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.

2. Operation and maintenance of the SWM system shall be the responsibility of the City Of Kissimmee. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth.

4. A stable, permanent and accessible elevation reference shall be established on or within 100 feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

5. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.

6. Prior to initiating construction activities associated with this ERP, the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: precon@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

7. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permitee associated with this project. Please refer to Chapter 68A-27, F.A.C. for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

8. Prior to commencement of construction, and in accordance with the work schedule herein, the permittee shall submit documentation from Twin Oaks Mitigation Bank that 1.00 herbaceous credits for this project have been paid for in full and deducted from the Twin Oaks Mitigation Bank's ledger.

9. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands have occurred due to project related activities.

10. Prior to construciton, additional wildlife surveys shall be performed to demonstrate that no listed species resources are present which may be adversely impacted by the proposed construction activities.

Project Work Schedule for Permit No. 49-108345-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	08/17/2023	Construction Commencement Notice	Prior to Construction	
GC 6	08/17/2023	Submit Certification	30 Days After Construction Completion	
SC 7	08/17/2023	Pre-Construction Meeting	Prior to Construction	
SC 9	08/17/2023	Submit Mitigation Bank Ledger Documentation	09/16/2023	

GC = General Condition

SC = Special Condition

Distribution List

Kevin Krick, PE, AECOM

Kelley Samuels, AECOM

Mike Brown, Pla, AECOM

Ramon Mendieta, Aecom

Div of Recreation and Park - District 3

Osceola County Engineer

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 220628-34981.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 SWM Plans

Exhibit No. 2.1 Floodplain Analysis

Exhibit No. 3.0 Environmental Plans

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

ITEM 7.G

Authorization to extend and execute a contract with All City Management Services for School Crossing Guard management services throughout the City of Kissimmee for the 2023-2024 school year

Request

The Police Department is requesting Commission authorization to extend and execute the current contract, in the total amount of $661,670.88, with All City Management Services for the new 2023-2024 School Year. This company assumes all responsibilities for the City of Kissimmee School Crossing Guards.

Explanation

The Kissimmee Police Department entered into a contract with All City Management Services in November 2016. All City Management Services met all the requirements of the contract and covered all crossing guard locations during this contract period. A renewal period for this agreement ended on June 30, 2023. This request is to renew the contract for the 2023-2024 school year.

All City Management Services hourly rate for crossing guards has increased to $27.82 from $23.64/hr. The 2023-2024 contract will include 34 sites at 3.0 hours, 7 sites at 3.5 hours, and 1 site at 2.5 hours a day for a 180-day school year at a cost of $645,980.40. The annual re-certification training is two hours per crossing guard at a cost of $2,336.88 The Police Department will be responsible for covering 4 sites for summer school beginning the summer of 2024. Each site will have two crossing guards for a total of 24 hours per day. There are approximately 20 summer school days in the session. The cost for the addition of summer school coverage is $13,353.60. The coverage of 42 sites, annual crossing recertification and summer school is $661,670.88.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00130603-503434		Decrease	$661,671	$661,670.88

Financial Summary:

The existing purchase order; PO23000132, covers funding through 9/30/23. In the fiscal year beginning 10/1/23, the account number for this contract is 00130603-503434.

Recommendation

Staff requests approval to extend the contract with All City Management Services for the management of all City of Kissimmee School Crossing Guards for an additional year (2023-2024).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. (S) Kissimmee, FL 2023-2024 Services Contract - ACMS Signed
2. All City Management Client Worksheet 2023-2024
3. All City Management Confirmation Letter 2023-2024

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July__, 2023 and is between the CITY OF KISSIMMEE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.

2. The Contractor will provide forty-two (42) or more personnel trained (by an FDOT certified Trainer) in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City's representative in dealing with the Contractor shall be designated by the Kissimmee Police Department.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. If the Contractor fails to supply an immediate replacement and the City if forced to provide a temporary replacement, even for a short time period, the Contractor shall reimburse the City the going rate for a detail officer which is Forty-one Dollars ($41.00) per hour for a minimum of two hours.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws, codes and ordinances of the State of Florida and the City of Kissimmee.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws, codes and ordinances of the State of Florida and City of Kissimmee pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City of Kissimmee. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City of Kissimmee.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City of Kissimmee.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-seven Dollars and Eighty-two Cents **($27.82)** per hour, per Crossing Guard during the term.

Based upon a projected (23,784) hours of service the cost shall not exceed Five Hundred Thirty-nine Thousand Four Hundred and Twenty-one Dollars ($661,671.00) per year. This pricing includes 180-day school year, SDOT annual re-certification training and summer school coverage.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond June 30, 2023, the compensation and terms for the Services shall be established by mutual consent of both parties.

18. Any modifications to this Agreement, including a renewal of this Agreement pursuant to paragraph 17, shall be in writing and executed by both parties to this Agreement.

19. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may b only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have and maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Osceola County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

21. The prevailing party in any law suite shall be entitled to attorney's fees and costs including any appellate fees and costs.

22. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

City of Kissimmee

By_____
Signature

_____
Print Name and Title

Date_____

CONTRACTOR

All City Management Services, Inc.

By_____
D. Farwell, Corporate Secretary

Date 8/28/23

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: 200601/200602

Billing Rate for 2023/2024: $27.82

City of Kissimmee
101 Church St.
Kissimmee, FL 34741

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

34	Sites at 3.0 hrs per day	102 Total Hrs/day	X	180 days/yr	X	$27.82 Hourly Billing Rate	=	$510,775.20
1	Sites at 2.5 hrs per day	2.5 Total Hrs/day	X	180 days/yr	X	$27.82 Hourly Billing Rate	=	$12,519.00
7	Site at 3.5 hrs per day	24.5 Total Hrs/day	X	180 days/yr	X	$27.82 Hourly Billing Rate	=	$122,686.20
SDOT Annual Re-Certification Training @ 2 hours per Crossing Guard								
42		84 Total Hrs/day	X	1 days/yr	X	$27.82 Hourly Billing Rate	=	$2,336.88
Summer School								
4	Sites w/ 2 grds each @3 hrs/ day	24 Total Hrs/day	X	20 days/yr	X	$27.82 Hourly Billing Rate	=	$13,353.60

TOTAL PROJECTED HOURS **23784** **TOTAL ANNUAL PROJECTED COST** **$661,670.88**

ALL CITY MANAGEMENT SERVICES

March 7, 2023

Michael Thompson
City of Kissimmee
8 N. Steward Ave., Kissimmee, FL 34741

Dear Lieutenant,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2023-2024 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our post-COVID workforce was decimated and since then we have struggled to maintain a sufficient workforce. In many cases we've transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we're lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly billing wage for the upcoming 2023-2024 fiscal year. To facilitate the calculation of the 2023-2024 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

ITEM 7.H

Interlocal Agreement Between the City of Kissimmee, Florida and the Knightsbridge Community Development District Regarding the Maintenance and Ownership of Golden Knight Boulevard

Request

Staff requests approval of the Interlocal Agreement between the City and the Knightsbridge Community Development District regarding the maintenance and ownership of Golden Knight Blvd.

Explanation

The Knightsbridge Community Development District is an independent special district and a local unit of special-purpose government which is created pursuant to Chapter 190, Florida Statues (the "Act"), and is limited to the performance of those specialized functions authorized by the Act and the City's ordinance No. 3062 establishing the District. Pursuant to the Ordinance and the Act, the District is presently authorized to finance, fund, acquire, construct, operate and maintain systems, facilities, and infrastructure. After the construction of Golden Knight Blvd. is completed, the City requires the District to own and maintain the Boulevard. The City shall not be responsible for the maintenance of the Boulevard. This Interlocal Agreement shall serve as the "agreement between the District and a governmental entity" required by section 190.012(g) of the Act.

Recommendation

Staff recommends the approval of the Interlocal Agreement between the City and the Knightsbridge Community Development District regarding the maintenance and ownership of Golden Knight Blvd.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter:

Attachment(s):

1. (S) Interlocal Agt. Knightsbridge CDD and City of Kiss. (Golden Knight Blvd.) Executed by CDD (08.28.23)

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
P.O. Box 3353
Orlando, Florida 32802

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND
THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE MAINTENANCE AND OWNERSHIP OF
GOLDEN KNIGHT BOULEVARD

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MAINTENANCE AND OWNERSHIP OF GOLDEN KNIGHT BOULEVARD (the "Interlocal Agreement"), dated as of September 12, 2023, is entered into by and between the **CITY OF KISSIMMEE, FLORIDA** (the "City"), a political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, whose mailing address is 101 Church Street, Kissimmee, Florida, 34741, and the **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT** (the "District"), a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

RECITALS:

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Chapter 190, *Florida Statutes* (the "Act"), and is limited to the performance of those specialized functions authorized by the Act and the City's Ordinance No. 3062 establishing the District (the "Ordinance");

WHEREAS, pursuant to the Ordinance and the Act, the District is presently authorized to finance, fund, acquire, construct, operate and maintain systems, facilities and infrastructure as set forth in section 190.012, *Florida Statutes*;

WHEREAS, after the construction of Golden Knight Boulevard, as depicted on SHEET 2 of the KNIGHTSBRIDGE PHASE 1 plat, recorded in Plat Book 32, Page 190 of the Official

Records of Osceola County, Florida (the "Boulevard"), is completed the City requires the District to own and maintain the Boulevard;

WHEREAS, the City shall not be responsible for the maintenance of the Boulevard;

WHEREAS, this Interlocal Agreement shall serve as the "agreement between the District and a governmental entity" required by section 190.012(g) of the Act; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Interlocal Agreement.

2. Ownership and Maintenance Responsibilities of Golden Knight Boulevard. The City and the District agree that the District shall own and maintain, and finance as needed, the Boulevard after construction of the Boulevard is completed. The City and District agree and consent that at no time shall the City own the Boulevard nor be responsible for maintenance of the Boulevard.

3. Modification. This Interlocal Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the City and the District, and recorded in the Official Records of Osceola County, Florida.

4. Successors and Assigns. The terms and conditions of this Interlocal Agreement shall constitute covenants running with the land, and all rights and privileges granted herein shall be appurtenant to the lands herein described and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto and shall continue in perpetuity, unless otherwise modified in writing by the parties hereto.

5. Notice. Notices related to this Interlocal Agreement shall be in writing and shall be given when received by the addressee. Notices shall be addressed as follows:

If to the City: City of Kissimmee
101 Church Street
Kissimmee, Florida 34741
Attention: Kalanit Oded, Deputy City Attorney
Telephone: (407) 518-2311

If to the District: Knightsbridge Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: George S. Flint, District Manager

Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

6. Entire Agreement. This Interlocal Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

7. Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Interlocal Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

8. Governing Law. This Interlocal Agreement shall be governed by and construed under the laws of the State of Florida.

9. Sovereign Immunity. Nothing in this Interlocal Agreement shall be deemed a waiver of sovereign immunity or limit of liability of the District or the City, including their respective supervisors, commissioners, officers, agents or employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Effective Date. The effective date of this Interlocal Agreement is the date on which the last party executes this Interlocal Agreement and delivers a fully executed counterpart hereof to the other party.

[Signature pages to follow]

CITY SIGNATURE PAGE TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MAINTENANCE AND OWNERSHIP OF GOLDEN KNIGHT BOULEVARD

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

CITY OF KISSIMMEE

By:_____
Name:_____
Title:_____

ATTEST:

_____
Name:
Title: City Clerk

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 2023, by _____ _____ and _____, as the _____ and City Clerk of the City of Kissimmee, Florida, and who have acknowledged that they executed the same on behalf of the City of Kissimmee, Florida and that each was authorized to do so. Each is [ ] personally known to me or [ ] has produced _____ as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

DISTRICT SIGNATURE PAGE TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MAINTENANCE AND OWNERSHIP OF GOLDEN KNIGHT BOULEVARD

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Adam Morgan
Title: Chairman

ATTEST:

_____
Name: George S. Flint
Title: Secretary

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 28th day of August, 2023, by Adam Morgan, as Chairman of the Board of Supervisors, and by George S. Flint, as Secretary, of **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, on behalf of the community development district. They are both [X] personally known to me or [ ] has produced valid identification.

SAMANTHA HOXIE
Notary Public - State of Florida
Commission # HH 018796
My Comm. Expires Jul 7, 2024
Bonded through National Notary Assn.

_____
Notary Public; State of Florida
Print Name: Samantha Hoxie
My Commission Expires: July 7, 2024
My Commission No.: HH 018796

ITEM 7.I

Letter of Support and Approval of FY22 Recommendations for the Edward Byrne Memorial Justice Assistance Grant Countywide Projects

Request

Commission support of the Osceola Substance Abuse and Policy Advisory Board's (SAPAB) project recommendations for the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) in the amount of $103,550.00.

Explanation

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) has allocated funding in the amount of $103,550.00 to be used to address problems of illegal drug use, violent crimes and improvements to the criminal justice system within Osceola County.

The availability of this funding was advertised on April 23, 2023 by the Osceola County Board of County Commissioners which serves as the coordinating unit of government in this county. The projects below were presented by the applicants before the Substance Abuse and Policy Advisory Board (SAPAB) for review and selection of projects to be funded. The recommendations will also be reviewed for approval by the Osceola County Board of County Commissioners.

This process requires 51% of the local governments within the county to support the recommendations of projects made by the Substance Abuse and Violent Crime Policy Advisory Board. As such, the City is being asked to provide a letter of support to be included in the application. As a local municipality, the City has a representative from the Kissimmee Police Department on the Board. The recommended projects as decided by the SAPAB Board are as follows:

Sub-Recipient	Title of Project	Recommended Award
City of Kissimmee/ Kissimmee Police Department	Ballistic Helmets	$9,685.84
City of Kissimmee/ Kissimmee Police Department	Rear Ballistic Rifle Plates	$43,864.16
Osceola County BOCC/ Osceola County Sheriff's Office	M-VAC Instrument	$20,000.00
City of St. Cloud/ St. Cloud Police Department	Tracked Robot for Public Safety	$30,000.00
	Total Grant Awards	$103,550.00

Recommendation

Staff recommends approval of project recommendations associated with funding allocation for the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) in the amount of $103,550.00.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: City Manager
Presenter:

Attachment(s):
1. (S) - JAG-C Award Letter FY2022

September 12, 2023

Cody Menacof, Bureau Chief
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

RE: Year 2022 Edward Byrne Memorial Justice Assistance Grant Countywide (JAG-C)

Dear Mr. Menacof,

In compliance with State of Florida *Rule 11D-9*, F.A.C., the City of Kissimmee approves the distribution of **$103,550.00** of Federal Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) funds for the following projects within Osceola County:

Sub-Recipient	**Title of Project**	**Award**
City of Kissimmee/ Kissimmee Police Department	Ballistic Helmets	$9,685.84
City of Kissimmee/ Kissimmee Police Department	Rear Ballistic Rifle Plates	$43,864.16
Osceola County BOCC/ Osceola County Sheriff's Office	M-VAC Instrument	$20,000.00
City of St. Cloud/ St. Cloud Police Department	Tracked Robot for Public Safety	$30,000.00
Award Total		**$103,550.00**

Sincerely,

Olga Gonzalez
Mayor

Cc: Osceola County BOCC
City of St. Cloud

ITEM 7.J
Martin Street Forest - Final Plat (DRC# SR-22-0023)

Request

Approval of the final plat known as Martin Street Forest.

Explanation

The owner of the property, ECO Properties, Inc., is requesting final plat approval without a guarantee. The property is located south of West Martin Street and is combining multiple underlying lots into one lot for development purposes. There are no public improvements required as part of this request.

Recommendation

Staff recommends approval of the final plat for the Martin Street Forest.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

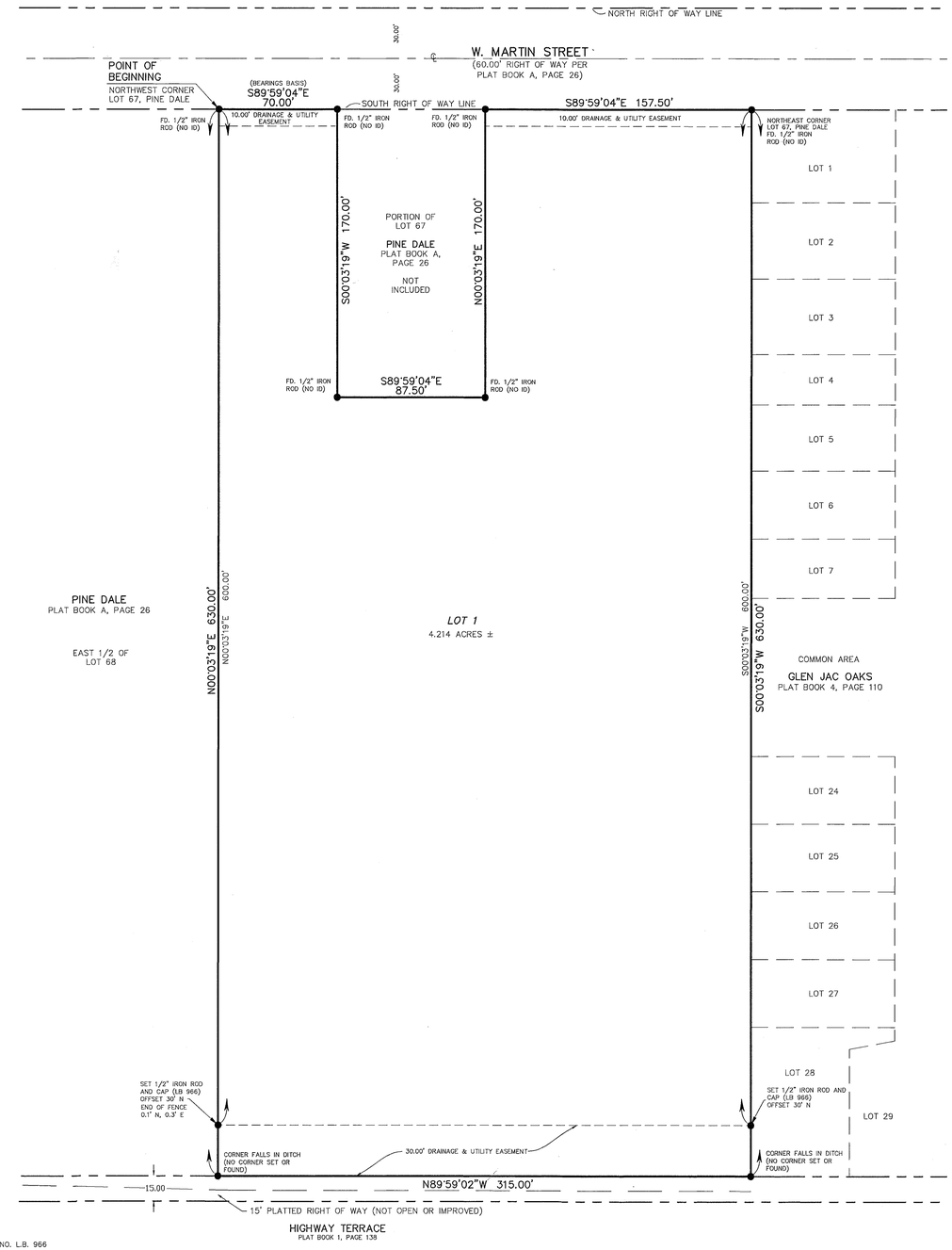
Attachment(s):
1. (S) - Final Plat
2. Vicinity Map

MARTIN STREET FOREST

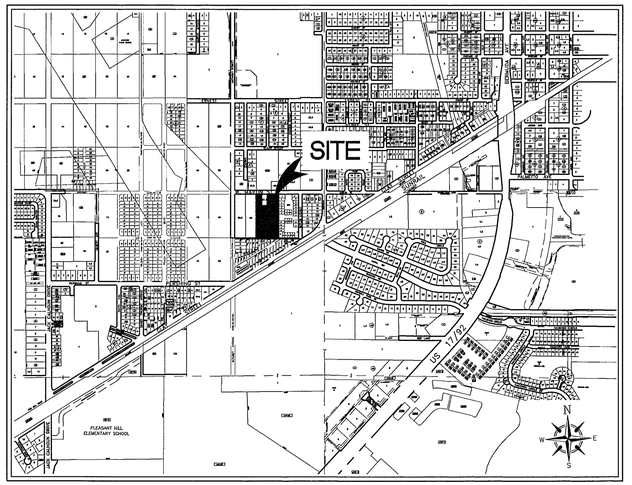
A REPLAT OF A PORTION OF LOT 67,
PINE DALE
PLAT BOOK A, PAGE 26
SECTION 29, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE
OSCEOLA COUNTY, FLORIDA

N
W E
S

40 0 20 40 80
GRAPHIC SCALE
IN FEET
1 INCH = 40 FEET



JOHNSTON'S SURVEYING INC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A parcel of land being a portion of Lot 67, PINE DALE, according to the plat thereof, as recorded in Plat Book A, Page 26 of the Public Records of Osceola County, Florida; being more particularly described as follows:

Begin at the Northwest corner of Lot 67, PINE DALE; thence S89°59'04"E, along the South Right of Way line of West Martin Street, a distance of 70.00 feet; thence departing said South Right of Way line, run S00°03'19"W, a distance of 170.00 feet; thence S89°59'04"E, a distance of 87.50 feet; thence N00°03'19"E, a distance of 170.00 feet to a point on the South Right of Way line of West Martin Street; thence S89°59'04"E, along said South Right of Way line, a distance of 157.50 feet to the Northeast corner of Lot 67, PINE DALE; thence S00°03'19"W, a distance of 630.00 feet; thence N89°59'02"W, a distance of 315.00 feet; thence N00°03'19"E, a distance of 630.00 feet to the Point of Beginning.

Containing 183,575 square feet or 4.214 acres, more or less.

SURVEYORS NOTES

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT) WITH THE SOUTH RIGHT OF WAY LINE OF WEST MARTIN STREET BEING S89°59'04"E.
2. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS TO OTHER PUBLIC UTILITY. IN EVENT A CABLE TELEPHONE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION PER F.S. 177.091(28).
3. 10' DRAINAGE AND UTILITY EASEMENT ALONG ALL RIGHT OF WAYS AS SHOWN AND DEDICATED TO THE TOHOPEKALIGA WATER AUTHORITY
4. 30' DRAINAGE AND UTILITY EASEMENT ALONG THE REAR OF LOT 1 AS SHOWN AND DEDICATED TO THE TOHOPEKALIGA WATER AUTHORITY

LEGEND

P.B.	PLAT BOOK	°	DEGREES
PG.	PAGE	'	MINUTES
SEC.	SECTION	"	SECONDS
TWP.	TOWNSHIP	±	MORE OR LESS
RNG.	RANGE	LB	LICENSED BUSINESS
COR.	CORNER	L.S.	LICENSED SURVEYOR
AC.	ACRES	ID.	IDENTIFICATION
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	I.R.	IRON ROD
		I.P.	IRON PIPE
R.L.S.	REGISTERED LAND SURVEYOR	R/W	RIGHT OF WAY
PCP	PERMANENT CONTROL POINT	O.R.B.	OFFICIAL RECORDS BOOK
PRM	PERMANENT REFERENCE MONUMENT	MON.	MONUMENT
℄	CENTERLINE	CONC.	CONCRETE
N	NORTH	FD.	FOUND
E	EAST		

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

PLAT BOOK ____ PAGE ____

DEDICATION

MARTIN STREET FOREST

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates Easements shown hereon to the perpetual use of the public and said lands and plat for the uses and purposes therein expressed.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed by the person(s) named below on 8-7, 2023.

ECO PROPERTIES, INC, a Florida Corporation

By: M Lucena

Print Name: MAGALY LUCENA Title: PRESIDENT

Signed and sealed in the presence of:

Witness: Christina R. Turner
Signature
Christina R. Turner
Print Name

Witness: Leslie A. Minshew
Signature
Leslie A. Minshew
Print Name

STATE OF FLORIDA COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 7th DAY OF August, 2023, BY MAGALY LUCENA, AS President, SUCH PERSON [ ] IS PERSONALLY KNOWN TO ME OR [✓] HAS PRODUCED Drivers License AS IDENTIFICATION.

Leslie A. Minshew
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

Notary Public State of Florida
Leslie A Minshew
My Commission HH 039600
Expires 09/16/2024

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 8/10/2022 he completed the survey of the lands as shown in the fore-going plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 29, Township 25 South, Range 29 East Osceola County, Florida.

RICHARD L. BROWN
LICENSED SURVEYOR
No. 6317
STATE OF FLORIDA

Dated 8/8/23 Registration No. 6317

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

JOHNSTON'S SURVEYING INC
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 8/10/23 the Florida Professional Surveyor and Mapper representing the City Kissimmee reviewed this plat. This plat complies with Florida Statutes, Chapter 177.

JOHN HUGHES, P.S.M.

Dated 8/10/23 Registration No. 6317

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on ..... the ..... approved the foregoing plat.

ATTEST: .....
MAYOR

.....
CITY CLERK

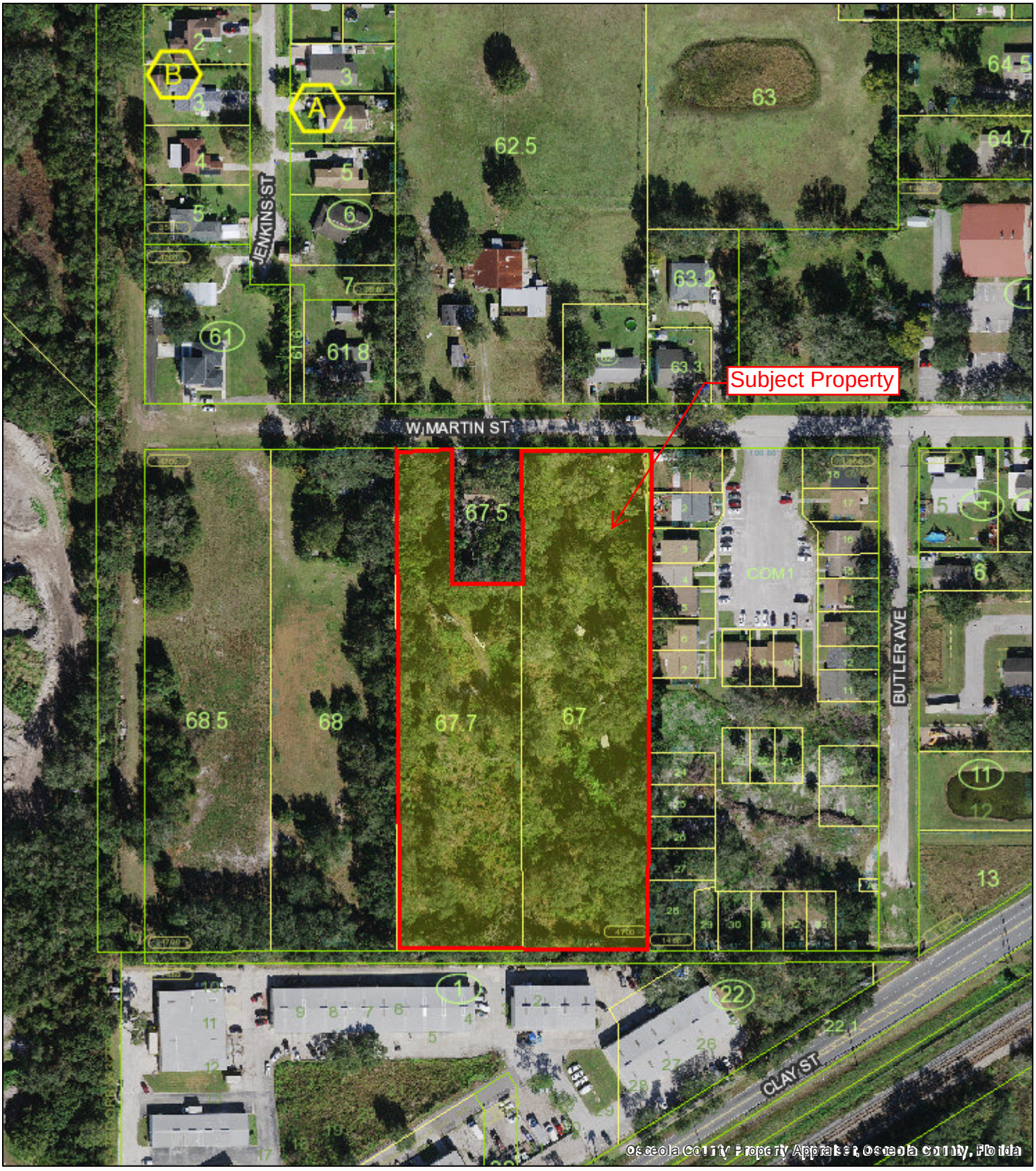
CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on ..... at .....

Clerk of the Circuit Court
in and for Osceola County, Florida
BY.....D.C. File No.....

22-439

DRC# SR-22-0023



SR-22-0023 - Martin Street Forest

Final Plat

Date Generated: 8/8/2023

0 80 160 ft

This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only It is not intended for conveyance, nor is it a survey.

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.K
Ratification of Executive Order 2023-01 - City Manager Declaration of Local State of Emergency (Hurricane Idalia)

Request

City Commission ratification of Executive Order 2023-01 issued August 29, 2023 for the Local Declaration of Emergency for Hurricane Idalia.

Explanation

City Manager Steigerwald, as authorized by City Code Section 14-20, issued the original Local State of Emergency on August 29, 2023.

Recommendation

REQUESTED CITY COMMISSION ACTION:

Department: City Manager
Presenter:

Attachment(s):
1. (S) - Ratification of CM EO 223-01 Idalia
2. Executive Order 2023-01 State of Emergency (Hurricane Idalia) (8-29-2023)
3. EO-23-175-1 (Governor's Executive Order)

PROCLAMATION RATIFYING LOCAL STATE OF EMERGENCY EXECUTIVE ORDER 2023-01

WHEREAS, On August 29, 2023, in response Hurricane Idalia impacting the State of Florida, Governor DeSantis issued Emergency Order No. 23-175 (amending Executive Orders 23-171 and 23-172) declaring a State of Emergency to encompass various counties, including Osceola County; and

WHEREAS, in response to the Governor's action, the City Manager issued Executive Order 2023-01, declaring a local state of emergency for the City of Kissimmee which is located in Osceola County, a copy of which is attached; and

WHEREAS, The City Manager has taken the necessary actions and enforcement powers to respond to the emergency, to safeguard the life and property of the citizens of Kissimmee, pursuant to Florida Statute Section 252.38, the City of Kissimmee Code, Section 14-20; and

WHEREAS, City Code Section 14- 20 (b), provides that as soon as practicable thereafter, a quorum of City Commission shall meet to ratify the declaration of emergency; and

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF KISSIMMEE, Florida hereby ratifies the City Manager's declaration of local state of Emergency Executive Order 2023-01.

1. The City Manager, or his designee, is hereby authorized and empowered to administer Chapter 14, Civil Emergencies of the City of Kissimmee Code of Ordinances and to take such actions expedient to adequately deal with, reduce vulnerability to, and to recover from existing and continuing impacts from Hurricane Idalia.

2. Pursuant to Florida Statute 258.38(3)(a)(5), the duration of a local state of emergency is limited to seven (7) days, therefore the State of Emergency expired September 4, 2023.

ADOPTED this 12th day of September, 2023, *nunc pro tunc,* to August 29, 2023 by the City Commission of the City of Kissimmee, Florida.

ATTEST:

_____
Mayor-Commissioner

_____
City Clerk

EXECUTIVE ORDER 2023-01
CITY OF KISSIMMEE, FLORIDA
LOCAL STATE OF EMERGENCY DECLARATION
RELATING TO HURRICANE IDALIA

WHEREAS, Governor Desantis issued Executive Order 23-175 (amending Executive Order 23-171 and 23-172), declaring a state of emergency for several counties in Florida, including Osceola County, where the City of Kissimmee is located, due to dangers presented by Hurricane Idalia which is moving northward over the southeastern Gulf of Mexico; and

WHEREAS, there is a possibility locally of inclement weather from Idalia including heavy rainfall, flash flooding, strong winds, and potential for isolated tornadic activity which may lead to damage to property, including private homes, businesses and critical public and private infrastructure, and may pose threats to general health, safety and welfare to the residents of Kissimmee, FL; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, it is the innate responsibility of local governments to safeguard the life and property of its citizens; and

WHEREAS, The City Manager is the Chief Administrative Officer of the City, and pursuant to City Code Section 14-20, is empowered to declare a local state of emergency whenever he determines that a threat of a national disaster is imminent and requires immediate and expeditious action.

NOW, THEREFORE, I, MIKE STEIGERWALD, as City Manager of the City of Kissimmee, Florida, by virtue of the authority vested in me by City Code Chapter 14, titled "Civil Emergencies" and by the Florida Emergency Management Act, as amended and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. I declare that Hurricane Idalia may pose a threat to the City of Kissimmee and hereby declare a LOCAL STATE OF EMERGENCY beginning August 29, 2023, which shall continue until I find the threat of danger no longer exists, but not longer than seven days from the date hereof, unless extended pursuant to provisions of Florida Statute Section 252.38.

Section 2. In responding to the emergency, the City may be required to suspend the application of certain rules, ordinances and orders administered by the City. Specifically, the City Manager, or his designee may execute interlocal agreements, mutual aid agreements, or addendums to existing franchise agreements or enter into any other agreement for the benefit of the City to assist in the emergency operation as provided in accordance with City Code Chapter 14.

CITY OF KISSIMMEE

Mike Steigerwald, City Manager

ATTEST:

City Clerk

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 23-175

(Amending Executive Order 23-171, Emergency Management – Hurricane Idalia)

WHEREAS, on August 26, 2023, I issued Executive Order 23-171, declaring a state of emergency for several counties in Florida due to the dangers presented by Invest 93L, a broad area of low pressure off the west coast of Central America; and

WHEREAS, on August 28, 2023, I issued Executive Order 23-172, amending Executive Order 23-171 by adding coastal and inland counties in Central and North Florida to the state of emergency; and

WHEREAS, as of 5:00 AM EDT on August 29, 2023, Tropical Storm Idalia strengthened into a hurricane, with maximum sustained winds of 75 miles per hour, and is moving northward over the southeastern Gulf of Mexico; and

WHEREAS, as of 5:00 AM EDT on August 29, 2023, Hurricane Idalia was approximately 175 miles southwest of the Dry Tortugas, Florida; and

WHEREAS, Hurricane Idalia is forecasted to become a major hurricane before making landfall along areas of the Florida Gulf Coast and the Florida Big Bend on August 30, 2023, and is expected to remain a hurricane as it moves across North Florida and into Georgia; and

WHEREAS, the Florida Division of Emergency Management, working together with the National Hurricane Center to evaluate weather predictions, has determined that there is a continuing risk of dangerous storm surge, heavy rainfall, flash flooding, strong winds, hazardous seas, and isolated tornadic activity for the Florida Peninsula and portions of the Florida Big Bend; and

WHEREAS, the threat posed by Hurricane Idalia requires that timely precautions must be taken to protect the communities, critical infrastructure, and general welfare of the people of Florida; and

WHEREAS, as the Governor of Florida, I am responsible to meet the dangers presented to the State of Florida and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Section 1 of Executive Order 23-171 is amended to read as follows:

Because of the foregoing conditions, which are projected to constitute a major disaster, I declare that a state of emergency exists in Alachua, Baker, Bay, Bradford, Brevard, Calhoun, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Gulf, Hamilton, Hardee, Hernando, Hillsborough, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Nassau, Orange, Osceola, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, Sumter, Suwannee, Taylor, Union, Volusia, and Wakulla Counties.

Section 2. Except as amended herein, Executive Order 23-171 is ratified and reaffirmed.

Section 3. This Executive Order is effective immediately and shall expire upon the expiration of Executive Order 23-171.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 29th day of August, 2023.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2023 AUG 29 AM 10:30
DEPARTMENT OF STATE
TALLAHASSEE, FL

ITEM 7.L
Disposal of City Assets

Request

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

Explanation

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

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. live auction or George Gideon Auctioneers, Inc. online auction. All items from the City's Information Technology Department will go to auction via A-1 Assets.

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. September 2023 Asset Disposal

City of Kissimmee
Surplus Property Auction List
Sep-23 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION		MODEL	SERIAL #	CITY #
AP031	2013 FORD ESCAPE	AP031		1FMCU9GX7DUD03358	22413
AP035	2014 HUSTLER, KAWASAKI MOWER	AP035		14083462	23164
PD202	1999 CHEVY VAN	PD202		1GCHG35RXX1110016	15654
POLICE	MISC ITEMS IN PD202				N/A
PD366	2006 FORD VAN	PD366		1FTNE24L96DA37489	22483
POLICE	MISC ITEMS IN PD366				N/A
PD517	2010 RADAR TRAILER	PD517		5F1550916A1001174	21537
PD530	2011 FORD CROWN VIC	PD530		2FABP7BV7BX129014	21568
POLICE	MISC ITEMS IN PD530				N/A
PD562	2015 FORD EXPLORER	PD562		1FM5K8AR3FGA66212	23153
POLICE	MISC ITEMS IN PD562				N/A
DR035	2004 QUES EQUIPMENT TRAILER	DR035		4RMES14254F002976	23678
ST060	1983 JOHN DEERE ROAD GRADER	ST060		DW670AX50132D	14152
ST107	1998 SULLIVAN AIR COMPRESSOR	ST107		17996A	13201
ST133	2004 CARGO TRAILER 8 1/2'X18'	ST133		5NHUVHT2X40312062	18230
ST156	2012 CARGO TRAILER 24'	ST156			22043
TR071	2008 FORD F450	TR071		1FDXF47R18ED04019	22333
FINANCE	DESK				N/A
FINANCE	METAL CREDENZA				N/A
FIRE	KONICA MINOLTA COPIER				23747

City of Kissimmee
Surplus Property Auction List
Sep-23 A-1 ASSETS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
IT	DELL Optiplex GX620		DDBYP91	19612
IT	HP Prodsesk 600 G5		MXL9423JYK	25651
IT	APPLE MacBook Pro A1398		C02NLEXHG3QC	23110
IT	FI-5015C	Fujistu	FI5015C706597	
IT	FI-5015C	Fujistu	FI5015C001121	
IT	FI-5015C	Fujistu	FI5015C706594	
IT	FI-5015C	Fujistu	FI5015C706601	
IT	FI-5015C	Fujistu	FI5015C003331	
IT	FI-5015C	Fujistu	FI5015C500504	TC-0062
IT	Letter Folder P6200	Premier		
IT	Scanjet NP310	HP	CN45QEF017056K	TC-0077
IT	FI-5015C	Fujistu	FI5015C001685	
IT	Laserjet P1606DN	HP	CE749A	TC-0051
IT	3330DN Laser Printer	Dell	29B2KJ1	
IT	HL-31C	Brother	U63476J6J645402	
IT	FI-6770	Fujistu	AAFDA02437	23371
IT	B2360DN	Dell	3TGXSS1	
IT	Laserjet P1606DN	HP	CE749A	
IT	AV5400	Avision	A088979173400005	24879
IT	AV5400	Avision	A088979173240012	24881
IT	C2660DN	Dell	CJ96F52	
IT	Color Laser Printer 1320C	Dell	J1M8DD1	
IT	Deskjet 5650	HP	MY3C44K6F779	
IT		Microphone Amp		18616
IT	iPad Pro 11 inch	Apple	F6QDJ047KD8C	26134
IT	iPad Pro 11 inch	Apple	F6QHL00KPV16	25935
IT	iPad Pro 11 inch	Apple	DMPD50LPPV16	25933
IT	iPad Pro 11 inch	Apple	DMPD30RFPV16	25932
IT	iPad Pro 11 inch	Apple	F6QDJ047KD8C	25934
IT	iPad Pro 11 inch	Apple	F6QHL00KPV16	26854
IT	iPad Pro 11 inch	Apple	DMPZP0MHKD8C	25675
IT	iPad Pro 11 inch	Apple	DMPD30QCPV16	25928

City of Kissimmee
Surplus Property Auction List
Sep-23 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
HR	LARGE GRAY FILING CABINET			N/A
HR	RED FILING CABINET			N/A
HR	BROWN CENTURY ART STEEL CO. FILING CABINET			N/A
HR	BEIGE FILING CABINET			N/A
HR	BEIGE FILING CABINET			N/A
HR	DARK PURPLE FILING CABINET			N/A
IT	APPLE IPAD		CW2YGK97FC	27213
POLICE	VT-TOUCH DRIVING SIMULATOR		5430906D-000614	22557
POLICE	TINT METER ENFORCER		110005644	N/A
POLICE	TINT METER ENFORCER		110005637	N/A

ITEM 7.M
Approval of Parking Ticket Services Agreement between Data Ticket, Inc. and the City of Kissimmee

Request

The Police Department is requesting the Commission approve and the Mayor sign the Parking Ticket Services Agreement between the City of Kissimmee and Data Ticket, Inc.

Explanation

KPD seeks approval to enter a Parking Ticket Services Agreement with Data Ticket, Inc. Data Ticket will lease handheld devices to KPD that will be used to issue parking tickets for violations of City Code s. 42-19. Data Ticket will also identify the registered owners of vehicles issued parking tickets, provide such owners notice of the issuance of parking tickets, accept and process fine payments, including online payments, and report unpaid parking tickets to the Florida Department of Motor Vehicles when consistent with Florida law. Currently, KPD issues handwritten tickets and the City does not have the ability to accept online payments for parking tickets.

The total up front cost for the first year of this Agreement is $7,855. This cost includes the first year of the three-year lease for four handheld devices, one-time software licensing fee and training costs, 100 rolls of citation paper (10,000 citations total) and prepayment for a year of other monthly fees related to device insurance and maintenance. Additional charges related to processing parking tickets are expected to be deducted from an escrow account holding the funds that Data Ticket collects from parking tickets issued by KPD.

Utilizing Data Ticket for parking services will allow for parking ticket enforcement to occur on a single technical platform, enable those who are issued parking tickets to make online payments, and is expected to decrease the administrative duties of City staff with regards to parking ticket enforcement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
	PD2223			$7,855

Financial Summary:

Funding for this project has been established under PD2223 to be included in the carry-forwarded list in the new fiscal year. Budget transfers will be requested in that time period.

Recommendation

Staff recommends approval of the Data Ticket agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. (S) Data Ticket Inc Scope of Service and Performance Agreement
2. Data Ticket Inc Product Quote and Parking Citation Cost Proposal

DATA TICKET inc.

SCOPE OF SERVICE AND PERFORMANCE AGREEMENT

DATA TICKET, INC.
2603 MAIN STREET, SUITE 300
IRVINE, CALIFORNIA 92614

(Hereinafter sometimes referred to as "COMPANY")

AND

THE CITY OF KISSIMMEE
8 NORTH STEWART AVENUE
KISSIMMEE, FLORIDA 34741

(Hereinafter sometimes referred to as "AGENCY"),

The Company intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of parking citations pursuant to AGENCY municipal code and the issuance of citations for illegal parking pursuant to the laws of the State of Florida.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY including active citations that have been issued prior to the beginning of the term of this AGREEMENT. COMPANY shall comply with all requirements of Florida Statute Chapter 316 when processing records sent by AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received in payment of citations. The AGENCY shall have the choice of owning a bank account with the COMPANY or directing the COMPANY to deposit directly into an AGENCY account. In either case deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments

made using VISA, MasterCard and Discover cards belonging to the COMPANY. Credit card payments will be directly deposited into an account held by the COMPANY. Credit card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY for services rendered. AGENCY shall provide details of all project expenses permitted in this AGREEMENT on all invoices. COMPANY agrees to invoice AGENCY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the AGREEMENT. Upon review and approval of COMPANY's invoice and verification that services have been rendered in conformity with this Agreement, AGENCY, shall pay COMPANY in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. AGENCY shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the AGENCY's receipt of the invoice. Thereafter, any late charges, interest or penalties applied to any invoice or charges for services shall comply with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. If this AGREEMENT is terminated for convenience for any reason, then COMPANY shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination. If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds and send all supporting documentation to the AGENCY for its records.

1.5 Identification of Registered Vehicle Owners: COMPANY shall have direct interface with the State of Florida DHSMV to obtain registered owner information and shall have the ability to retrieve registered owner information from most States and the District of Columbia if utilizing the City's ORI or SORI. COMPANY shall make three (3) documented attempts to obtain the name and address of the registered vehicle owner from the Florida Department of Motor Vehicles (DMV). COMPANY shall follow all procedures specified by the DMV/NLETS, and be consistent with the Vehicle Code nationwide, when identifying registered when identifying registered vehicle owners.

1.6 Verification of Ownership: COMPANY shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

DATA TICKET inc.

1.7 Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) 30 days after a parking citation is issued, a parking violation notice to all identified registered owners of vehicles who fail to pay their parking citation fines or request a hearing in the required manner. If a person who receives a parking violation notice fails to pay their parking citation fines and any applicable delinquency fees or request a hearing within 30 days after the parking violation notice is mailed, COMPANY will generate and mail (presorted, first-class postage) a final notice. The mailed parking violation and final notices will include all information required by the State Vehicle Code, including, but not limited to, the following:

A. Registered owner name and address;
B. Vehicle license plate number;
C. Vehicle make and model:
D. Parking citation issuance date, time and citation number;
E. Location where parking violation was issued;
F. Issuing agency;
G. The code citation of the parking violation and description of the violation;
H. Information on how and where to make payment (must be made within 30 days after the delinquency notice is mailed to avoid an additional delinquency fee);
I. The consequences of nonpayment (i.e., the possibility of a hold on the vehicle registration, referral to a collection agency, and the imposition of additional penalties);
J. The amount of fines and fees due and payable (for parking violation notices a $15.00 delinquency fee is imposed, and for final notices an additional $15.00 delinquency fee is imposed);
K. The following statement, "To request a hearing to contest this parking citation, send your request by email to parkingtickets@kissimmee.gov or by mail to Attn: Municipal Court Clerk, 8 N. Stewart Avenue, FL 34741 within 30 days after the mailing of this notice."
L. Affidavit of Non-Ownership.

1.8 Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request a hearing or an appeal according to the laws of the State of Florida. All contested citations will be forwarded to the AGENCY within three (3) business days so that the matter can be adjudicated.

1.9 Appeals: If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations and offers the option to perform and administer those reviews and hearings. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or

timely infraction information. The AGENCY shall be responsible to refund any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

1.10 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

1.11 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.12 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.13 Parking Citation System Master File Update: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

1.14 Holds with Florida DHSMV: COMPANY shall maintain the ability to implement registration holds with the State of Florida's Department of Highway Safety and Motor Vehicles (DHSMV). COMPANY shall only implement such a registration hold when in compliance with State law.

ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions and copies of the citation, any delinquency notices sent, photographs, affidavits of non-ownership, appeal documents, and other information as described in Items #236 and 398 of the Florida Secretary of State's General Records Schedule GS1-SL for State and Local Government Agencies for a minimum of six (6) years. Closed citations will remain on-line for at least six (6) years, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).

"Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, and maintained in accordance with Section 4.4 of this AGREEMENT titled "Books and Records."

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank and one (1) copy for the COMPANY. If the bank account is held jointly the COMPANY shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for AGENCY review. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and AGENCY will be responsible to reconcile their bank account and cut all checks including any

refund checks. If the AGENCY holds the account individually, it will supply deposit slips and endorsement stamp to COMPANY.

2.7 Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review of its database, including all citations and information relating to changes in status. AGENCY shall have access to web site twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year.

3.2 Citizen Web Site Access: Citizens who receive a citation that is received and processed by COMPANY during the term of this AGREEMENT shall be able to access the web site twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year to review their individual citation, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be "view only" or "interactive," for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule.

3.5 Web Site Cost: User ID's & passwords will be assigned to the AGENCY at no cost.

3.6 Web Site Training: COMPANY will train AGENCY staff for all access and inquiry capabilities to citation database, to be conducted at AGENCY's facilities or virtually.

ARTICLE IV - GENERAL

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

4.3 Use of Approved Forms: AGENCY shall have the right to approve all forms,

delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

4.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. AGENCY shall be entitled to audit such books, records, and related computer processing data and those of any subcontractor to the extent that such books, records, and related computer processing data relate to the performance of this AGREEMENT. Such books, records, and related computer processing data shall be available for reasonable inspection and audit by AGENCY. Such books, records, and related computer processing data shall be maintained by COMPANY for a period of five (5) years from the date of final payment under the AGREEMENT and by any sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

4.5 Ownership: All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return all property of AGENCY not otherwise included in Section 4.10 of the AGREEMENT titled "Storage for AGENCY" promptly to AGENCY no later than sixty (60) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of any open invoices and the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: COMPANY understands that AGENCY is a public entity subject to the public records laws of the State of Florida. COMPANY shall identify specifically any information contained in this AGREEMENT or that AGENCY receives from COMPANY during the term of this AGREEMENT, which COMPANY considers confidential and/or proprietary and which COMPANY believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church

Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this AGREEMENT or other information that AGENCY receives from COMPANY during the term of this AGREEMENT detailing what provisions, if any, COMPANY believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. COMPANY will upon the request of AGENCY (at AGENCY's discretion) defend AGENCY (and its employees, advisors, agents, and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to COMPANY's designation of material as confidential or exempt from public disclosure. COMPANY shall indemnify and hold harmless AGENCY (and its employees, advisors, agents and elected and appointed officials) from any and all claims, actions, suits, judgements, fines, costs, fees (including attorneys' fees), related to COMPANY's designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude AGENCY from exercising its own judgment regarding the disclosure of records and AGENCY may take any action that AGENCY in good faith believes is necessary for AGENCY to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

4.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization who are reasonable necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

4.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

A. COMPANY agrees to store original citations for the current year plus five (5) years, at which time they will be returned to AGENCY. COMPANY will return such citations to AGENCY, without any cost to AGENCY, on system, CD or diskette. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.

B. Within ninety (90) days after the termination of this AGREEMENT or the expiration of this AGREEMENT or any subsequent agreement, COMPANY will return all hard copies to the AGENCY without any cost to AGENCY and all processed data on an electronic file, diskette or CD.

ARTICLE V – ADDITIONAL SERVICES

5.1 Delinquent Collections: COMPANY shall retain a percent, specified in Exhibit A, "Cost Proposal", of payments collected on delinquent citations which have been processed in accordance with the current Agreement and meet the following criteria:

A. Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.

B. Citations with out-of-state license plates for which the normal daily processing cycle is complete.

C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

AGENCY shall not be responsible for any fees or costs of delinquent collections beyond the percentage, specified in Exhibit A, "Cost Proposal", of such payments collected.

5.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY each month. COMPANY shall also submit an annual report in a fiscal year format beginning with October 1st as the start of the fiscal year. The reports will provide activities relating to performance under this Scope of Services. Among the annual and monthly reports, which COMPANY will generate, are the following:

A. Report of revenue collected for during period;

B. Report for parking citations issued, including violation code, fine amount, and any penalty amounts added to delinquent citations during the reporting period, during the period;

C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period;

D. A report for issuing Agency identifying registered vehicle owners with multiple outstanding parking citations during the period;
E. A report for issuing Agency identifying the parking citations issued, location, violation by each officer during the period;
F. Report of parking citations in which COMPANY was unable to identify a registered owner during the period;
G. Report of delinquency notices sent during the period;
H. Report of any DHSMV holds or releases placed for the period;
I. Report of any refund activity during the period;
J. Report of any collections activity, including the rate of successful collections, during the period;
K. Report of any hearing requests received during the period;
L. Report of any appeals received during the period;
M. Report of any voids and dismissals with an explanation as to the reason for such void or dismissal during the period.

6.2 Ad-Hoc Reports: COMPANY shall allow AGENCY to query and generate ad hoc reports on-line. The online query or ad-hoc reporting tool must directly access data in the master database to provide accurate real-time information. COMPANY shall provide the ability for AGENCY personnel to create, save, share, and print custom reports without contacting COMPANY for assistance.

ARTICLE VII – TERM OF CONTRACT AND COSTS

7.1 Terms and Renewals: This Agreement shall be for three (3) years with renewal options for two (2) additional one-year terms. Unless notice of termination is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled term, this Agreement shall automatically renew for these two (2) subsequent one (1) year periods. In conjunction with the automatic extension of the terms of this Agreement, COMPANY shall give notice of any price adjustments for its processing services. Unless AGENCY agrees in writing to any price adjustments, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Cancellation: The AGREEMENT and the parties' performance may be terminated upon the following events:

7.2.1 Termination by Mutual Agreement. In the event the parties mutually agree in writing, the AGREEMENT may be terminated on the terms and dates stipulated therein.

7.2.2 Termination Without Cause. CITY shall have the right to terminate the AGREEMENT without cause by providing COMPANY with ninety (90) calendar days written notice.

7.2.3 Termination for Cause. In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include, but are not limited to, violations of state or federal laws, AGENCY's policies and procedures, or this AGREEMENT.

7.2.4 Termination for Lack of Funds. In the event the funds to finance this AGREEMENT become unavailable or are not allocated by AGENCY's Commission (or if this AGREEMENT is funded by way of a grant source, then in the event the funds to finance this AGREEMENT become unavailable or are not allocated by that grant source), AGENCY may provide COMPANY with thirty (30) days written notice of termination.

7.2.5 Immediate Termination by AGENCY. AGENCY, in its sole discretion, may terminate the AGREEMENT immediately upon the occurrence of any of the following events:

7.2.6 COMPANY's violation of the Public Records Act;

7.2.7 The insolvency, bankruptcy or receivership of COMPANY;

7.2.8 COMPANY's violation or non-compliance with NONDISCRIMINATION Section of these terms and conditions; or

7.2.9 COMPANY fails to maintain insurance in accordance with the INSURANCE Section of these terms and conditions.

7.2.10 COMPANY violates Section 13.5 regarding E-Verify

7.2.11 COMPANY is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

7.2.12 COMPANY is found to have been placed on the on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Neither the expected termination nor the expiration of the AGREEMENT shall relieve COMPANY, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.

Notwithstanding any other provisions of these terms and conditions, COMPANY'S duty to indemnify and defend AGENCY as set forth in these terms and conditions shall survive the termination or expiration of the AGREEMENT.

7.3 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above.

7.4 Costs: The cost for this AGREEMENT are provided in Exhibit A, Cost Proposal, which is attached hereto and incorporated into this AGREEMENT, for all associated costs.

ARTICLE VIII – CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless clauses.

A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers, agents and employees, from and against all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trail and on appeal, and for the preparation of same arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agencts under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.

B. COMPANY shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of this AGREEMENT, which is the subject of patent rights or copyrights. COMPANY shall, at its own expense, indemnify, hold harmless and defend AGENCY against any claim, suit or proceeding brought against AGENCY which is based upon a claim, whether rightful or otherwise, that any service furnished under this AGREEMENT constitutes an infringement of any patent or copyright of the United States. COMPANY shall pay all damages and costs awarded against AGENCY.

ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontracting: COMPANY is authorized to engage subcontracts as permitted by law at COMPANY'S own expense, subcontracts shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

ARTICLE X - INDEPENDENT COMPANY

10.1 COMPANY'S Relationship: COMPANY'S relationship to the AGENCY in the performance of this Agreement is that of an independent contractor and not as an employee, partner, joint venture, or associate of AGENCY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall not be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.

ARTICLE XI – INSURANCE

11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance policies shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. With the exception of worker's compensation and employers' liability insurance, such insurance policies shall name the AGENCY, its officers, elected officials, agents and employees, individually and collectively, as

additionally insureds. Such coverage for additional insureds shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be in excess only and not contributing with insurance provided under said policy. AGENCY shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. COMPANY shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the AGENCY, its officers, elected officials, agents and employees. Such certificates shall specifically identify this Agreement and shall not be cancelled, reduced in coverage or limits or non-renewed during the term of this AGREEMENT.

A) Comprehensive general liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect COMPANY and the additional insureds against all claims arising from bodily and personal injury and property damage. This policy shall also include a "contractual liability" endorsement to insure the contractual liability assumed by COMPANY under this AGREEMENT with AGENCY and "completed Operations and Products Liability" coverage to remain in force for 2 years after the term of this AGREEMENT. Limits shall be in an amount of not less than one million ($1,000,000) dollars per occurrence.
B) Comprehensive automobile liability owned, non-owned and hired vehicles with not less than one million ($1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons.
C) Proof of Professional Liability/Malpractice/Errors and Omissions insurance will also be provided in the amount of $1,000,000.
D) Worker's Compensation and Employer's Liability. This insurance shall protect COMPANY against all claims under applicable state workmen's compensation laws. COMPANY shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Proof of workers' compensation coverage must be provided for all employees and sub-contractors not eligible for exemption. The liability limits shall not be less than:

    Workers' Compensation: Florida statutory limits
    Employer's Liability: $100,000 each occurrence.

ARTICLE XII – SECURITY PROVISIONS

12.1 Security Provisions: AGENCY agrees to follow all defined security requirements including but not limited to:

A) All AGENCY employees who are provided access to services provided by

COMPANY must complete a background check and must complete annual security awareness trainings.

B) All AGENCY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.

C) AGENCY must inform COMPANY within seventy-two (72) hours of an AGENCY employee with access to COMPANY services leaving their role.

D) Either Party must inform the Other Party of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach, unless Florida Statute section 282.3185 requires more immediate notification, in which case the provisions and requirements of that statute prevail.

E) AGENCY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies we work with to obtain vehicle registered information.

F) AGENCY understands that evidence of the security requirements may be requested to comply with COMPANY audit requirements of the governmental agencies we work with.

G) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

12.2 Permissible Use Provisions: AGENCY agrees to follow all defined permissible use requirements including but not limited to:

A) All AGENCY employees who are provided access to services provided by COMPANY must receive biennial training on permissible use of state agency information.

B) All AGENCY employees must sign permissible use agreement documents subject to the source state or government agency where the vehicle registered owner information is being obtained.

C) All AGENCY employees will be instructed of the confidentiality of information obtained from a government agency and the proper use of

that information based on job responsibility, which must not involve immigration purposes.

D) Either Party must inform the Other Party within 24 hours if data has been misused in such a manner that might constitute data misuse or a data breach.

E) AGENCY must inform COMPANY of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.

F) AGENCY understands and agrees that permissible use requirements may change and be updated to reflect the most current permissible use requirements of the government agencies COMPANY works with to obtain vehicle registered information.

G) AGENCY understands that evidence of the permissible use requirements may be requested to comply with COMPANY's audit requirements of the governmental agencies COMPANY works with.

H) AGENCY understands that tracking of activity will occur for annual reviews to be conducted by COMPANY to ensure the confidentiality and privacy required for government agency provided information.

I) AGENCY understands that all information obtained through government agencies is considered subject to the Drivers Privacy Protection Act (DPPA) and agrees that no disclosures of information will be made that would constitute a violation of this act.

J) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

ARTICLE XIII – ENTIRE AGREEMENT

13.1 Integrated Agreement: This contract, together with corresponding Exhibits, is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall

be effective unless in writing and signed by both parties.

13.2 Choice of Law and Forum: This Agreement shall be construed in accordance with the Laws of the State of Florida. The venue for any legal action will be Osceola County, Florida.

13.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:

AS TO THE AGENCY:
SPECIAL OPERATIONS DIVISION CAPTAIN
THE CITY OF KISSIMMEE
8 NORTH STEWART AVENUE
KISSIMMEE, FLORIDA 34741

AS TO THE COMPANY:

DATA TICKET, INC.
A CALIFORNIA CORPORATION
2603 MAIN STREET, SUITE 300
IRVINE, CALIFORNIA 92614

13.4 Public Records Law: AGENCY is a public agency subject to the Florida Public Records Law expressed in Chapter 1 19, Florida Statutes. Accordingly, to the extent that it is determined that COMPANY is acting on behalf of AGENCY as provided under Section 119.011 (2), COMPANY 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 AGENCY to perform the service.

2. If the AGENCY's Custodian of Records requests records from COMPANY, COMPANY shall provide the AGENCY's Custodian of Records with a copy of the requested records or provide AGENCY with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the AGENCY 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

COMPANY does not transfer the records to the AGENCY.

4. Meet all requirements for retaining public records and transfer, at no cost, to the AGENCY all public records in possession of the COMPANY 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 AGENCY in a format that is compatible with the information technology systems of the AGENCY. Upon notice to COMPANY of a request to inspect or copy public records relating to an AGENCY's contract for services, COMPANY shall provide the records to the AGENCY or allow the records to be inspected or copied within a reasonable time.

5. If COMPANY does not comply with the AGENCY's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the AGENCY.

6. A COMPANY who fails to provide the public records to the AGENCY 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.

13.5 E-Verify: In accordance with Section 448.095, Florida Statutes, COMPANY 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 COMPANY enters into a contract with a subconsultant performing work or providing services on its behalf, COMPANY 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 .

COMPANY shall, upon request, provide evidence of compliance with this provision to AGENCY. Failure to comply with this provision is a material breach of this Agreement, and AGENCY may choose to terminate the Agreement at its sole discretion. COMPANY may be liable for all costs associated with AGENCY securing the same services, inclusive, but

not limited to, higher costs for the same services and rebidding costs (if necessary).

13.6 Scrutinized Companies Certification: By signing this Agreement, COMPANY 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 AGENCY determines, using credible information available to the public, that COMPANY has submitted false certification, AGENCY shall provide COMPANY with written notice of its determination. COMPANY 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 AGENCY may choose to terminate the Agreement at its sole discretion.

13.7 Nondiscrimination: COMPANY 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.

13.8 Laws and Regulations: COMPANY agrees to abide by all applicable Federal, State, County, and local rules, regulations, ordinances, and codes relative to its performance of relative to this AGREEMENT. COMPANY further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of COMPANY to comply with this paragraph shall constitute a material breach of this AGREEMENT.

13.9 No Third Party Beneficiaries: This AGREEMENT is for the benefit of the Parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this AGREEMENT shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

13.10 Severability: In the event any provisions of this AGREEMENT are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this AGREEMENT which shall remain in full force and effect and enforceable in accordance this AGREEMENT.

[Signatures on following page.]

DATA TICKET inc.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

AGENCY: **THE CITY OF KISSIMMEE, FL**	COMPANY: **DATA TICKET, INC.**
Signature: _____	Signature: [signature]
Print Name: _____	Print Name: Brook Westcott
Title: _____	Title: COO
Date: _____	Date: 5-30-2023

DATA TICKET inc.

Product Quote

Date	Quote #
8/28/2023	KISSPD8323

Bill To:	Ship To
Kissimmee Police Department 8 N. Stewart Avenue Kissimmee, Florida 34741	Kissimmee Police Department Please confirm

Terms	Rep
Net 30	KB

Description	Qty	Rate	Total
Samsung A52 5G City to pay upfront for the first year $35.00/additonally per month for the remaining 2 years	4	420.00	1,680.00T
1st Year License Fee Per Unit- One Time Software Fee	4	500.00	2,000.00
Annual License Fee Per Handheld Unit to Receive Software Updates. Start of 2nd Year of Handheld Use.	0	150.00	0.00
Software Maintenance/Support/ Troubleshooting– Includes phone support M-F during regular business hours, remote repair, and updates. $20.00 per unit/ per month	4	240.00	960.00
Training provided remotely $300 or In person Training is $1000.00	1	300.00	300.00
Replacement for Lost/Stolen/Damaged Handheld Unit– ($175.00 deductible charged for each lost/stolen or damaged unit) $15.00 per unit/ per month	4	180.00	720.00
Zebra ZQ520 Citation Roll 4" X 9.5', 100/Roll,100 rolls, 10,000 total citations Roll Length: 79' Printed: 0/1 Core ID: 0.75"	1	2,150.00	2,150.00T
Data Plan– Provded by the city - (First Net)			
Plate Fee- charged when changes are made to a previously printed proof or on new print; one plate per side/color *Shipping will be charged at actual cost*	1	45.00	45.00
Out-of-state sale, exempt from sales tax		0.00%	0.00

Approval Signature

By signing above, you have confirmed the "Ship To" address is correct as written.

Data Ticket will pass through any additional charges incurred for incorrect or incomplete shipping addresses to your agency.

Total **$7,855.00**

When the order is received, please spot check all items for any inconsistencies and report them to ClientServices@DataTicket.com within 60 days of receipt.

DATA TICKET inc.

2603 Main Street, Suite 300
Irvine, California 92614
949-428-7241
www.ClientServices.com

CITY OF KISSIMMEE, FLORIDA
PARKING CITATION COST PROPOSAL

Parking Citation Processing	
Description	**Cost**
Fee per Electronic Citation Issued	***$0.55***
Fee per Manual Citation Issued	***$0.65***
1st Courtesy Notice	***$0.75***
Includes:	
o Printing and sending daily o 1st class postage o Windowed #10 envelope	o 8 ½ x 11" semi-custom notice o Electronic attachment to the citation o Return #9 envelope
Fee per Letter (Adjudication, NSF, Other to be defined by the City) - Optional	***$0.75***
Includes:	
o Printing and sending daily o 1st class postage o Windowed #10 envelope	o 8 ½ x 11" custom letter o Electronic attachment to the citation o Return #9 envelope
Fee per Registered Owner	***$1.50***
Includes:	
o Use of the City's ORI or SORI for access to NLETs for Out-of-State Registered Owner information	o Direct to Specific States that allow Access

03/29/2023

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CITY OF KISSIMMEE, FLORIDA
PARKING CITATION COST PROPOSAL

Parking Citation Processing Services	
Description	**Cost**
Delinquent Collections - once 2nd notice is generated and sent	***27%***
Includes:	
o Sending up to 3 additional letters o 1st class postage o Windowed #10 envelope o Payment Processing o Electronic attachment to the citation o Return #9 envelope o Recorded Customer Service lines	
Joint / Escrow Account Services* - Optional	***$150.00 per month***
Includes:	
o Daily deposits via RCD o Processing of all NSFs o Payment of Data Ticket's invoice o Daily reconciliation of bank account o Net remittance to the County	
Fee per Refunds Processed - Optional	***$2.25***
Includes:	
o Weekly reconciliation of refunds/NSF's o Weekly generation of refund checks o Weekly mailing of refund checks o 1st class postage o Invoicing of refund check o Monthly reconciliation	
Fee for Chargebacks/NSF's Processed - Optional	***$8.00***
Includes:	
• Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence • Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation	
Fee per Paperless Appeal** - Optional	***$1.00***
Includes:	
o Receipt of Adjudication Requests o Scanning all back-up o Placing citation on adjudication hold o Attaching all back-up to citation	

*The City will be responsible for banking supplies which run approximately $200.00 initially and in which Data Ticket will procure

03/29/2023

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CITY OF KISSIMMEE, FLORIDA
PARKING CITATION COST PROPOSAL

** If Data Ticket will enter dispositions on behalf of the City based on documentation provided by appellant and City, there will be an additional fee per appeal of $1.50.

Services Included in the Above Costs:

Online Access for the Agency's Customers: **Included**
The Agency's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a Court Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff: **Included**
Access to the Agency's data is based on unique usernames and passwords assigned to everyone who requires access to the system. **Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.**

Our Solution is setup to maintain a complete audit trail for each transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs, Chargebacks and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- View the complete reason for the Court Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation

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CITY OF KISSIMMEE, FLORIDA
PARKING CITATION COST PROPOSAL

- View the reason for the Adjudication online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

Reporting: **Included**

- Data Ticket offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available if the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available using the standard reports or report generator, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing: **Included**

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank or if the Joint Escrow Account has been chosen, via remote check deposit

Registered Owner Information: **Included**

- Registered owner information for citations issued
- Turnaround time for acquisition of Florida registered owner information **is same day**
- Data Ticket is a recognized Strategic Partner with NLETs and **has access to registered owner information nationwide (for States that allow access) real-time through NLETs service**
- Access to this system requires the use of the Agency's ORI for tracking purposes only; Data Ticket will utilize its own ORI for acquiring the out of state RO data

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CITY OF KISSIMMEE, FLORIDA
PARKING CITATION COST PROPOSAL

Customer Service: **Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fi, advanced collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review**
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Training: **No Charge**

- Online training for the Agency will be provided free of charge for both the handheld ticket writer training and the system training. Training typically takes place over the course of a few hours and will be customized to meet the Agency's requirements.

Web Presence: **Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. **This website allows for the Agency and the Agency's Customers to access citations online**
- **If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.**

Convenience Fee Charged to Citizen: **$3.50 per Transaction**

- If an individual elects to pay online or over our IVR with a credit / debit card, a single transaction fee of $3.50 will apply, regardless of the number of citations paid in the single transaction.

Payment Plan Admin Fee Charged to Citizen: (Optional) **$15.00 per Transaction**

- If an individual requests a payment plan and the Agency agrees, Data Ticket will provide the capability for the individual to request the payment plan online and the Solution will automatically manage the payment plan.

Credit Card Chargeback Processing **$33.50 per transaction**

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CITY OF KISSIMMEE, FLORIDA
PARKING CITATION COST PROPOSAL

- If a chargeback occurs, a fee will be charged to the Citizen for the processing of the chargeback
- No fee will be charged to the Agency

Monthly Minimum **$200.00/month**

- A minimum fee of $200.00 will be charged on a monthly basis if services do not reach this level (not inclusive of the Joint/Escrow Banking Services fee)

Integrations:

- Data Ticket can successfully integrate with cashiering systems, pay stations, LPR vendors, etc., and in doing so will not charge an integration fee per vendor. Data Ticket will also not pay any integration, maintenance, support or any other integration fees.

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – There will be NO CPI increases for the duration of the agreement.

03/29/2023

ITEM 7.N
Authorization to accept 2023-24 Victims of Crime Act Grant Funding

Request

The Police Department requests Commission acceptance of the Victim of Crimes Act grant from the State of Florida, Office of the Attorney General, Bureau of Advocacy and Grants Management, in the amount of $56,001.

Explanation

The Office of the Attorney General has announced the anticipated availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of VOCA grant funds is to provide support services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. The Police Department has received this grant for several years.

The funding cycle for the VOCA grant funds under this notice is October 1, 2023, through September 30, 2024.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11400334 334200	VOCA24	Increase	$56,001	
11430401 501212	VOCA24	Increase	$36,005	
11430401 502121	VOCA24	Increase	$2,754	
11430401 502222	VOCA24	Increase	$5,797	
11430401 502323	VOCA24	Increase	$9,897	
11430401 502424	VOCA24	Increase	$1,548	

Financial Summary:

The above accounts will be amended accordingly upon acceptance of these grant funds.

Recommendation

Staff recommends the Commission accept and approve to amend the budget accordingly for the 2023-24 VOCA grant to the Office of the Attorney General.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Police
Presenter:

Attachment(s):
1. VOCA Grant 2023-204 Award Letter 08-23-2023

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Executive Staff

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-2564
http://www.myfloridalegal.com

August 28, 2023

Mr. Jeffrey O'Dell, Chief of Police
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, Florida 34741-5463

Dear Chief O'Dell:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Kissimmee Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2023-2024 funding cycle in the amount of $56,001.00.

Most recipients of VOCA grants unfortunately are receiving less for the 2023-2024 funding cycle versus the 2022-2023 funding cycle. This reduction reflects the reduced amount of funding the State of Florida received from the U.S. Department of Justice (DOJ), Office for Victims of Crime. The amount received by the State of Florida significantly decreased, which in turn results in less funding available to allocate to agencies throughout the state. We did not calculate your award for this coming funding cycle based on the amount that your organization had previously been awarded. Instead, we calculated the amount of the award to your organization this cycle based on a projection of the amount that you would spend during the 2022-2023 VOCA grant cycle. We believe that calculating the award based on projected spend instead of amount of prior awards will do less harm to your and other grant recipients' operations. Again, with limited exception, every grantee is having the same percentage cut from the amount that they are currently projected to spend.

We also wanted to make you aware that DOJ has projected that there will be substantial reductions in subsequent year awards from the DOJ. These additional, substantial reductions will require the Office of Attorney General to reduce future year grant awards. Therefore, the Office of the Attorney General strongly encourages all VOCA award subgrantees to attempt to secure funding from other sources, if your organization anticipates the program will continue beyond the date of this award.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com with any questions about this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

John M. Guard
Chief Deputy Attorney General

JMG/rs

FY 2023/2024
(Grant Period October 1, 2023, through September 30, 2024)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Kissimmee Police Department

GRANT NO: VOCA-C-2023-City of Kissimmee Police Departm-00165

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Kissimmee Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2023/2024 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2023/2024 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2023, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2024. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with

the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the

OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $56,001.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice

for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliates, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will

result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days

written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs,

Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2023-2024 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2023. The training modules are available at http://ojp.gov/about/ocr/assistance.htm. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2023-City of Kissimmee Police Departm-00165 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (Kissimmee Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications,

websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The Kissimmee Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/ to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2023-2024 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Kissimmee Police Department, have executed this agreement.

Betty J Holland

Authorizing Official

Betty J Holland

Print Name

Aug 29, 2023

Date

OAG Authorizing Official

John Guard

Print Name

Aug 28, 2023

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Betty J Holland

Print Name

Date

FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2023-2024**
Subrecipient Name and Address Kissimmee Police Department 8 N. Stewart Avenue Kissimmee, Florida 34741-5463	OAG Grant Number VOCA-C-2023-City of Kissimmee Police Departm-00165	
Subrecipient DUNS Number 07-048-1952	Project Period: From 10/1/2023 To 9/30/2024	
Subrecipient IRS/Vendor/FEIN Number 59-6000348	Budget Period: From 10/1/2023 To 9/30/2024	
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula	Award Date 10/01/2023	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $56,001.00	Total Award $56,001.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2020-2021: From 10/1/2019 to 9/30/2024 2021-2022: From 10/1/2020 to 9/30/2024	
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021	OVC Total Award to OAG $106,717,018 $66,670,292	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date Aug 28, 2023	Signature, Agency Executive Director, Date Betty J Holland Aug 29, 2023	

ITEM 7.O
Kissimmee Residential - John Young Parkway - Drainage Canal Easement Variance (DRC# VAR-23-0003)

Request

Approval of a request to dedicate a perpetually unobstructed drainage and maintenance easement to the City for a drainage canal directly adjacent to the Kissimmee Residential – John Young Parkway development, in lieu of a drainage right-of-way.

Explanation

The owners of the development, known as Kissimmee Residential – John Young Parkway (DRC# SP-22-0032), seek a City Commission variance in accordance with Land Development Code (LDC) §14-3-52. This variance is to provide a perpetually unobstructed drainage and maintenance easement instead of a drainage right-of-way, as mandated by LDC §14-3-10(D)(3).

LDC §14-3-10(D)(3) states that in cases where a developer proposes to construct a drainage ditch deeper than three feet or the development is directly adjacent to a drainage way exceeding three feet in depth, the developer must dedicate a right-of-way to the city. The right-of-way should be of sufficient width to accommodate a 25-foot maintenance berm on each side of the ditch or drainage way, in addition to the width of the ditch as measured at the top of the slopes.

The Kissimmee Residential – John Young Parkway development is situated on the north side of the FDOT-owned drainage canal, which lies north of the Estancia subdivision and east of S. John Young Parkway. Certain portions of this development fall within the 25-foot maintenance berm on the north side of the canal. It is important to note that while the canal is owned by FDOT, it is maintained by the City.

In order to ensure this request aligns with the public interest and always allows sufficient area for maintenance, the City has proposed a condition of approval with the development. The condition requires the dedication of a perpetually unobstructed easement over the portion of the maintenance berm area within the boundaries of the Kissimmee Residential – John Young Parkway development, as an alternative to acquiring additional right-of-way.

The incorporation of this easement, rather than a right-of-way, brings several advantages to the property owner, the City, and the community. Firstly, the property owner retains ownership of the land, enabling them to receive credit for buffering and setback requirements while maintaining control over the development's layout and design.

Secondly, by retaining the property on the tax rolls, the City continues to benefit from tax revenues generated by the development. These funds contribute to essential services, infrastructure improvements, and overall community growth.

Lastly, by establishing the easement as perpetually unobstructed, the area will always be available for maintenance vehicle access. This unobstructed access ensures that City maintenance personnel can efficiently conduct routine upkeep, inspections, and any necessary repairs in the drainage canal area without encountering obstacles. This proactive approach enhances the safety and functionality of the drainage infrastructure, minimizing potential issues in the long run.

Recommendation

Approval of this request to dedicate a perpetually unobstructed drainage and maintenance easement to the City, in lieu of a drainage right-of-way.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Easement
2. DRC Correspondence
3. Vicinity Map

This instrument was prepared by:
Jo O. Thacker, Esquire
Nelson Mullins Riley & Scarborough, LLP
390 N. Orange Avenue, Suite 1400
Orlando, FL 32801

Parcel Id No: 28-25-29-1512-0001-00B0

GRANT OF PERPETUAL NONEXCLUSIVE MAINTENANCE, ACCESS, AND DRAINAGE EASEMENT

THIS GRANT OF PERPETUAL NONEXCLUSIVE MAINTENANCE, ACCESS, AND DRAINAGE EASEMENT ("Easement") is executed this ___day of _____, 2023, by ABIDING APARTMENTS LLC, a Florida limited liability company, having an address at 3455 Bayshore Boulevard, PH 2100, Tampa, Florida 33629 (the "Grantor"), in favor of CITY OF KISSIMMEE, a Florida municipal corporation, having an address at 101 Church Street, Kissimmee, Florida 34741 (the "Grantee").

RECITALS

WHEREAS, Grantor is the fee simple owner of the easement areas located in Osceola County, Florida, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Drainage Easement Area"); and

WHEREAS, Grantee is the fee simple owner of the real property more specifically described in **Exhibit "B"** attached hereto and made a part hereof (the "Grantee's Property")

WHEREAS, Grantor has agreed to grant a non-exclusive perpetual maintenance, access, and drainage easement subject to and in accordance with the terms set forth in this Easement.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 U.S. Dollars ($10.00), the mutual covenants, representations and agreements contained in this Easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals to this Easement and the exhibits referred to therein are true and correct and are hereby incorporated into and made a part of this Easement.

2. **Grant of Maintenance, Access, and Drainage Easement.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants and conveys to Grantee, its agents, invitees and licensees and successors the following easement (the "Easement") for the benefit of the Grantee's Property, a perpetual, non-exclusive maintenance, access, and drainage easement for the purpose of maintaining the Drainage Easement Area, accessing property owned by Grantee and the Florida Department of Transportation, and accepting and conveying stormwater discharge flows from Grantee's Property (the "Drainage Easement") in, to, over, and under the Drainage Easement Area. The Drainage Easement Area shall remain perpetually unobstructed. If the Drainage Easement Area is obstructed, the Grantee shall notify the Grantor about the obstruction

and Grantor shall have five (5) days from the date of notification to remove the obstruction. If the Grantor fails to remove the obstruction after five (5) days, the Grantee may remove the obstruction and invoice the Grantor for the costs related to removing the obstruction. Grantee shall be responsible for removing any obstruction caused by Grantee's actions at Grantee's expense. Furthermore, any damage to the Drainage Easement Area caused by Grantee's actions shall be corrected at Grantee's expense. Grantor shall notify Grantee of any damage caused by Grantee and Grantee shall have five (5) days from the date of notification to correct the damage. If the Grantee fails to correct the damage after five (5) days, the Grantor may correct the damage and invoice the Grantee for the costs related with correcting the damage.

3. **Grant of Additional Easements.** This Easement shall in no way restrict the right of Grantor to grant other easements or make other uses of Drainage Easement Area so long as such other grants and uses are not materially inconsistent with the rights granted hereunder.

4. **Miscellaneous Provisions.**

(a) **Assigns.** This Easement shall be binding upon and inure to the benefit of the parties hereto, their respective representatives, successors and assigns.

(b) **Amendment.** This Easement may not be amended, modified, altered or changed in any respect except by further agreement in writing duly executed by the parties hereto.

(c) **Severability.** If any of the provisions of this Easement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Easement and the application of such provision to the persons or situations other than those as to which it shall have been invalid or unenforceable, shall not be affected thereby and shall continue to be valid and be in force to the fullest extent permitted by law.

(d) **Captions.** The Easement headings and captions contained in this Easement are for convenience and reference only and in no way define, limit, or describe the scope of the intent of this Agreement.

(e) **Construction.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require.

(f) **Exercise of Rights.** Notwithstanding anything herein to the contrary, any rights granted hereunder shall be exercised so as to avoid and/or minimize interference with the use and operation of the surrounding property owned by the Grantor.

(g) **Applicable Law.** The validity of this Easement and all of its terms and provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

(h) **Notices.** All notices which shall be given under this Easement shall be made in writing by certified mail, return receipt requested, with proper postage affixed, by overnight courier service (such as FedEx, DHL or UPS), or by hand-delivery addressed:

As to Grantor: As to Grantee:

Abiding Apartments LLC	City of Kissimmee
Attn: Edward M. Kobel	Attn: City Manager
3435 Bayshore Boulevard, PH 2100	101 Church Street
Tampa, FL 33629	Kissimmee, FL 34741

Notice shall be deemed given upon hand-delivery, upon the date of execution of the return receipt or the date delivery is refused, or if by overnight courier service, one (1) business day after deposit with such overnight courier service.

(i) **Covenants Running with the Land.** It is intended that the terms, covenants and conditions set forth in this Easement shall be construed as both covenants and conditions and that they shall run with the Drainage Easement Area (subject to the relocation provisions of Section 3 of this Easement) and in favor of Grantee's Property and be affirmatively enforceable, and shall continue to be easements and covenants benefitting, binding, and running with the land.

(j) **No Waiver.** The waiver of any default in the performance of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent default in the performance of the same term, provision, or covenant, or any other term, provision or covenant of this Agreement.

(k) **Indemnity.** Grantee hereby indemnifies and agrees to hold Grantor harmless from and against any loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by the other parties and which may arise out of or in connection with, by reason of the actions of or the failure to take action by Grantee, or the negligence or misconduct of Grantee, its agents, representatives, contractors or employees, in the conduct of the construction or maintenance performed by Grantee and any action taken by Grantee pursuant to the terms of this Easement.

(l) **Insurance.** Grantee shall keep and maintain at all times during the term of this Easement, at such party's sole expense, a comprehensive public liability and property damage insurance policy insuring both parties with coverage in an amount of not less than $1,000,000. Grantee shall, upon the request of any other party, furnish a certificate or such other evidence of such insurance as may reasonably be requested by Grantor.

(m) **Default.** Upon the failure of either party to comply with such party's obligations under the terms of this Easement, the non-defaulting party shall deliver notice to the defaulting party, and if such default is not cured within thirty (30) days after receipt of such written notice (or such longer period of time provided that the defaulting party is diligently prosecuting the cure of the default) the other party shall be entitled to commence an action against such defaulting party for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action, the prevailing party shall be entitled to recover its costs and attorneys' fees. Notwithstanding any provision herein to

the contrary, in no event shall either party be liable for consequential, punitive or speculative damages.

(n) **Grant of Easement Only.** The parties are not hereby conveying any land or title thereto, but merely are granting the rights and easements hereinabove set forth. The parties reserve all right, title, interest and privilege in and to their respective properties for all purposes not inconsistent with the easements and uses described in this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be signed on the date first set forth above.

GRANTOR:

ABIDING APARTMENTS LLC, a Florida limited liability company

Print Name: Tim Thomas

By: _____
Print Name: Dale Hedrick
Title: Manager

Print Name: Alexandra Bazo

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this 14th day of August, 2023, by Dale Hedrick as Manager of Abiding Apartments LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or presented a ——— driver's licenses as identification.

Notary Stamp/Seal

Notary Signature: _____
Notary Print: Patricia Nadine Costigan

Notary Public State of Florida
Patricia Nadine Costigan
My Commission GG 956561
Expires 06/04/2024

GRANTEE:

THE CITY OF KISSIMMEE, a Florida municipal corporation

_____
Print Name:_____

By:_____
Name: _____
Title: _____

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this ____ day of _____, 2023, by _____ as the _____ of the City of Kissimmee, a Florida municipal corporation on behalf of the City. He/She is personally known to me or presented a _____ driver's licenses as identification.

Notary Stamp/Seal

Notary Signature:_____
Notary Print:_____

EXHIBIT “A”

EASEMENT AREA
LEGAL DESCRIPTION

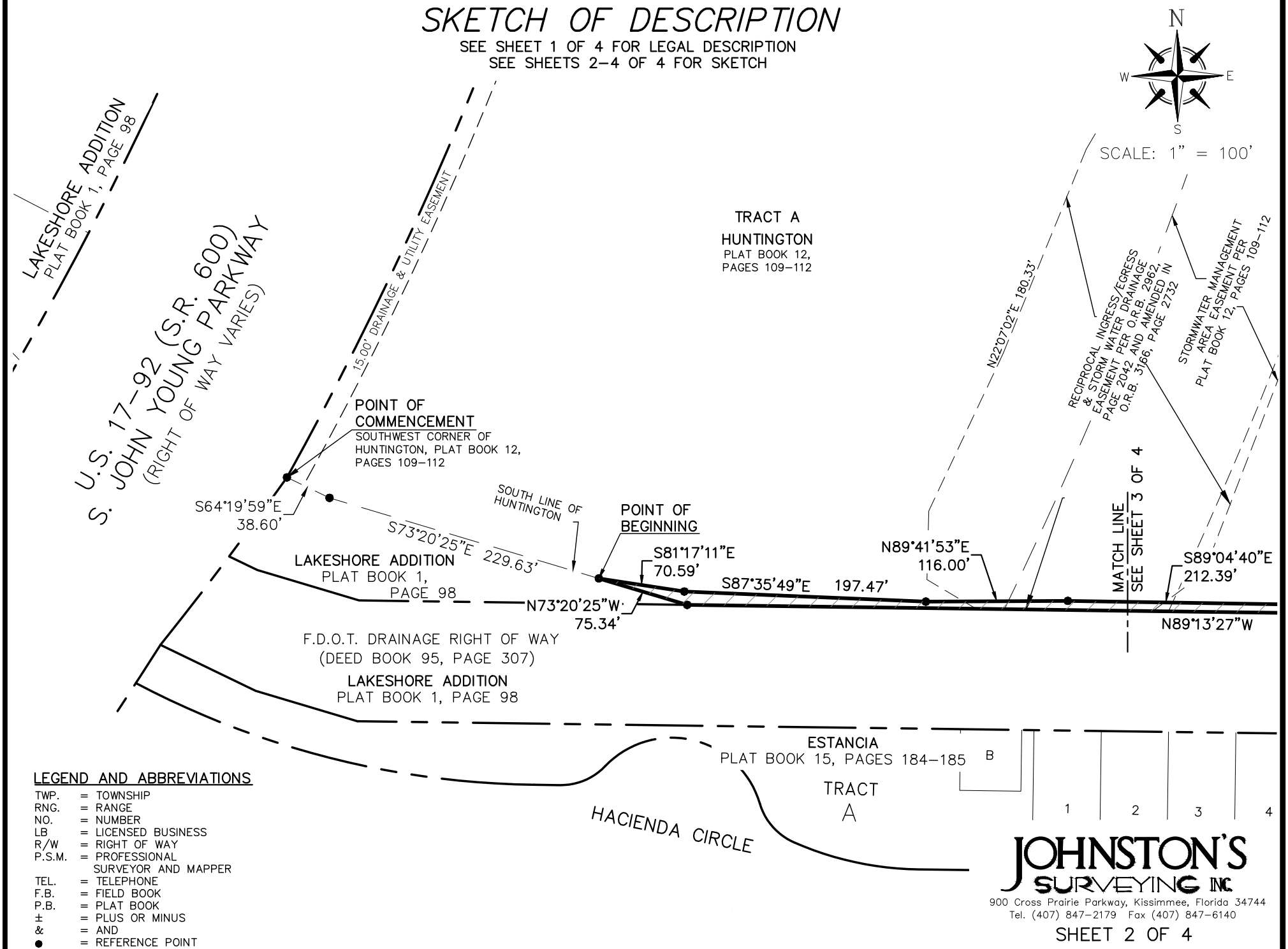
A parcel of land being a portion of Tracts A and B, HUNTINGTON, according to the plat thereof, as recorded in Plat Book 12, Pages 109 through 112 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of HUNTINGTON, according to the plat thereof, as recorded in Plat Book 12, Pages 109 through 112 of the Public Records of Osceola County, Florida; thence along the South line of said HUNTINGTON the following 2 courses and distances: thence S64°19’59”E, a distance of 38.60 feet; thence S73°20’25”E, a distance of 229.63 feet to the Point of Beginning; thence departing said South line, run S81°17'11"E, a distance of 70.59 feet; thence S87°35'49"E, a distance of 197.47 feet; thence N89°41'53"E, a distance of 116.00 feet; thence S89°04'40"E, a distance of 212.39 feet; thence S89°53'25"E, a distance of 197.40 feet; thence N85°48'29"E, a distance of 185.75 feet; thence S89°02'29"E, a distance of 109.22 feet; thence N89°28'14"E, a distance of 127.76 feet; thence S89°54'03"E, a distance of 199.69 feet; thence S88°45'49"E, a distance of 228.16 feet; thence N87°23'25"E, a distance of 99.12 feet to the East line of Tract B of aforesaid HUNTINGTON; thence S01°06'45"W, along said East line, a distance of 25.76 feet to a point on the South line of aforesaid HUNTINGTON; thence the following four (4) courses and distances along said South line: thence N88°55'44"W, a distance of 706.88 feet; thence S84°32'35"W, a distance of 111.46 feet; thence N89°13'27"W, a distance of 851.55 feet; thence N73°20'25"W, a distance of 75.34 feet to the Point of Beginning.

Containing 22,731 square feet or 0.52 acres, more or less.

SKETCH OF DESCRIPTION

SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION
SEE SHEETS 2–4 OF 4 FOR SKETCH



LEGEND AND ABBREVIATIONS

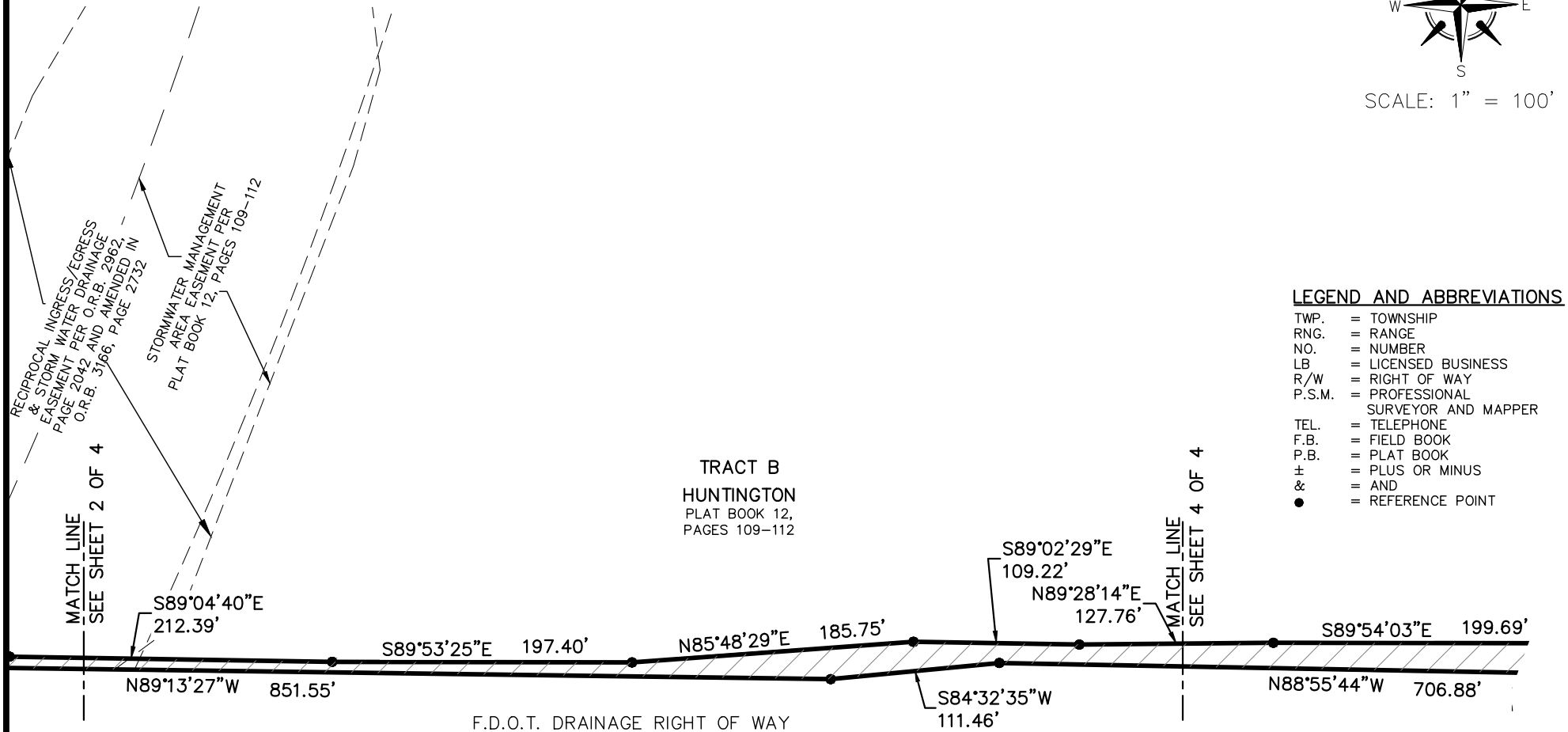
TWP.	=	TOWNSHIP
RNG.	=	RANGE
NO.	=	NUMBER
LB	=	LICENSED BUSINESS
R/W	=	RIGHT OF WAY
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
TEL.	=	TELEPHONE
F.B.	=	FIELD BOOK
P.B.	=	PLAT BOOK
±	=	PLUS OR MINUS
&	=	AND
●	=	REFERENCE POINT

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

SHEET 2 OF 4

SKETCH OF DESCRIPTION

SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION
SEE SHEETS 2–4 OF 4 FOR SKETCH

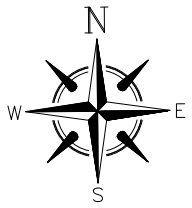


JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 3 OF 4

SKETCH OF DESCRIPTION

SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION
SEE SHEETS 2–4 OF 4 FOR SKETCH



SCALE: 1" = 100'

LEGEND AND ABBREVIATIONS

TWP.	=	TOWNSHIP
RNG.	=	RANGE
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TEL.	=	TELEPHONE
F.B.	=	FIELD BOOK
P.B.	=	PLAT BOOK
±	=	PLUS OR MINUS
&	=	AND
●	=	REFERENCE POINT

LAKE TOHOPEKALIGA

MATCH LINE
SEE SHEET 3 OF 4

EAST LINE TRACT B, HUNTINGTON

TRACT A
HUNTINGTON
PLAT BOOK 12, PAGES 109–112

S89°02'29"E
109.22'

N89°28'14"E
127.76'

S89°54'03"E 199.69'

S88°45'49"E 228.16'

N87°23'25"E
99.12'

S01°06'45"W
25.76'

S84°32'35"W
111.46'

N88°55'44"W 706.88'

SOUTH LINE OF HUNTINGTON

F.D.O.T. DRAINAGE RIGHT OF WAY
(DEED BOOK 95, PAGE 307)

LAKESHORE ADDITION
PLAT BOOK 1, PAGE 98

12 13 14 15 16 17 18 19 20 21 22 23 24

TRACT S-1

JOHNSTON'S SURVEYING INC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 4 OF 4

EXHIBIT "B"

GRANTEE'S PROPERTY

A portion of Tract "A", HUNTINGTON, as recorded in Plat Book 12, Pages 109 through 112 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 15, SUNRISE POINTE, as recorded in Plat Book 21, Pages 53 through 54, of the Public Records of Osceola County, Florida, also being a point on the North line of Tract "A", HUNTINGTON, as recorded in Plat Book 12, Pages 109 through 112 of the Public Records of Osceola County, Florida; thence run N88°15'21"E, along said North line of Tract "A", a distance of 32.00 feet to the East boundary of said Tract "A"; thence along said East boundary the following nineteen (19) courses: run S16°46'43"E, a distance of 144.12 feet; thence run S17°58'33"E, a distance of 102.23 feet; thence run S16°57'17"E, a distance of 106.61 feet; thence run S17°44'14"E, a distance of 97.02 feet; thence run S20°05'17"E, a distance of 103.62 feet; thence run S19°48'32"E, a distance of 99.44 feet; thence run S18°34'51"E, a distance of 88.63 feet; thence run S17°54'49"E, a distance of 110.69 feet; thence run S18°25'01"E, a distance of 90.43 feet; thence run S18°33'48"E, a distance of 104.62 feet; thence run S20°33'51"E, a distance of 103.15 feet; thence run S17°23'06"E, a distance of 123.80 feet; thence run S23°01'36"E, a distance of 102.74 feet; thence run S23°56'39"E, a distance of 110.72 feet; thence run S21°36'31"E, a distance of 108.30 feet; thence run S23°28'38"E, a distance of 100.43 feet; thence run S28°25'46"E, a distance of 69.28 feet; thence run S03°21'53"E, a distance of 53.07 feet; thence run S17°53'35"W, a distance of 16.48 feet to the South boundary of said Tract "A" and the North line of the Florida Department of Transportation Drainage Right of Way recorded in Deed Book 95, Page 307 of the Public Records of Osceola County, Florida; thence run S89°24'33"W, along said South boundary of Tract "A" and North line of Florida Department of Transportation Drainage Right of Way, a distance of 136.95 feet to the East boundary of Tract "B" of said HUNTINGTON and Lands Described in Official Records Book 1748, Page 1891, of the Public Records of Osceola County, Florida; thence along the boundary of Tract "B" and Lands Described in Official Records Book 1748, Page 1891 the following five (5) courses: run N00°35'24"W, a distance of 145.21 feet; thence run N34°58'26"W, a distance of 664.04 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 230.00 feet and a Central Angle of 43°08'50"; thence run Northwesterly along the arc of said curve a distance of 173.20 feet (Chord Bearing = N56°32'51"W, Chord = 169.14 feet) to a point on a non tangent curve, concave to the East, having a Radius of 125.00 feet and a Central Angle of 112°31'07"; thence run Northerly along the arc of said curve a distance of 245.48 feet (Chord Bearing = N21°51'46"W, Chord = 207.89 feet); thence run S88°15'21"W, a distance of 526.82 feet to a point on the East line of Lands Described in Official Records Book 3767, Page 2976, of the Public Records of Osceola County, Florida, and a point on a non tangent curve, concave to the West, having a Radius of 3,550.59 feet and a Central Angle of 08°03'01"; thence run Northerly along the arc of said curve a distance of 498.86 feet (Chord Bearing = N03°36'21"E, Chord = 498.45 feet) to a point; thence run S88°29'53"W, a distance of 89.51 feet to the Southeast corner of Lot 1, ROBERSON SUBDIVISION, as recorded in Plat Book 19, Page 182 of the Public Records of Osceola County, Florida and the East line of Lands Described in Official Records Book 3144, Page 1043, of the Public Records of Osceola County, Florida; thence run N00°05'58"W, a distance of 252.36 feet along the East line of said Lot 1 to a point on the North line of said Tract "A", HUNTINGTON; thence run N88°15'21"E, a distance of 155.80 feet along said North line to the

Northwest corner of Lot 1, said SUNRISE POINTE; thence along the boundary of said SUNRISE POINTE the following eight (8) courses: run S03°54'02"E, a distance of 96.67 feet; thence run S17°46'46"E, a distance of 108.57 feet; thence run S27°49'00"E, a distance of 85.27 feet; thence run S37°28'57"E, a distance of 85.13 feet; thence run S45°40'45"E, a distance of 84.96 feet; thence run S05°04'03"E, a distance of 81.17 feet; thence run S02°42'29"E, a distance of 137.39 feet; thence run S72°36'14"E, a distance of 3.22 feet to a point on the West line of Lot 14, Block 12, Plan of a Resurvey of Lake Shore Addition to the City of Kissimmee, as recorded in Plat Book 1, Page 98 of the Public Records of Osceola County, Florida; thence run S01°14'18"E, along said West line, a distance of 11.72 feet to a point on the South line of said Lot 14, Block 12; thence run N88°15'21"E, along said South line, a distance of 33.86 feet to a point on the boundary of said SUNRISE POINTE; thence along the boundary of said SUNRISE POINTE the following eight (5) courses: run S72°36'14"E, a distance of 24.73 feet; thence run N88°15'22"E, a distance of 136.23 feet; thence run N31°32'01"E, a distance of 138.79 feet; thence run N08°26'56"E, a distance of 300.37 feet; thence run N04°37'20"E, a distance of 236.91 feet to the POINT OF BEGINNING.

March 22, 2023

City of Kissimmee
Planning Board

Re: Kissimmee JYP – Board of Adjustments Waiver
City of Kissimmee Maintenance Drainage Easement

To Whom It May Concern:

LDC Section 14-10-3(D)(3) requires a dedication of a twenty-five (25) foot ditch right of way, measured from the top of the bank of Shingle Creek. The applicant is seeking a waiver from LDC Section 14-10-3(D)(3). If granted the waiver, the applicant would grant an easement to the City for the same area that was to be dedicated to the City. Sheet C4.3-C4.4 attached shows the proposed easement area. The easement will provide the City the necessary access to maintain Shingle Creek in accordance with a separate agreement with the Florida Department of Transportation. The easement area will remain unobstructed.

If you have any questions, or if you require additional information, please do not hesitate to contact our office at (407) 427-1642.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Derek E. Ramsburg,
P.E. Project Engineer

DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

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

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

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

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

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

Project Name: Kissimmee Residential JYP DRC# _____

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

Agent Signature: _____ Date: 3/21/2023

Agent Name (Print): Derek Ramsburg, P.E.

Property Owner Signature: _____ Date: _____

Property Owner Name (Print): _____

CITY OF KISSIMMEE
APPLICATION FOR DEVELOPMENT REVIEW

Development Services
Building Planning Code Enforcement

PROJECT

Name of Project: Kissimmee Residential JYP

Location (Address if possible): Hacienda Circle, Kissimmee, FL 34741

Parcel ID#: 38-25-29-1512-0001-00B0

APPLICANT

Name: Ed Kobel

Firm: Abiding Apartments LLC

Address: 2435 Bayshore Blvd, PH 2100, Tampa, FL 33629

Phone: (_____)_____-_____ E-Mail: _____

AGENT (Contact Person)

Name: Derek Ramsburg, P.E.

Firm: Kimley-Horn and Associates, Inc.

Address: 189 S. Orange Ave, Suite 1000, Orlando, FL 32801

Phone: (407)427 -1642 E-Mail: derek.ramsburg@kimley-horn.com

OWNER

Name: _____

Firm: Abiding Apartments LLC

Address: 2435 Bayshore Blvd, PH 2100, Tampa, FL 33629

Phone: (_____)_____-_____ E-Mail: _____

LEGAL DESCRIPTION/LOCATION

_____

_____

_____

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be accompanied by a completed application, checklist, fee, folded plan(s), a CD containing PDF(s) of any exhibits and/or plans and any other supporting materials. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Unless specifically noted, deadlines for submittals are **Friday at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**

FOR OFFICE USE ONLY

REQUEST_____ **FEE COLLECTED**_____

DATE_____ **REC'D BY**_____ **DRC #** _____ **DRC DATE**_____

SUFFICIENCY REVIEW (Y/N) _____ **PROJECT MANAGER** _____

CITY OF KISSIMMEE
DEVELOPMENT REVIEW FEE SCHEDULE

Development Services
Building Planning Code Enforcement

Selection		
☐	**Annexation**	$0
	Land Use Map Amendment Review*	
☐	Land Use Plan Amendment (Small)	$2,523.99
☐	Land Use Plan Amendment (Large)	$4,215.63
☐	Land Use Plan Amendment (Text)	$4,215.63
☐	**Zoning Map Amendment***	$2,615.63
	Plan Unit Development (PUD) Review	
☐	PUD Zoning/Preliminary Plan	$4,243.66
☐	PUD Amendment (Minor)	$864.69
☐	PUD Amendment (Major or Moderate)	$3,932.07
☐	PUD Site Plan	$4,245.82
☐	PUD Name Change	$545.55
	Conditional Use Review	
☐	Conditional Use	$1,919.13
☐	Conditional Use/Site Plan	$3,056.60
☐	Conditional Use/Site Specific Redevelopment Plan (CRAO)	$3,185.98
	Site Plan Review	
☐	Minor Site Plan	$2,621.02
☐	Site Plan (Full)	$2,116.44
☐	Site Specific Redevelopment Plan (CRAO)	$2,189.75
☐	Site Plan Extension	$816.17
	Site Development (Construction) Plan Review	
☐	Preliminary & Final Site Development (Construction) Plan	$5,601.07
☐	Resubmittal of a Final Site Development (Construction) Plan	$4,987.59
☐	Switch out pages (Developer Initiated)	$365.50
☐	Final Site Development (Construction) Plan Amendment after issuance of Development Order	$1,436.12
	Subdivision Review	
☐	Preliminary Plat	$5,692.71
☐	Preliminary Plat Amendment	$4,320.21
☐	Final Plat	$1,334.77
☐	Lot Combination Agreement	$1,165.50
	Development of Regional Impact (DRI) Review	
☐	Application for Development Approval	$12,937.99 + $5 per acre
☐	Non-Substantial DRI Amendment	$2,641.51
☐	Substantial DRI Amendment	$4,708.35
☐	Annual Report	$974.66
☐	Rescission	$2,113.20
	Special Event Review	
☐	Without Sales	$1,047.98
☐	With Sales	$1,071.70
☐	In Right-of-Way	$760.11
☐	Renewal	$567.12
☐	Late Submittal	$1,221.56

	Abandonment	
☐	Vacation of Right-of-Way/Easement	$2,185.44
	Right-of-Way Review	
☐	Temporary Sign in the Right-of-Way	$148.79
☐	Outdoor Use Agreement in Right-of-Way	$760.11
☐	Sidewalk Permit in B-1 District	$481.94
☐	Street Name Change	Cost to be of advertisement and notifications to be paid for by the applicant
	Variance/Waiver Review	
☐	City Commission Variance	$2,190.83
☐	Buffer Waiver	$1,729.39
X	Board of Adjustments	$2,987.60
☐	City Commission Extension of a public hearing item	$1,125.60
☐	City Manager Extension of a public hearing item	$487.33
☐	Administrative Waiver/Variance	$296.50
	Transportation	
☐	Request for Alternative Mobility Fee Analysis	Cost of consultant to be paid for by the applicant
☐	Request for Mobility Fee Estimate with Credits	$858.22
☐	Request for Mobility Fee Estimate without Credits	$0
☐	Transportation Studies/Reviews	Cost of consultant to be paid for by the applicant
	Zoning & State Funding Letter	
☐	Standardized	$49.60
☐	Customized	$296.50
	Miscellaneous	
☐	Authorization of True Work of Art	$1,270.08
☐	State Application for Alcoholic Beverage License	$222.10
☐	Pain Medication License	$1,919.13
☐	Developer's or Annexation Agreement	$974.66
☐	Community Development District	$599.46
☐	Folding Fee (Plans that are unfolded)	$279.24
☐	Resubmittal (Upon 3rd Submittal of any DRC Request)	Review fee of original request
☐	Applicant Requested Continuance of an Advertised Request	$840.97
☐	Appeal of Staff, Planning Advisory Board and/or City Commission	$1,654.98

**A fee waiver can be approved at the discretion of the City Manager (or designee) when a Small Scale Land Use Plan Amendment and Zoning Map Amendment request are submitted concurrently with the annexation request.*

***NOTE:** Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS). Fees were amended by City Commission on December 15, 2015 by Resolution #34-2015. All requests must be accompanied by a completed application, checklist, fee, plan(s) and any other supporting materials. A sufficiency review will be conducted with 24 hours of submittal. If submittal is insufficient, the request will not be scheduled or distributed for review. Deadline submittal is 4:00 p.m., Friday, in accordance with the City of Kissimmee Schedule for DRC, PAB & City Commission. Late or incomplete submittals will not be accepted. DRC meets every other Tuesday at 8:30 a.m.*

Checks must be made to the City of Kissimmee and cannot be dated more than 14 days prior to the date of submittal.

UPDATED 2020 CITY OF KISSIMMEE SCHEDULE

Development Review Committee (DRC)
Planning Advisory Board (PAB)
& City Commission (CC)

Development Services
Building Planning Code Enforcement

SUBMITTAL DEADLINE** (4:00 P.M.)	DRC MEETING (8:30 A.M.)	PAB PUBLIC HEARING (if applicable) (6:00 P.M.)	CC PUBLIC HEARING (if applicable) (6:00 P.M.)
July 29, 2020	August 25, 2020	October 7, 2020	November 3, 2020
August 12, 2020	September 8, 2020	October 21, 2020	November 17, 2020
August 26, 2020	September 22, 2020	November 4, 2020	December 1, 2020
September 9, 2020	October 13, 2020	November 18, 2020	December 15, 2020
September 16, 2020	October 13, 2020	November 18, 2020	December 15, 2020
September 30, 2020	October 27, 2020	December 2, 2020	January 5, 2020
October 14, 2020	November 10, 2020	December 16, 2020	January 19, 2021
October 28, 2020	November 24, 2020	January 6, 2021	February 2, 2021
November 11, 2020	December 8, 2020	January 20, 2021	February 16, 2021
November 25, 2020	December 12, 2020	February 3, 2021	March 2, 2021
December 9, 2020	January 12, 2021	February 17, 2021	March 16, 2021
December 23, 2020	January 26, 2021	March 3, 2021	April 6, 2021
January 6, 2021	January 26, 2021	March 3, 2021	April 6, 2021

* January 1, 2020 Planning Advisory Board (PAB) and December 31, 2020 submittal deadline are canceled due to holiday.
** Submittal deadline has been moved to Wednesday 4:00 PM.

Note: Dates are contingent upon previous meeting approval and dependent upon the project type may not require various meetings. For specific processes, please see the project type. Scheduled dates for Public Hearings are subject to notification requirements and may be altered due to advertising requirements.

All requests must be submitted electronically and accompanied by a completed application, checklist, fee, folded plan(s), a PDF of any exhibits and/or plans and any other supporting materials. If there is a fee related to the project, please scan a copy of the check and upload it with the rest of the documents. This will show proof that you're ready to submit the fee. Then mail the check and once received, it will be processed. We will process the plan and start reviewing it, but we will not be able to move to the next step until payment is received. A sufficiency review will be conducted within 24 hours of submittal. If submittal is insufficient, the request will not be scheduled/distributed for review. Once you are ready to submit, please contact our offices at 407-518-2146 or planning@kissimmee.org to obtain a dropbox hyperlink. Unless specifically noted, deadlines for submittals are **WEDNESDAY at 4:00 p.m.** on the above listed dates. **No late or incomplete submittal will be accepted.**

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

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

DATE: 4/26/2023
PROJECT: Kissimmee Residential JYP – City Commission Variance
DRC NUMBER: VAR-23-0003
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

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

GENERAL INFORMATION:

1. Please provide the following:
   a) Metes and bounds legal and sketch of description for the proposed easement to be dedicated to the City.
   b) Supporting documentation clarifying the location of the drainage easement as it relates to the top of bank of the drainage canal. The easement should cover all private property along the drainage canal within 25 feet of the top of bank and does not need to extend into the existing drainage right-of-way. Recommend hatching or shading the easement area for clarity.

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- These comments are for recommendation of approval of City Commission variance to the ditch right-of-way dedication requirements of §14-10-3(D)(3).
- The drainage easement shall be perpetually unobstructed and grading shall remain relatively flat for ditch maintenance purposes.
- If approved, please add the City Commission variance information to the construction drawings (DRC# SP-22-0032) and show the easement on the final plat (DRC# SR-23-0001).

GENERAL:

- Please login to the Citizen Self Service portal at http://www.kissimmee.gov/energov to upload any revisions to plans and/or response to comments.
- If you have any questions regarding the comments/conditions above, please use the contact information provided above.

###

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

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

DATE: 4/26/2023
PROJECT: Kissimmee Residential JYP – City Commission Variance
DRC NUMBER: VAR-23-0003
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

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

GENERAL INFORMATION:

1. Please provide the following:
   a) Metes and bounds legal and sketch of description for the proposed easement to be dedicated to the City.
   b) Supporting documentation clarifying the location of the drainage easement as it relates to the top of bank of the drainage canal. The easement should cover all private property along the drainage canal within 25 feet of the top of bank and does not need to extend into the existing drainage right-of-way. Recommend hatching or shading the easement area for clarity.

ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

SITE SPECIFIC:

- These comments are for recommendation of approval of City Commission variance to the ditch right-of-way dedication requirements of §14-10-3(D)(3).
- The drainage easement shall be perpetually unobstructed and grading shall remain relatively flat for ditch maintenance purposes.
- If approved, please add the City Commission variance information to the construction drawings (DRC# SP-22-0032) and show the easement on the final plat (DRC# SR-23-0001).

GENERAL:

- Please login to the Citizen Self Service portal at http://www.kissimmee.gov/energov to upload any revisions to plans and/or response to comments.
- If you have any questions regarding the comments/conditions above, please use the contact information provided above.

###

VAR-23-0003 - Kissimmee JYP Drainage

Easement Variance

Date Generated: 8/1/2023

0 160 320 ft

This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only It is not intended for conveyance, nor is it a survey.

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.P
Approval to Carry Forward Project ST2109 to the FY 2022-2023 Budget

Request

Approval to increase the FY2022-2023 budget to continue the funding of project ST2109 Facilities ADA Compliance.

Explanation

Project ST2109 Facilities ADA Compliance was approved and originally budgeted in the Sales Tax Fund account (#10445206-506393) in FY2021 and was carried forward to FY2022. The remaining balance of $415,027 was not included in last year's carryover process. Therefore, staff is requesting to carryover the remaining balance to the current FY2022-2023 budget.

This project took longer than twelve months to complete and is still ongoing. The carry forward of the funds in this project and account was anticipated during preparation of the budget and will not adversely affect reserves for the current budget year.

Recommendation

Staff recommends Commission approval to carryover funds not to exceed the final adjusted balance for the project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
None

ITEM 7.Q

Approval of the subordination of utility interests for one additional parcel along the I-4 Corridor to the Florida Department of Transportation

Request

Approval of the Subordination Agreement for parcel 134.05 in favor of the Florida Department of Transportation (FDOT).

Explanation

The City was contacted by the Florida Department of Transportation (FDOT) and was made aware of several City of Kissimmee easements along the I-4 corridor which fall within the limits of a future FDOT project. FDOT had previously requested the City to execute and deliver the subordination of utility interests for each of those nine (9) easements, which were executed on July 18, 2023. Subsequent to those approvals, FDOT discovered another City easement on parcel 134.05, and now seeks subordination of the City's interest to FDOT.

Recommendation

Staff recommends the City Commission approval and the Mayor's execution of the attached Subordination Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) 134.05 Subordination Agreement
2. 134.05 Easement
3. 134 RW Map

23-UTL04/19
July 13, 2023
This instrument prepared by
Tammy Mackey
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 134.05
SECTION 92130
F.P. NO. 431456-1
STATE ROAD 400
COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 134 **SECTION 92130**
FEE SIMPLE **F.P. NO. 431456-1**

THAT PART OF:

Tract G of REUNION WEST PHASE 4, according to the plat thereof as recorded in Plat

Book 28, pages 113 through 118 of the Public Records of Osceola County, Florida;

DESCRIBED AS FOLLOWS:

Commence at a 5”x5” concrete monument with a 2.5” brass disk stamped “OSCEOLA COUNTY FLORIDA 22/27 T25S R27E 1968”, marking the Northwest corner of the Northeast 1/4 of Section 27, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence South 89°57’04” East, along the North line of the Northeast 1/4 of said Section 27, a distance of 2592.68 feet for a POINT OF BEGINNING; thence continue South 89°57’04” East along said North line a distance of 4.64 feet to the Northwest corner of Tract RW-2 of REUNION WEST PHASE 4, according to the plat thereof as recorded in Plat Book 28, pages 113 through 118 of the Public Records of Osceola County, Florida, as shown on said Right of Way Map; thence departing said North line run South 00°15’37” West along the West line of said Tract RW-2 a distance of 235.83 feet; thence departing said West line run North 00°52’03” West a distance of 235.86 feet to the POINT OF BEGINNING.

CONTAINING 547 square feet, more or less.

RECORDED

City of Kissimmee/Ginn-La Orlando II, LLP, Water, Wastewater and Reclaimed Water System Developer’s Service Agreement recorded in ORB 2307, Page 131, in favor of City of Kissimmee;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. This City agrees to comply with the provisions of Florida Statute 337.402.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
_____
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF KISSIMMEE, FLORIDA,
By Its Mayor

By:_____
Mayor (signature)

By:_____
Print Name

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

SCANNED

LARRY WHALEY 21P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

For Recording Purposes Only

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER, WASTEWATER, AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 5th day of ~~January~~ February, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. **FORCE MAJEURE**. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. **DISCLAIMER OF SECURITY**. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS ($3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars ($500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant

George A. Gant, M.D.
Mayor-Commissioner

Attest: Linda P. Laboski - Acting

Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation loated in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY

Name of Acknowledger Typed, Printed or Stamped

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

Title or Rank

Serial Number, if any.

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14, 2002

Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

By: THOMAS A. CLOUD

By: Trisha Warner Strawn

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia Limited Liability Partnership

By: _____
Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced drivers license as identification and did (did not) take an oath.

DEENA JACOBS
Notary Public, State of Florida
My comm. expires Sept. 16, 2005
No. DD45507

Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

F:\USR\CONDEMN\City of Kissimmee\cloud tom\KISSIMMEE 21749\MAGNOLIA CREEK DEV AGRMT 21749-16\Agreements\Developer's Service Agreement ver 4 12-14-01.wpd

EXHIBIT "A"
Property Description
and Location Map

EXHIBIT "A"

Revised Legal Description

January 8, 2001

Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida

Tract 1

Section 23:

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.

2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1 /2 of the southeast 1 /4 of the southeast 1 /4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89'53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35'45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-ofway line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74'34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00'07'05" East, along the east line of the southeast h/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89'55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89'55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00'06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89'55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

OSCEOLA COUNTY FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT FOR ROADWAY IMPROVEMENTS OF COUNTY ROAD 545 (BRIDGE)

THIS FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into this ____ day of _____, 2003, by and between GINN–LA Orlando Ltd., LLLP, a Georgia limited liability limited partnership ("Ginn-LA") whose address is 215 Celebration Place, Suite 200, Celebration, Florida, 34747 (sometimes referred to as "Owner"), and OSCEOLA COUNTY, a political subdivision of the State of Florida, whose address for the purposes of this Agreement is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Owner controls the fee simple title to certain real property located in Osceola County, Florida, and more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Property) which Property is subject to that certain Development Order for Reunion Resort & Club of Orlando Development of Regional Impact as amended (hereinafter referred to as the "Project").

WHEREAS, notwithstanding the terms of the Development Order for the Project, the County and the Owner agree that the Owner has requested that the County cooperate with the construction of certain improvements as follows:

(i) South County Road 545 Improvements. Owner intends to construct a bridge over CR 545 (sometimes referred to as "Old Lake Wilson Road") to serve the Project and this improvement may be referred to as the "Roadway Improvements."

WHEREAS, the Owner and the County each warrant and represent to each other that they have full power and authority to enter into this Agreement; they have taken all necessary actions and obtained all necessary approvals to enter into this Agreement; this Agreement has been duly executed and delivered by them and constitutes the legal, valid and binding obligations of them, and this Agreement and the performance of the terms and conditions of this Agreement do not conflict with, and is not prohibited or limited by any agreement, contract or instrument to which they are a party or by which they are bound, or any statute, law, ordinance, rule and regulations applicable to them or by which they are bound; and

WHEREAS, the parties hereto have negotiated the terms, conditions and provisions of this Agreement at arm's length, have each made certain representations and have determined to rely upon the respective promises and covenants set forth herein.

LARRY WHALEY 25P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003227512 OR 2393/825
HGP Date 12/02/2003 Time 10:14:18

- # 116547 v10

NOW, THEREFORE, the Owner and the County in consideration of the promises and the benefits to them respectively, the rights and obligations of the parties as set forth in the commitments, covenants, promises, agreements and conditions of this Agreement, and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference and form a material part of this Agreement upon which the parties have relied.

Section 2. Notice of Intent to Construct Roadway Improvements. Owner shall separately notify the County of its intent to commence design, permitting and thereafter, construction of the Roadway Improvements (the "Owner Notice") provided the County enters into this Agreement. The Owner shall have the right to commence the design, permitting and construction of the Roadway Improvements in the manner set forth in this Agreement.

Section 3. Design Contract for Roadway Improvements. In order to accomplish the Roadway Improvements by the timeframes set forth in that schedule labeled Exhibit B, which is attached hereto and incorporated herein, the Owner shall enter into a contract or contracts (hereinafter referred to as the "Design Contract"), with a qualified engineer or engineering firm (hereinafter referred to as the "Design Engineer"), said firm shall be qualified to design roadway in accordance with Osceola County and Florida Department of Transportation criteria, for the design and permitting of the Roadway Improvements with the following terms and conditions:

(a) The Design Contract: (i) shall set forth the full scope of work to be performed by the Design Engineer in connection with the right-of-way surveying, the design, permitting and construction of the applicable individual component of the Roadway Improvements, (ii) shall provide for the completion of the design of the applicable Roadway Improvements in accordance with Section 4 herein below and the permitting of the applicable Roadway Improvements in accordance with Section 5 hereinbelow, (iii) shall provide that all plans and permits prepared or obtained pursuant to the Design Contract shall be the property of the County, and (iv) shall meet all other applicable requirements of the County.

(b) The Owner shall award and enter into such other contracts for the design and permitting of the Road Improvements with such other contractors, subcontractors, suppliers and professional service providers as shall be reasonably necessary to complete the roadway design in substantial conformity with the approved plans and specifications.

(c) The Design Contract shall include coverage of both the County and the Owner by means of warranties, guaranties, liabilities, indemnifications, covenants, bonds and insurance that are reasonably acceptable to the County and the Owner and typically run to a party to a road improvement design contract. Said warranties, guaranties, liabilities, indemnifications, covenants, bonds and insurance being in a form, in an amount and with a copy reasonably satisfactory to the County, as provided in the provisions attached hereto as Exhibit "C". The County shall be deemed a third-party beneficiary to the Design Contract.

(d) In the event of default or breach by Owner or Owner's inability to perform, the Design Contract shall provide that the County may, but shall not be required to, assume the contractual position of Owner and exercise all rights and privileges governed by the Design Contract and upon request by the County, Owner shall cause all of the rights and privileges to be assigned to the County.

Section 4. Design of Roadway Improvements. The design of the Roadway Improvements shall comply with the requirements of the County's Engineer including, but not limited to, limited traffic and transportation studies, geotechnical studies, typical cross sections, design standards, median cuts, turn lanes, acceleration and deceleration lanes, intersection improvements, utility relocation, traffic control devices and drainage retention facilities. The design of the Roadway Improvements shall take into account (a) the topography and conditions of the property, (b) conditions and limitations resulting from any environmentally sensitive or protected lands adjacent thereto and (c) the drainage retention facilities for the applicable Roadway Improvements, including, but not limited to, any relocation, modification or expansion of existing facilities and shall be designed so as to minimize, consistent with sound and generally accepted engineering and safety standards as set forth in the FDOT Green Book, the amount of the property required for same and so as not to unreasonably interfere with the contemplated development of private property. The Design Engineer shall provide all preliminary designs, working drawings and other information to the County's Engineer as reasonably requested and shall fully participate in the County's public involvement programs for major projects, if applicable.

Section 5. Permits Approvals and Easements for Roadway Improvements.

5.1 Permits and Approvals. Owner, through the Design Engineer, shall also be responsible for obtaining all necessary licenses, permits and approvals for the construction of the Roadway Improvements (the "Permits and Approvals") in accordance with the final plans approved by the County and all other governmental agencies having jurisdiction over the proposed Roadway Improvements Improvements (the "Approved Plans"). Owner shall cause the Design Engineer to diligently pursue and obtain the Permits and Approvals as soon as reasonably possible after acknowledgment of the Approved Plans for the individual components of the Roadway Improvements by the County.

5.2 Right-of-Way Utilization Permit. The County and the Owner acknowledge that for the Owner to construct the Roadway Improvements in accordance with the Approved Plans in the County's right-of-way that a right-of-way utilization permit will be necessary. In addition, Owner must provide the County with written documentation demonstrating that all companies with utilities that are located within the right-of-way have acknowledged and have accepted the Roadway Improvements, and Owner must provide the County with a utility relocation plan addressing all utilities and relocation costs for the County's approval. Once all information has been provided to the County as set forth herein, including the performance bonds required in Section 6.1 and 6.2, the County agrees to grant to Owner a right-of-way utilization permit to allow construction in that area of the County's right-of-way as shown as needed by the Approved Plans.

5.3 Maintenance Easement for Bridge Inside the Right-of-Way. It is the understanding of the parties that the Owner will maintain the bridge being placed through the County's right-of-way as part of the Roadway Improvements. The County agrees to grant to the Owner an easement to allow permanent placement of the bridge on the condition Owner provides maintenance on the bridge and agrees to maintain a minimum of $5,000,000.00 liability insurance, naming the County as an additional insured, to cover any losses or claims relative to the Roadway Improvements, and further provided that Owner agrees to defend and indemnify the County ("Bridge Maintenance Easement"). Further, County shall retain the right to perform maintenance on the bridge itself to the extent maintenance is necessary on such bridge to ensure safety and viability of the County's road facilities located in the County's right-of-way.

5.4 Maintenance Easement for Bridge Outside the Right-of-Way. It is the understanding of the parties that Owner will maintain those portions, if any, of the bridge being placed outside of the County's right-of-way in conjunction with the Roadway Improvements. The Owner agrees to grant to the County an easement to allow the County the right of ingress and egress to perform maintenance on those portions of the bridge located outside the right-of-way, if any, in the event the Owner fails to adequately perform such maintenance.

5.5 Timing on Conveyance of Easements. The County and the Owner agree that the easements as set forth in Sections 5.2 through 5.4 above shall be prepared, fully executed and recorded in the Public Records of Osceola County, Florida within ninety (90) days of the Approved Plans becoming final and shall be in a form acceptable to the County.

5.6 Bridge Pier Guardrail. Owner shall post a performance bond, or other form of surety acceptable to the County, for the cost of installation of a guardrail along the bridge pier on the east side of County Road 545. The guardrail shall be installed by the Owner at such time as deemed necessary by the County in accordance with the standards and procedures set forth in Section 4 above. Upon installation of the guardrail the performance bond shall be released and terminated.

Section 6. Construction of Roadway Improvements. Owner shall be responsible for the selection of: (a) the construction contractor to serve as the general contractor and construction manager (the "Contractor") for the construction of the Roadway Improvements, and (b) such other consultants including, but not limited to, surveyors, environmental consultants and other consultants and subcontractors, as Owner deems reasonably necessary to properly complete construction of the Roadway Improvements. The final selection and employment of the Contractor and such other consultants shall be at the Owner's sole discretion. Owner shall enter into a written contract with the Contractor (the "Construction Contract"). The Construction Contract: (i) shall set forth the full scope of work to be performed by the Contractor in construction of the Roadway Improvements in accordance with the Permits and Approvals and Approved Plans; (ii) shall provide that the County right-of-way shall not be subject to any construction or other liens as a result of the construction of the Roadway Improvements and that Contractor shall indemnify the County and Owner from and against all loss, cost or damage caused by the imposition of such lien; (iii) shall require Contractor to agree not to permit the utilization of hazardous or toxic substances in constructing the Roadway Improvements except as would be used in the normal course of such construction; (iv) shall require Contractor to carry a public liability insurance, builder's risk insurance, worker's compensation coverage and such other coverages and in such amounts as is reasonably requested by Owner and in accordance with the provisions of Exhibit "D" attached hereto, considering the nature of the Project. Such policies shall name the County as an additional insured. In addition, the Contractor shall agree that in the event of a default or breach by Owner under the Construction Contract or Owner's inability to otherwise perform under the Construction Contract, the County may elect to assume (by written notice to the Contractor) the contractual position of Owner and to exercise all Owner's rights and privileges under the Construction Contract. The County shall be deemed a third-party beneficiary to the Construction Contract. Owner shall provide to the County a Maintenance Bond in the amount of 15% of the cost of the Roadway Improvements for a period of one (1) year from the date of completion of the Roadway Improvements.

Section 7. Completion of Construction Documentation. Owner shall be responsible for the payment of the Roadway Improvements costs. Upon completion of construction of the Roadway Improvements in substantial conformity with the Permits, Approvals and Approved Plans and written acceptance thereof by the County Engineer, Owner shall provide written notice of the same to the County along with the following information (the "Completion Notice"):

(a) "As-built" drawings and certifications by the Design Engineer and Contractor that the Roadway Improvements have been constructed and completed in substantial conformity with the Permits and Approvals and Approved Plans; and

(b) A contractor's final affidavit and lien waiver evidencing the payment in full of the Contractor and all sub-contractors providing labor or materials for the construction of the Roadway Improvements.

(c) The 15% Maintenance Bond in a form acceptable to the County as referenced in Section 6.

Section 8. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including, but not limited to, those now in effect and hereafter adopted.

Section 9. Notices.

(a) Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

For the County:
County Manager Osceola County Services Building
County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

With copies to:
County Engineer, Chris Crowe, P.E.
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

For the Owner:
GINN - LA Orlando Ltd., LLLP
c/o R. Randolph Lyon
The GINN Development Company
215 Celebration Place, Suite 200
Celebration, Florida 34747

With copies to:
Paul H. Chipok, Esq.
Gray, Harris & Robinson, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, Florida 32802-3068

(b) Any of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by telecopy, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement is solely for the benefit of the parties hereto, and their successors and assigns, and no right, nor any cause of action shall accrue to or for the benefit of any third party.

Section 12. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Owner shall have a right to assign or partially assign to the Reunion Community Development District, Owner's obligation to design and construct the Roadway Improvements by delivery to the County of a written Assignment of the obligation executed by Owner and acknowledged by the Reunion Community Development District.

Section 13. County's Obligation. This Agreement shall not be deemed to pledge the credit of the County nor to make the County a co-venturer or partner of the Owner.

Section 14. Failure to Complete Roadway Improvements. Should the Owner fail to complete construction of the Roadway Improvements and obtain final acceptance of said improvements from the County in the manner and as provided herein, the County reserves the right to declare this Agreement void, in addition to any other rights and remedies available under Florida law.

Section 15. Applicable Law/Venue/Remedies/Waiver of Jury Trial.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Ninth Judicial Circuit in and for Osceola County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

(c) In the event of a dispute between any of the parties hereto regarding the subject matter of this Agreement, they each agree to submit same to non-binding mediation and shall cooperate in good faith in appointing a qualified mediator and in attending and participating in mediation of such dispute. Each party shall pay their own attorney's and consultant fees and costs incurred in connection with any such mediation and shall split equally all fees and costs of the mediator. In the event that such dispute

cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. Each party shall be responsible for its own attorney's fees and costs in the event of such dispute.

(d) By their execution hereof, each party hereto hereby knowingly, voluntary and intentionally agrees to waive its right to jury trial in connection with any dispute arising from this Agreement.

Section 16. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 17. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that party, of the same of any other objection of performance incumbent upon that party. Failure on the party of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law or in equity.

Section 18. Construction.

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal party in reciprocity in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation or construction of meaning of this Agreement.

Section 19. Severability. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

Section 20. Further Assurances. The Owner agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and

proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

Section 21. Curative Periods. No default as to any provision of this Agreement on the part of any of the parties hereto shall be claimed or charged by any party against any other until notice thereof has been given to all parties in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 22. Exhibits. The Exhibits attached hereto are incorporated into this Agreement and are a part of the Agreement upon which the parties have relied.

Section 23. Reasonable Approval. In those instances in this Agreement in which a party's approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

Section 24. Interpretation. This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver of fulfillment of any condition or development arising from the County Comprehensive Plan or the Land Development Code of the County is intended and none shall be implied from the terms of this Agreement, unless specifically referenced herein.

Section 25. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the parties (the "Effective Date").

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

OWNER:

GINN - LA ORLANDO Ltd., LLLP, a Georgia limited liability limited partnership

By: GINN-Orlando GP, LLC, a Georgia limited liability company, its General Partner

Adele M. Moscaritolo
Witness Signature

Adele M. Moscaritolo
Printed Name

Xabier Guerricagoitia
Witness Signature

XABIER GUERRICAGOITIA
Printed Name

By: R. Randolph Lyon Jr.
Name: R. RANDOLPH LYON JR.
Its: SR. VICE-PRESIDENT

Dated: 16th OCTOBER 2003

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 16th day of October, 2003, by R. Randolph Lyon, Jr., as Sr. Vice President of GINN-Orlando GP, LLC, a Georgia limited liability company, its General Partner, for GINN - LA ORLANDO Ltd., LLLP, a Georgia limited liability limited partnership. He/She is personally known to me or produced _____ as identification.

Elaine C James
My Commission CC901505
Expires February 23, 2004

Elaine C James
(Print Name) Elaine C. James
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

OSCEOLA COUNTY, FLORIDA, a Political subdivision of the State of Florida

Witness Signature

DELORES T. WHALEY
Printed Name

Witness Signature

Marilyn J. Kirne
Printed Name

By: _____
Name: Paul Owen
Its: Chairman

Dated: 11-17-03

ATTEST:

Tammy Ross
As County Clerk for Osceola County
Name: Tammy Ross

APPROVED AS FORM AND LEGALITY for the use and reliance by Osceola County, Florida, only.

Dated: 11.17.03
By: _____

STATE OF FLORIDA
COUNTY OF Osceola

Personally appeared before me, the undersigned authority, Paul Owen Chairman and Tammy Ross, personally known to me to be the Chairman & Deputy Clerk of Osceola County, Florida, and acknowledges before me that he/she executed the foregoing instrument on behalf of Osceola County, as its true and act and deed, and that they were duly authorized to do so.

Witness my hand and official seal this 20th day of November, 2003.

DEBRA A. DAVIS
Notary Public, State of Florida
My comm. exp. Nov. 18, 2006
Comm. No. DD 154196

Debra A. Davis
(Print Name) Debra A. Davis
NOTARY PUBLIC – STATE OF FLORIDA
Commission No.: DD 154196
Commission Expires: 11/18/2006

- # 116547 v10

CL 2002191105 OR 2142/595

EXHIBIT "A"

CL 2003227512 OR 2393/836

DESCRIPTION: (OVERALL P.U.D. BOUNDARY)

A portion of Lot 1, Block 3, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, and A portion of Lots 9, 10, 11, and 12, Block C, Florida Fruit and Truck Land Company Subdivision being a portion of the West ½ of the West ½ of the southwest ¼ of Section 22, Township 25 South, Range 27 East, Osceola County, Florida being more particularly described as follows:

Begin at a Northeasterly corner of Lot 1, Block 3 of said Magnolia Creek said corner being the North $\frac{1}{4}$ corner of Section 27, Township 25 South, Range 27 East, Osceola County, Florida; thence run S 00°12'22" W, a distance of 1326.57 feet; thence run S 89°58'38" E, a distance of 992.54 feet to a point on the westerly right of way of Interstate 4 (State Road 400), said point being on a non-tangent curve, concave southwesterly, having a radius of 3982.00 feet and a central angle of 04°39'35"; and a chord bearing of S 16°24'27" E, thence run 323.84 feet along the arc of said curve and said right of way line to the point of compound curvature with a curve, concave northwesterly, having a radius of 2006.00 feet and a central angle of 46°34'57"; thence run southwesterly, along the arc of said curve, a distance of 1630.91 feet to the point of compound curvature with a curve, concave northwesterly, having a radius of 9906.00 feet and a central angle of 07°38'08"; thence run southwesterly, along the arc of said curve, a distance of 1320.13 feet to a point; thence run S 40°08'26" W, a distance of 505.22 feet; thence run N 89°58'57" W, a distance of 889.31 feet; thence run S 00°12'29" W, a distance of 370.75 feet; thence run S 70°07'18" E, a distance of 187.79 feet; thence run S 89°58'57" E, a distance of 310.95 feet; thence run S 49°51'34" E, a distance of 58.10 feet; thence run S 40°08'26" W, a distance of 3179.37 feet; thence departing said right of way line run N 00°06'57" E, a distance of 246.89 feet; thence run N 89°57'27" W, a distance of 665.03 feet; thence run N 00°06'23" E, a distance of 663.43 feet; thence run N 89°58'08" W, a distance of 664.27 feet; thence run S 00°05'43" W, a distance of 576.61 feet; thence run N 89°56'47" W, a distance of 375.00 feet; thence run S 44°55'32" E, a distance of 343.31 feet; thence run N 71°45'45" W, a distance of 643.72 feet; thence run N 72°33'01" W, a distance of 439.95 feet; thence run N 18°20'04" E, a distance of 86.87 feet; thence run N 71°22'55" W, a distance of 39.44 feet; thence run N 00°05'44" E, a distance of 391.54 feet; thence run S 89°58'08" E, a distance of 509.70 feet; thence run N 00°05'04" E, a distance of 1326.35 feet; thence run N 89°59'28" W, a distance of 651.83 feet; thence run N 00°18'42" E, a distance of 1322.08 feet; thence run N 89°48'47" E, a distance of 1324.10 feet; thence run N 00°04'57" E, a distance of 2618.32 feet; thence run S 89°53'52" E, a distance of 1360.52 feet; thence run N 00°35'44" W, a distance of 1377.27 feet to the Northwesterly corner of said Lot 1, Block 3; thence run N 89°56'40" W, a distance of 11.33 feet to the Southwest corner of Section 22, Township 25 South, Range 27 East and a recovered 5" x 5" Concrete Monument (Jones, Wood, & Gentry); thence run N 00°13'04" E , a distance of 2657.91 feet; thence run S 89°42'36" E, a distance of 214.51 feet; to a non-tangent curve concave Southwest, having a radius of 350.00 feet, and a central angle of 16°44'31", Thence on a chord bearing of S 47°01'09" E, run Southerly along the arc of said curve a distance of 102.27 feet; Thence run S

38°38'54" E, a distance of 599.99 feet, to the East line of the West 1/2, of the West 1/2 of the Southwest 1/4 of Section 22, Township 25 South, Range 27 East, Thence run S 00°13'27" W, along said East line 95.60 feet; Thence leaving said East line run S 38°38'54", E a distance of 114.05 feet to a non-tangent curve, concave to the Southeast, having a radius of 2895.72 feet, and a central angle of 2°10'15", Thence on a chord bearing of S 40°56'42" W run Southerly along the arc of said curve, 109.71 feet, to said East line; Thence run S 00°13'26" W, along said East line, a distance of 1851.86 feet, to the Southeast corner of said Lot 12; thence run S 89°56'40" E, a distance of 1996.39 feet, to the POINT OF BEGINNING.

Containing 699.94 acres more or less.

TOGETHER WITH

A portion of Lots 1, 2, and 3, Block 1, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, and a portion of Block D of Florida Fruit and Truck Land Plat, being a portion of Section 33 Township 25 South Range 27 East, Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Block 1 of said Magnolia Creek, said point being on the Northerly right of way line of County Road 532; thence along said right of way line run N 89°54'48" W, a distance of 2586.10 feet; thence run N 89°53'57" W, a distance of 2074.96 feet to the point of curvature of a curve, concave northeasterly, having a radius of 2764.93 feet and a central angle of 11°02'00"; thence run northwesterly, along the arc of said curve, a distance of 532.44 feet to the point of tangency thereof; thence run N 78°51'57" W, a distance of 51.20 feet; thence run N 78°51'57" W, a distance of 947.84 feet; thence run N 74°34'36" W, a distance of 200.56 feet; thence run N 78°51'57" W, a distance of 348.29 feet to the Easterly right of way line of Interstate Highway 4 (State Road 400); thence along said right of way run N 30°59'17" E, a distance of 117.43 feet to the point of curvature of a curve, concave southeasterly, having a radius of 5635.58 feet and a central angle of 08°13'10"; thence run northeasterly, along the arc of said curve, a distance of 808.47 feet to a point; thence run S 89°55'31" E, a distance of 279.31 feet; thence run N 40°06'30" E, a distance of 260.92 feet; thence run S 89°53'49" E, a distance of 350.25 feet; thence run N 00°07'04" E, a distance of 375.18 feet; thence run S 41°18'16" W, a distance of 15.00 feet; thence run N 48°41'44" W, a distance of 10.00 feet; thence run N 41°18'16" E, a distance of 26.43 feet; thence run N 00°07'04" E, a distance of 62.00 feet; thence run N 69°17'20" W, a distance of 50.00 feet; thence run N 20°42'40" E, a distance of 10.00 feet; thence run S. 69°17'20" E, a distance of 50.00 feet; thence run N 41°18'16" E, a distance of 62.00 feet; thence run N 00°07'04" E, a distance of 26.43 feet; thence run S 89°52'56" E, a distance of 10.00 feet; thence run S 00°07'04" W, a distance of 15.00 feet; thence run N 41°18'16" E, a distance of 114.89 feet; thence run N 00°07'04" E, a distance of 343.07 feet; thence run N 39°00'29" E, a distance of 23.89 feet; thence run N 00°07'04" E, a distance of 108.75 feet; thence run N 40°08'26" E, a distance of 3835.37 feet; thence run S 49°51'34" E, a distance of 18.00 feet; thence run N 42°53'19" E, a distance of 250.29

feet; thence run N 40°08'26" E, a distance of 340.00 feet to a point on a curve, concave southeasterly, having a radius of 1906.00 feet and a central angle of 13°01'53"; thence run 433.50 feet along the arc of said curve to the point of tangency thereof; thence run N 53°10'19" E, a distance of 1160.02 feet to the point of curvature of a curve, concave northwesterly, having a radius of 1453.00 feet and a central angle of 10°40'19"; thence run northeasterly, along the arc of said curve, a distance of 270.64 feet to the point of tangency thereof; thence run N 42i°30'00" E, a distance of 1102.93 feet; thence run N 42°30'00" E, a distance of 300.44 feet to the Westerly right of way line of County Road 545; thence along said right of way line run S 00°12'04" W, a distance of 203.18 feet; thence run S 00°12'19" W, a distance of 105.47 feet; thence run S 00°12'19" W, a distance of 2562.04 feet; thence run S 00°12'39" W, a distance of 2660.63 feet; thence run S 00°16'21" W, a distance of 1148.90 feet; thence run S 00°16'21" W, a distance of 1301.51 feet to the POINT OF BEGINNING.

Containing 672.6361 acres more or less.

CL 2003227512 OR 2393/838

TOGETHER WITH

Lot 3, and a portion of Lots 1 and 2, Block 2, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida, being more particularly described as follows:

BEGIN at a point at the Southeast corner of Lot 3, Block 2 of said Magnolia Creek, said point being on the Northerly right of way line of County Road 532, and being a non-tangent curve, concave northwesterly, having a radius of 1810.08 feet and a central angle of 21°05'10"; thence on a chord bearing of S 79°28'51" W and along said right of way, run 666.15 feet along the arc of said curve to the point of tangency thereof; thence run N 89°58'34" W, a distance of 12.49 feet; thence departing said right of way line run N 00°26'04" E, a distance of 463.41 feet; thence run N 89°59'34" W, a distance of 663.76 feet; thence run S 00°23'38" W, a distance of 463.21 feet to the said right of way line; thence run N 89°58'34" W, a distance of 1326.86 feet; thence departing said right of way line run N 00°18'46" E, a distance of 462.81 feet; thence run N 89°59'34" W, a distance of 601.77 feet to the Easterly right of way line of County Road 545 thence along said right of way line run N 00°16'21" E, a distance of 861.37 feet; thence run N 00°16'21" E, a distance of 1126.24 feet; thence run N 00°12'39" E, a distance of 2660.71 feet; thence run N 00°12'19" E, a distance of 1491.43 feet; thence run S 89°47'41" E, a distance of 4.60 feet to a point on a non-tangent curve, concave Easterly, having a radius of 11385.00 feet and a central angle of 04°22'52"; thence on a chord bearing of N 02°19'15" E, thence run 870.56 feet along the arc of said curve, to a point on a non-tangent curve, concave Westerly, having a radius of 10074.00 feet and a central angle of 01°20'50", thence run on a chord bearing of N 03°58'25" E, thence run along the arc of said curve, a distance of 236.90 feet, to a point on a non-tangent curve, concave Westerly, having a radius of 10074.00 feet, and a central angle of 02°47'47", thence run on a chord bearing of N 03°58'25" E, run northerly along the arc of said curve, a distance of 491.42 feet to a point the Southeasterly right of way line of Interstate 4 (State Road 400); thence along said right of way line run N 42°29'32" E, along the south right of way of Interstate Highway 4, (State Road 4, a distance of 307.44 feet, thence run S 89°52'23"E,

a distance of 328.76 feet, thence run N 00°10'47" E, a distance of 388.71 feet; thence run S 89°49'13"E, a distance of 80.60 feet; thence run N 00°10'47"E, a distance of 60.00 feet; thence run N 89°49'13" W, a distance of 67.77 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 3906.00 feet, and a central angle of 03°36'32", thence on a chord bearing of N 22°56'14" E, run along the arc of said curve 246.03 feet; thence leaving said rigth of way line, run S 00°10'09" W, a distance of 1897.64 feet; thence run S 89°54'13" E, a distance of 1666.80 feet; thence run S 00°06'57" W, a distance of 1331.67 feet; thence run S 89°56'59" E, a distance of 1326.84 feet; thence run S 00°06'28" W, a distance of 1330.53 feet; thence run S 00°36'14" W, a distance of 2657.79 feet; thence run S 89°57'42" W, a distance of 659.58 feet; thence run S 00°21'16" W, a distance of 617.40 feet; thence run S 00°21'16" W, a distance of 1715.50 feet to the POINT OF BEGINNING.

Containing 627.1422 acres more or less

TOGETHER WITH

A portion of Lot 1, Block 4, Magnolia Creek, according tot the Plat thereof as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida being more particularly described as follows:

Begin at the Northeast corner of said Lot 1, Block 4; thence run S 00°15'31" W, a distance of 1327.37 feet; thence run N 89°56'39" E, a distance of 809.27 feet to the Northwesterly right of way line of Interstate 4 (State Road 400); thence along said right of way line run S 40°08'26" W, a distance of 607.04 feet; thence departing said right of way line run N 68°40'55" W, a distance of 441.48 feet; thence run N 57°51'13" W, a distance of 402.37 feet; thence run S 00°15'59" W, a distance of 439.41 feet; thence run S 46°55'30" E, a distance of 535.33 feet to said right of way line; thence along said right of way line run S 40°08'26" W, a distance of 565.09 feet; thence run N 49°51'58" W, a distance of 21.00 feet; thence run S 42°52'55" W, a distance of 250.29 feet; thence run S 40°08'02" W, a distance of 339.99 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 9897.00 feet and a central angle of 03°26'07"; thence on a chord bearing of S 41°51'06" W, run 593.39 feet along the arc of said curve to a point; thence departing said right of way line run N 45°51'18" W, a distance of 84.71 feet; thence run N 06°08'28" W, a distance of 120.61 feet; thence run N 06°08'28" W, a distance of 284.18 feet to a point on a non-tangent curve, concave easterly, having a radius of 11533.00 feet and a central angle of 02°00'13"; thence on a chord bearing of N 03°02'30" W, run 403.30 feet along the arc of said curve to a point of reverse curvature with a curve concave westerly, having a radius of 11385.00 feet and a central angle of 04°11'40"; thence on a chord bearing of N 01°56'46" W, run 833.46 feet along the arc of said curve to a point; thence run N 89°44'46" W, a distance of 2.49 feet; thence run N 00°13'54" E, a distance of 1162.67 feet; thence run N 89°56'03" E, a distance of 599.81 feet; thence run N 00°15'21" E, a distance of 663.57 feet; thence run N 89°55'26" E, a distance of 665.50 feet to the POINT OF BEGINNING.

Containing 77.9236 acres MORE OR LESS.

CL 2002191105 OR 2142/599

TOGETHER WITH

CL 2003227512 OR 2393/840

Lot 1, Block 5, Magnolia Creek, according to the Plat thereof, as recorded in Plat Book 12, Pages 70 through 79 of the public records of Osceola County, Florida.

Containing 0.3635 acres more or less.

Total area containing 2,078.00 acres more or less.

EXHIBIT "B"

SCHEDULE OF ROADWAY IMPROVEMENTS

Roadway Element	Anticipated Completion
Bridge across CR 545	June 2004

EXHIBIT "C"

ARTICLE 1.00 – INDEMNIFICATION

(1) The Consultant shall be, and agrees to be and remain, liable for any and all damages, losses, and expenses incurred by the Owner or the County caused by the errors, omissions, negligence, or delay(s) of the Consultant or by any subconsultant(s) and/or subcontractor(s) engaged by the Consultant in providing, performing and furnishing services, work and materials pursuant to this Agreement, and for any and all damages, losses and expenses to the County arising out of the Consultant's performance of any of his obligations contained in this Agreement and Amendment(s) thereto.

(2) To the fullest extent permitted by law, the Consultant shall be liable and agrees to be liable for and shall indemnify, defend and hold the Owner and the County, their respective officers, directors, agents and employees, harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Consultant's errors, omissions, negligence, or delay(s), or those of any and all subconsultants and/or subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendment(s) thereto. The Consultant shall not be liable to nor indemnify the Owner or the County for any portion of damages arising out of the gross negligence of the County, its employees, agents or representatives. Notwithstanding anything in this Article 1.00 to the contrary, the aggregate liability of Consultant under this Article 1.00 for the indemnification of Owner and County, their respective officers, directors, agents and employees, shall not exceed the greater of (a) the price for the work to be paid to Consultant under this Agreement, or (b) Ten Million Dollars ($10,000,000.00).

ARTICLE 2.00 – INSURANCE COVERAGES

2.01 GENERAL REQUIREMENTS

(1) The Consultant shall obtain and maintain such insurance as will protect him from: (a) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws: (b) claims for damages because of bodily injury, occupational sickness or disease or death of his employees, including claims insured by usual personal injury liability coverage; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage; and (d) from claims for injury to or destruction of tangible property, including loss of use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the Consultant, his employees, or by any subconsultant(s),

subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinafter shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater. All policies shall be underwritten by companies legally registered and authorized to do business in the State of Florida.

(3) The Consultant shall require, and shall be responsible for ensuring, throughout the time this Agreement is in effect, that any and all of his subconsultants and/or subcontractors obtain and maintain, until the completion of that subconsultant's and/or subcontractor's work, such of the insurance coverages described in Paragraph 2.02 as are required by law to be provided on behalf of their employees and others.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

2.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The Consultant, within fourteen (14) calendar days from execution of this Agreement, shall submit to the Owner and County all such insurance certificates and related documentation as are required under this Agreement. Failure of the Consultant to submit such certificates and documents within the required time shall be considered cause for the Owner to cancel this Agreement and rescind its actions to engage the Consultant. Before the Owner shall provide the Consultant with written Notice to Proceed, and before the Consultant shall commence any service or work pursuant to the requirements of this Agreement, the Consultant shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the Consultant shall have submitted to the Owner and County certificates of all such insurance coverages as provided above.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Owner and County and licensed in the State of Florida.

(3) Each Certificate of Insurance shall be submitted to the Owner and County in triplicate.

(4) Each Certificate of Insurance shall specifically include all of the following:

(a) The name and type of policy and coverages provided;

(b) The amount of limit applicable to each coverage provided;

(c) The date of expiration of coverage;

(d) The designation of the Owner and Osceola County Board of County Commissioners as an additional insured and a certificate holder to the extent of their interests under the Agreement. (This requirement may be excepted for professional liability insurance and for worker's compensation insurance); and

(e) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for professional liability insurance).

(5) The following clause must appear on the Certificate of Insurance and the present Cancellation Clause appearing on the Certificate of Insurance must be "X'd" out and be initialed by the Agent of the Insurer: "Cancellation – Should any of the above described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by regular mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the descried policies."

(6) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the Owner and County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance. Further, each Certificate of Insurance shall include a waiver of subrogation in favor of Owner, County, and their respective officers, directors, employees and agents.

(7) If the initial, or any subsequently issued, Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Owner and County triplicate renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Owner and County with such renewal certificate(s) shall be considered justification for the Owner to terminate this Agreement.

2.03 INSURANCE COVERAGES REQUIRED

The Consultant shall obtain and maintain the following insurance coverages on an "occurrence" basis as provided hereinbefore, and in the type, amounts, and in conformance with the following minimum requirements:

(1) Worker's compensation coverage for all employees as may be required by applicable state and federal laws. In addition, the policy must include the following:

(a) Employer's liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $100,000.00 for each accident, whichever limit is greater.

(b) Notice of Cancellation and/or Restriction – the policy must be endorsed to provide the Owner and County with thirty (30) days prior written notice of cancellation and/or restriction.

(2) Comprehensive general liability coverage which shall remain in effect until one (1) year after completion of work and must include the following:

(a) Minimum limits of $100,000.00 per occurrence and $300,000.00 aggregate for bodily injury liability and a minimum limit of $100,000.00 for property damage liability or a minimum combined single limit of $300,000.00.

(b) Contractual coverage applicable to this specified Agreement, including any hold harmless, and/or such indemnification agreement.

(c) Such additional requirements as are set forth in Article 2.00 and Paragraphs 2.01 and 2.02 hereinabove.

(3) Comprehensive automobile liability coverage must be afforded on a form no more restrictive than the latest edition of the County's Comprehensive Automobile Liability Policy on file with the Office of Risk Management and must include the following:

(a) A minimum combined single limit of $1,000,000.00, aggregate amount.

(b) Such additional requirements as are set forth in Article 2.00 and Paragraphs 2.01 and 2.02 hereinabove.

(c) Should the professional liability insurance policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Owner shall hold the Consultant responsible and liable for any such differences of the amount of coverage provided by the insurance policy.

EXHIBIT "D"

ARTICLE 3.00 – INSURANCE

3.01 CONTRACTOR'S LIABILITY INSURANCE

(1) The Contractor shall purchase and maintain at all times during the term of this Agreement such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any subcontractor or sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

(c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

(d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

(e) Claims for damages, other than to the work itself, because of injury to employment of such person by the Contractor or by any other person, or destruction of tangible property, including loss of use resulting therefrom; and

(f) Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(2) The insurance required by Subparagraph (1) of Paragraph 3.01 shall be written for not less than any limits of liability specified in the Contract Document or required by law, whichever is greater.

(3) The insurance required by Subparagraph (1) of Paragraph 3.01 shall include contractual liability insurance applicable to the Contractor's indemnity obligations.

(4) Certificates of Insurance acceptable to the Owner shall be submitted to the County contact person prior to Contractor commencement of the work. These

Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner and the County. In the event an insurance company sends notice that any insurance policy is to be canceled, the Contractor will, prior to the date set for cancellation in said notice, purchase and maintain complete coverage under the same terms and conditions of the prior policy. If the Contractor fails to obtain a policy, the Owner may, but is not required to, purchase such policy and charge all costs associated therewith to the Contractor by use of a unilateral change order issued by Owner. If the Owner is damaged by the Contractor's failure to obtain or maintain such insurance, then the Contractor shall pay all damage costs reasonably attributed thereto.

(5) The Contractor shall furnish the Owner and the County with satisfactory proof (Certificate of Insurance) of carriage of the insurance required. Certificates of Insurance shall show as "additional insureds" the Owner and Osceola County, Florida, as their interests appear. The Contractor shall furnish Certificates of Insurance in triplicate form, with the Project's name and Project's Owner's name stated on the Certificate, which shall be submitted prior to the beginning of onsite operations. All applicable policies of insurance shall contain a waiver of subrogation in favor of Owner and County, and their respective agents, directors, officers and employees.

(6) Within thirty (30) days of providing Certificates of Insurance, Contractor shall provide to Owner copies of the insurance policies evidenced by the Certificates of Insurance.

(7) The Contractor's liability insurance shall be in companies acceptable to the Owner and County, and shall contain provisions satisfactory to the Owner and County.

(8) Contractors Liability Insurance Limit Requirements – The contractors liability insurance limit requirements for the insurance listed below are as follows:

(a)	Worker's compensation Employer's liability	Statutory Limits $100,000
(b)	Contractor's public liability endorsed to include "XU" coverage:	$1,000,000
	(i) Bodily injury on an occurrence basis	$100,000 - $500,000
	(ii) Property damage on an occurrence basis	$500,000 - $500,000

(c)	Automobile public liability:		
	(i)	Bodily injury on an occurrence basis	$250,000 - $500,000
	(ii)	Property damage	$100,000 - $100,000
(d)	Excess umbrella liability		$5,000,000

(9) All umbrella insurance shall be noted to be "following form" and shall be no more restrictive than is required of underlying coverage.

(10) The Owner shall be notified thirty (30) days prior to expiration, cancellation or reduction in coverage of any insurance policy.

3.03 PROPERTY INSURANCE

(1) The Contractor shall purchase and maintain builders 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.

(2) The Contractor shall purchase and maintain general liability insurance to protect Owner against any claims arising during or from this project.

(3) Any loss insured under Subparagraph (1) of Paragraph 3.03 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of Subparagraph (6) of Paragraph 3.03. The Contractor shall pay each affected subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his sub-subcontractors in similar manner.

(4) If the Contractor requests in writing that insurance for risks other than those described in Subparagraph (1) of Paragraph 3.03 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

(5) The Owner, the County, and Contractor waive all rights against (a) each other and the subcontractors, sub-subcontractors, agents and employees of the other, and (b) separate contractors, if any, and their subcontractors, sub-subcontractors,

agents and employees for damages to the extent covered by insurance obtained pursuant to this Paragraph 3.03 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. The Owner or the Contractor, as appropriate, shall require of the separate contractors, subcontractors, and sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph (5) of Paragraph 3.03.

(6) If the Owner finds it necessary to use a portion or portions of the work prior to substantial completion thereof, such use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial use. Consent of the Contractor to use shall not be unreasonably withheld.

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C26-1	04°11'39"(F) 04°11'40"(P)	11385.00'(F)(P)	833.39'(F) 833.46'(P)	833.20'(F) 833.28'(P)	N01°57'23"W
C26-2	01°47'54"(F) 01°48'14"(P)	11385.00'(F)(P)	357.36'(F) 358.44'(P)	357.34'(F) 358.42'(P)	N03°09'15"W
C26-3	00°13'39"(F)(P)	11385.00'(F)(P)	45.22'(F)(P)	45.22'(F)(P)	N02°08'28"W
C26-4	00°13'39"(F)(P)	11385.00'(F)(P)	45.19'(F)(P)	45.19'(F)(P)	N01°54'49"W
C26-5	00°34'05"(F) 00°34'10"(P)	11385.00'(F)(P)	112.86'(F) 113.17'(P)	112.86'(F) 113.17'(P)	N01°30'57"W
C26-6	00°34'32"(F) 00°34'37"(P)	11405.00'(F)(P)	114.54'(F) 114.84'(P)	114.54'(F) 114.84'(P)	N01°31'24"W
C26-7	01°47'25"(F) 01°47'22"(P)	11405.00'(F)(P)	356.37'(F) 356.21'(P)	356.35'(F) 356.19'(P)	N03°09'47"W
C26-8	33°01'27"(F) 32°59'36"(P)	475.00'(F)(P)	273.78'(F) 273.53'(P)	270.01'(F) 269.76'(P)	N66°33'44"E
C26-9	31°52'31"(F)	385.00'(F)	214.19'(F)	211.43'(F)	N65°59'16"E
C26-10	02°25'39"(F)(P)	475.00'(F)(P)	20.12'(F)(P)	20.12'(F)(P)	N81°51'38"E
C26-11	03°00'04"(F) 03°00'02"(P)	385.00'(F)(P)	20.17'(F) 20.16'(P)	20.16'(F)(P)	N80°25'29"E
C26-12	46°35'04"(F) 46°34'01"(P)	530.00'(F)(P)	430.92'(F) 430.76'(P)	419.15'(F) 419.00'(P)	N64°26'52"E
C26-13	02°09'49"(F)(P)	530.00'(F)(P)	20.01'(F) 20.02'(P)	20.01'(F)(P)	N86°39'29"E
C26-14	02°00'15"(F) 02°00'13"(P)	11533.00'(F)(P)	403.40'(F) 403.30'(P)	403.38'(F) 403.28'(P)	N03°01'24"W
C26-15	32°54'32"(F) 32°54'31"(P)	37.00'(F)(P)	21.25'(F)(P)	20.96'(F)(P)	N17°30'31"E
C26-16	13°43'32"(C)	18.33'(C)	4.39'(C)	4.38'(C)	S76°46'37"W
C26-17	02°25'30"(C)	7569.00'(C)	320.37'(C)	320.34'(C)	N00°57'34"W

CORNER DATA

CORNER	DESCRIPTION
COR26-1	STA 44+00.87, 70.31' LT(F) FND 1/2" IRC "ASM LB 6393"
COR26-2	STA 52+00.85, 124.27' LT(F) FND N&D "ASM LB 6393"
COR26-3	STA 52+50.77, 124.01' LT(F) FND 1/2" IRC "ASM LB 6393"
COR26-4	STA 53+00.75, 122.14' LT(F) FND N&D "ASM LB 6393"
COR26-5	STA 53+50.86, 114.52' LT(F) FND 1/2" IRC "ASM LB 6393"
COR26-6	STA 54+00.87, 108.93' LT(F) FND 1/2" IRC "ASM LB 6393"
COR26-7	STA 47+52.96, 85.92' RT(F) FND 1/2" IR NO ID
COR26-8	STA 48+72.80, 86.91' RT(F) FND 1/2" IR NO ID
COR26-9	STA 49+93.17, 85.90' RT(F) FND 1/2" IRC "ASM LB 6393"
COR26-10	STA 50+33.03, 86.02' RT(F) FND 1/2" IR NO ID
COR26-11	STA 50+73.08, 85.29' RT(F) FND 1/2" IRC "ASM LB 6393"
COR26-12	STA 51+52.79, 84.80' RT(F) FND 1/2" IRC "ASM LB 6393"
COR26-13	STA 51+92.78, 84.85' RT(F) FND 1/2" IRC "ASM LB 6393"
COR26-14	STA 52+32.00, 84.34' RT(F) FND 1/2" IRC "ASM LB 6393"

SEE SHEET 26 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

EASEMENT NOTE: ALL LOTS IN REUNION WEST PHASE 1 WEST AND AMENITIES CENTER, A REPLAT (PB 24, PGS 75-82) ARE SUBJECT TO A 5' WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE LOT LINES.

REUNION WEST PHASE 1 WEST AMENITIES CENTER, A REPLAT PB 24, PGS 75-82

SEE SHEET 41 FOR PARCEL 128, 130 & 131 DETAILS

FLORIDA FRUIT & TRUCK LAND CO. AT LOUGHMAN FLORIDA PB B, PG 68

SEE DETAIL "A" ON SHEET 43

TRACT L

TRACT P

TRACT J FAIRFAX DRIVE

TRACT K

TRACT J NOVI PATH

TRACT J LASSO DRIVE

TRACT D

TRACT A

TRACT E

TRACT F

TRACT G

TRACT H

TRACT K MINTON LOOP

TRACT K PENDANT COURT

TRACT K BRINKS LANE

TRACT K MARKER AVENUE

TRACT I

TRACT B

TRACT N

END ℄ SURVEY CR 545 STA 55+55.99

℄ SURVEY CR 545 PI STA 34+55.99 Δ=00°03'15"(RT)

SW COR OF SEC 23 FND 4"X4" CM W/ DISK "LB 3608" CCR# 106454 N: 1438126.9850 E: 466076.7047

SEE SHEET 14 FOR CONTINUATION

SECTION 26 SECTION 23

SOUTH LINE OF THE SW 1/4 OF SECTION 23

EASEMENT NOTE: ALL LOTS IN REUNION WEST PHASE 1 EAST (PB 24, PGS 104-109) ARE SUBJECT TO A 10' WIDE DRAINAGE AND UTILITY EASEMENT LYING ALONG THE FRONT OF ALL PLATTED LOTS AND A 5' WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE LOT LINES.

REUNION WEST PHASE 1 EAST PB 24, PGS 104-109

MAGNOLIA CREEK PB 12, PGS 70-79

LOT 1

FLORIDA FRUIT & TRUCK LAND CO. AT LOUGHMAN FLORIDA PB B, PG 68

NORTH LINE OF THE SW 1/4 OF SECTION 23

SOUTH LINE OF THE SE 1/4 OF SECTION 22

NORTH LINE OF THE SE 1/4 OF SECTION 22

EAST LINE OF THE SE 1/4 OF SECTION 22

NW COR OF THE SW 1/4 OF SEC 23 FND N&D "SURVEY POINT LB 3270" CCR # 106455

AREA TRANSFERRED TO OSCEOLA COUNTY PER ORB 3376, PG 1857

EXISTING R/W LINE PER F.P. 403497-2

EXISTING LA R/W LINE PER F.P. 403497-2

DRAINAGE EASEMENT ORB 4897, PG 21

PIPELINE EASEMENT ORB 4755, PG 859

R/W LINE

CONC SPILLWAY

POT STA 44+55.95 SET N&D "FDOT LB 6556"

0 50 100 200 300
Scale: 1" = 100'

LINE DATA

LINE	BEARING	DISTANCE
L26-1	S00°11'56"W	15.00'(C)
L26-2	N89°57'04"W	19.61'(C)
L26-3	N00°52'03"W	15.00'(C)
L26-4	S89°57'04"E	19.89'(C)
L26-5	S89°57'04"E	4.64'(C)
L26-6	N89°57'04"W	25.25'(C)
L26-7	N00°15'11"E	65.00'(C)
L26-8	S89°57'04"E	25.25'(C)
L26-9	S00°15'11"W	65.00'(C)
L26-10	S89°50'38"E	25.25'(C)
L26-11	N00°33'03"W	104.64'(C)
L26-12	N00°17'31"E	155.50'(C)
L26-13	N89°39'39"W	6.51'(C)
L26-14	S89°50'38"E	18.87'(C)
L26-15	N89°50'38"W	9.00'(C)

THIS MAP IS NOT A SURVEY

STATE ROAD 400 (INTERSTATE 4) FROM WEST OF CR 532 TO EAST OF SR 522
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

TOWNSHIP 25 SOUTH, RANGE 27 EAST

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY: FOR DISTRICT SURVEYOR DATE 1-2-19

	BY	DATE
PRELIM	P.MCANALLY	11/15/2017
FINAL	P. deVIVERO	11/12/2019
CHECKED	R. HOLLAND	11/12/2019

FED. PROJ. D518-083-B | SECTION 92130
STATE ROAD NO. 400 (INTERSTATE 4) | OSCEOLA COUNTY

MAPS PREPARED BY: GEODATA CONSULTANTS, INC.
DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
SCALE: 1" = 100'
F.P. NO. 431456-1 | SHEET 29 OF 52

ITEM 7.R
Renewal and Second Amendment to Extend Ground Lease for YMCA

Request

City Commission approval to extend the existing YMCA ground lease for land parcel located at the Kissimmee Gateway Airport.

Explanation

The YMCA entered into an agreement with the City to provide community services in October 1989, and signed a subsequent first amendment in August of 2003. The amendment expires September 30, 2023, and City Staff desires to renew the current term for an additional year.

During the pandemic, the YMCA suspended services but has since reopened focusing on facility improvements and restructuring programs and services. This includes working with the City to provide complimentary services and increasing operating revenues to sustain the operation.

City Staff has proposed a one-year extension to the current ground lease agreement. This will allow time for negotiations to develop a long-term arrangement to obtain fair market rental rates while ensuring financial stability for the organization. The current annual rental rate is $19,238.88.

Recommendation

Staff recommends Commission approval to extend the existing YMCA ground lease for land parcel located at the Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) Renewal and Second Amendment-YMCA
2. OSC Summer Newsletter – Summer 2023 – Flyer – 8.5x11

RENEWAL AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN CITY OF KISSIMMEE AND CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION.

THIS RENEW. 'AL AND SECONDAMENDMENT is made and entered into this 12th day of September, 2023, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to "City" and YOUNG MENS CHRISTIAN

ASSOCIATION, INC. a Florida not for profit organization, hereinafter **YMCA** and each represents

as follows: **WITNESSETH:**

WHEREAS, the CITY and YMCA entered into that certain Agreement, hereinafter referred to as "Original Agreement," dated entered on October 10, 1989, and a subsequent First Amendment dated August 18, 2003; and

WHEREAS, the term of the First Amendment and extension of Agreement Between the City of Kissimmee and Central Florida YMCA expires on September 30, 2023;

WHEREAS, the Parties desire to renew the current term for an additional twelve-month term; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants contained herein, the CITY and the YMCA agree as follows:

Section 1. TERM. The term of the lease agreement dated October 10, 1989, which was thereby extended by the First Amendment to September 30, 2023, shall be extended for a period of twelve (12) months, which may be renewed for one more an additional twelve (12) month period upon mutual written agreement of the parties.

Section 2. The effective date of this Amendment shall be September 12, 2023.

Section 3. Except as hereby modified, all terms and conditions of the Original Agreement, and the First Amendment shall remain in full force and effect, binding on the CITY and the YMCA.

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

YOUNG MENS CHRISTIAN ASSOCIATION, INC.

By: _____
Cathy Paez

Title:
___CFO_____

Date: 9/1/23

STATE OF FLORIDA)
COUNTY OF Osceola)

Notary Seal:

Notary: _____
Print Name: Nicole Bucher
My Commission Expires: August 5, 2027

CITY OF KISSIMMEE, FLORIDA

ATTEST:

_____
City Clerk

_____
Olga Gonzalez
Mayor _Commissioner

Approved as to form and legality

_____
City Attorney

OSCEOLA YMCA SUMMER IMPACT REPORT

EXECUTIVE DIRECTOR'S MESSAGE

To our valued YMCA supporters,

It's hard to believe that summer break is over and we are already sending our kids back to school – where has the time gone? As you probably know, the Osceola YMCA began a phased re-opening in January 2023 after being closed since the beginning of the Pandemic. We expected our community to be excited for the YMCA to re-open, but the response we have received, especially in our youth programs, has been overwhelming!

Although we have a business to run and a lot of important work ahead of us to make this YMCA sustainable, I also feel that it's important for us to press pause.....and highlight the impact that our Osceola YMCA has had on our community and our youth this summer.

Spotlight on camp!

Did you know before the pandemic, the Osceola YMCA averaged around 30-35 campers per week?

2023 Summer Camp Impact:

- 70+ campers per week in YMCA summer camp.
- 50+ campers per week in our Learning Center camp at the Osceola YMCA.
- We partnered with the Second Harvest Food Bank of Orlando to address issues of food insecurity to ensure every child in summer camp at the Osceola YMCA received breakfast and lunch 5-days per week.

With the success of our summer camp programs, we are excited to continue expanding our Youth Development programming throughout the year with holiday camps, Parent's Night Out, etc.

Water Safety & Drowning Prevention

Did you know drowning is a leading cause of accidental death in children under the age of 4? Drowning is also the #1 cause of accidental death for children diagnosed with Autism Spectrum Disorder.

As a former Aquatics Director, it makes me so happy to see our pool full of kids, families, and seniors participating in a range of programs from swim lessons to water aerobics. To say I'm proud of what we accomplished in our swim lessons program at the Osceola YMCA this summer would be a profound understatement.

(Continued on next page)

OSCEOLA YMCA SUMMER IMPACT REPORT

WATER SAFETY & DROWNING PREVENTION (CONT.)

2023 Aquatics Impact:

- May Enrollment: 233
- June Enrollment: 331
- July Enrollment: 316

With the success of our summer swim lessons, we are pleased to be extending our swim lessons through the month of November! We are also looking forward to implementing additional aquatics programs, such as swim team, to increase our enrollment and program retention.

Our continued investment in the pool and our swim lesson program is a significant investment in our community – frankly, it's an investment in saving lives.

Summer Youth Sports

Did you know basketball was invented at the YMCA?

Since the Pandemic, Youth Sports has been the one constant at the Osceola YMCA. While we continued to offer sports during the Y Closure, we also recognize that there is opportunity for program growth. That growth certainly happened this summer!

Summer Youth Sports Impact:

- Total enrollees: 248
- Basketball enrollees: 213
- Volleyball enrollees: 35

As we begin our Fall season of youth sports, I am thrilled to report we have nearly 300 kids registered for the Fall and we have plans to continue growing our sports programs!

Osceola YMCA Learning Center

Did you know the Osceola YMCA has operated a licensed childcare center within our family center since January 2021?

The demand for high-quality, affordable childcare is at an all-time high. Over the next several months, growing enrollment in the Learning Center and increasing awareness of our services will be a top priority of mine. Through strategic partnerships with key stakeholders, such as the Early Learning Coalition, the City of Kissimmee, Valencia College, and others, maximizing our enrollment in the Learning Center is vital to the Y's focus on Youth Development.

I look forward to providing you with a detailed update soon!

ITEM 7.S
Resolution to revise the definition of the City of Kissimmee Series 2022 Bonds project

Request

Approval of a Resolution to revise the definition of the Series 2022 Bonds project.

Explanation

Under Resolution No. 03-2016, portions of the Series 2022 Bonds were issued for the funding of solid waste capital projects. Since then, there have been other capital project improvements that require more immediate financing. On August 22nd, the Commission authorized the Fire Department to purchase two (2) Sutphen Custom Engines for a total cost of $1,895,950 as scheduled replacements for engines in the City's current fleet. Purchasing the apparatus instead of leasing will save the City $320,234. The funding for this purchase will come from the Series 2022 Bond funds originally budgeted in the Solid Waste account (41145716-506494), Project (SA2204-411-506494). Therefore, a change to the "Initial Project" definition is required in order to expend the proceeds of the 2022 Bonds on other eligible projects.

With the change in the definition of “Initial Project” for the 2022 Bonds, monies may be expended to purchase the Fire apparatus and other public safety capital improvements.

Recommendation

Staff recommends the City Commission authorize the resolution to revise the definition of Series 2022 Bonds project to include public safety capital needs.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. (S) - Resolution - Amending Project - 2022 (02572034-2)

RESOLUTION NO. ____-2023

A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA AMENDING RESOLUTION NO. 02-2022 TO REVISE THE DEFINITION OF SERIES 2022 PROJECT SET FORTH THEREIN; RATIFYING AND CONFIRMING ALL TERMS, PROVISIONS AND COVENANTS OF RESOLUTION NO 02-2022; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee, Florida (the "Issuer") adopted Resolution No. 02-2022, on April 19, 2023 (the "Prior Resolution") authorizing the issuance of the Issuer's Capital Improvement Refunding Revenue Bonds, Series 2022 (the "Bonds") to finance the costs of the Series 2022 Project as defined in the Prior Resolution; and

WHEREAS, pursuant to the provisions of the Prior Resolution, the Issuer now desires to amend the definition of "Series 2022 Project" set forth in the Prior Resolution to authorize the use of the proceeds of the Bonds to finance public safety capital needs.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida, that:

SECTION 1. Amendment. The definition of "Series 2022 Project" is hereby amended and restated to read as follows (underlined language reflecting additions to such definition):

> "Series 2022 Project" means, collectively, various capital projects including, but not limited to, land acquisition and various infrastructure improvements related to lands known as the "Beaumont Development Site," as well as certain commercial solid waste and public safety capital needs. In addition to the foregoing, the Series 2022 Project may include the refunding of all or a portion of the Issuer's Capital Improvement Revenue Note, Series 2010C (the "2010C Note"), Public Improvement Revenue Note, Series 2014A (the "2014A Note"), and Capital Improvement Refunding Revenue Note, Series 2015B (the "2015B Note"), as well as any outstanding Revenue Note Draws in connection with the Issuer's participation in the Florida Local Government Finance Commission Pooled Commercial Paper Notes (the "Commercial Paper Notes") program. Such Series 2022 Project shall include, without limitation, all property rights, appurtenances, easements, franchises and equipment relating thereto and deemed necessary or convenient for the construction, designing, permitting, reconstruction, acquisition and equipping thereof, in accordance with certain plans on file or to be on file with the City Clerk, with such changes, deletions, additions or modifications to the enumerated improvements, equipment and facilities, or such other improvements as approved by the City Commission of the Issuer in a Supplemental Resolution in accordance with the Act. The Series 2022 Project constitutes an Additional Project for purposes of the Master Resolution.

SECTION 2. Prior Resolution Effectiveness. All other provisions of the Prior Resolution remain unchanged and in effect.

SECTION 3. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held 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, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 4. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 5. Effective Date. The provisions of this Resolution shall take effect immediately upon its passage.

Dated this ____ day of _____, 2023.

_____
Olga Gonzalez
Mayor-Commissioner

ATTEST:

_____
City Clerk

ITEM 8.A
Approval of the design, construction and installation of a "Parking" sign on the Toho Square Parking Garage located at 92 Pleasant Street.

Request

Approval of the design, construction and installation of a "Parking" sign on the Toho Square Parking Garage.

Explanation

Since the construction of the Toho Parking Garage in 2018, gradual enhancements have been made to bring awareness of its existence, as well as preserve and protect its exterior. In 2021, guard screens and skateboard stops were installed on the first-floor windows to prevent customers from using the windows to enter and exit the parking garage on foot and skateboarders performing tricks on the windows.

Subsequently, “parking” banners were installed to increase awareness of free public parking downtown. The banners have improved the parking garage’s visibility. However, they were intended to serve as a temporary solution.

As a permanent solution, Staff programmed funds in the fiscal year 2022/2023 for the design, construction and installation of a permanent “parking” sign on the parking garage. Staff has selected Arnco Construction, #RFQ2023-002, to complete this project for a total cost of $84,525.

The sign will be designed and installed in accordance with the City code requirements.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10625506-506393	CR2207	Decrease	126,303	84,525

Financial Summary:

The proposed bid is well within the available budget for this project.

Recommendation

Approval of the design, construction and installation of a "Parking" sign on the Toho Square Parking Garage.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Samia Singleton

Attachment(s):
1. Arnco Sign Estimate
2. Parking Garage Sign Rendering
3. Arnco

1110 Pennsylvania Avenue – Saint Cloud, FL 34769
tel: 407-892-0111 – fax: 407-892-0053
ArncoConstruction.com

August 17, 2023

City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Re: City of Kissimmee – Toho Square Parking Garage Gateway Sign

Dear: Robert Masiku

We are pleased to submit for your review, the following proposal on the above referenced project in the amount of $84,525.00 for the Construction Phase of this project as further described below.

- Proposal includes all labor, equipment, and supervision to complete the project per the drawings provided by Don Bell Signs.
- Price does not include bond, utility connection fees, impact fees, MOT, electric beyond 5' of sign.
- Breakers, conduit, and wiring by others.
- Price does not include permits fees of any kind.

Thank you for the opportunity to submit our proposal on the referenced project

Sincerely,

Rick Smallish
Project Manager

Arnco Construction
1100 Pensylvania Ave
St. Cloud, Fl 34771

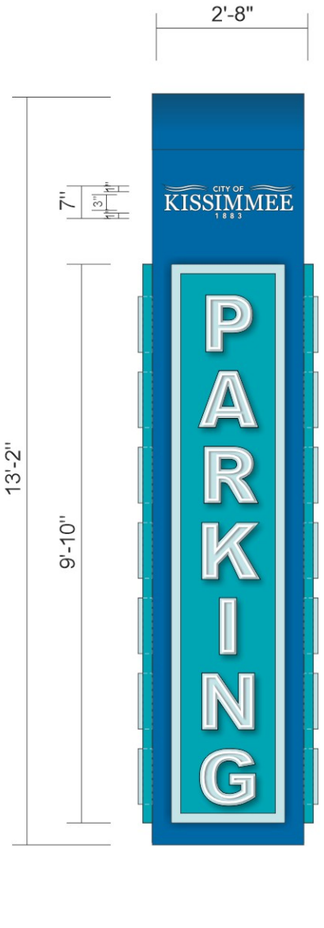
CODE	Line Items	Quan	Unit	Cost/Unit	Total
2000	MOT (allowance)	1	LS	$ -	$ -
10000	Sign	1	LS	$ 60,000.00	$ 60,000.00
16000	Electric Rough (allowance)	1	LS	$ -	$ -
1000	Permitting (allowance)	1	LS	$ -	$ -
1000	Supervision	1	WK	$ 2,800.00	$ 2,800.00
1000	P/M	2	WK	$ 3,100.00	$ 6,200.00
1000	Truck, phone, fuel superintendent & PM	2	WK	$ 375.00	$ 750.00
1000	Final Clean	1	LS	250	$ 250.00
			SUB TOTAL		$ 70,000.00
			GL Insurance		$ 525.00
			CM Fee		$ 10,500.00
			Contingency		$ 3,500.00
	This does not include any MOT.		**Sub Total**		$ 84,525.00
	This does not include any electric beyond 5' of the sign.		**Bond**		NIC
	Breakers, conduit, and wiring by others.		**BID TOTAL**		**$ 84,525.00**
	This does not include any permits for electrical work or sign.				

Scope of Work:

SURVEY: VERIFY WALL, ELECTRIC & ACCESS BEHIND WALL

Don Bell Signs to fabricate & install:
(1) intern. illum. 3-sided blade sign
as specified

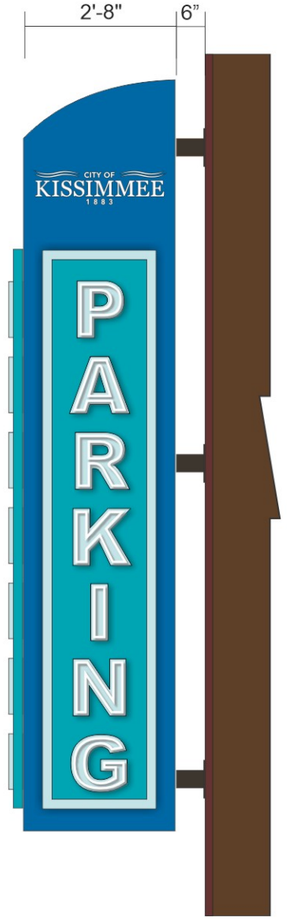
A Option A



CITY LOGO:
Routed & backed w/
flat white acrylic.
"KISSIMMEE"
to be push thru acrylic
Illum w/ intern. LEDs

MAIN CABINET (3 Sides):
Const: Alum sheet & tube
Mount: Flag mtd. to wall
w/ sq. tubing as req'd
Paint: Colors as noted
w/satin finish

PARKING Cabinet:
Const: 2" alum border
Letters: 3" Open face
w/ push thru faux neon
Paint: Colors as noted
w/satin finish



SUPPORTS:
(3) Qty. 4" x 4" x .25" supports
Mount: Plate per engineering
Paint: T/M Brick

Simulated Nightview: NTS

Elevation of 3-Sided Blade Sign

(1) Req'd Scale:⅜"=1'

COLOR SCHEDULE

PMS 7710 @ 30%	PMS 7710	PMS 307

Note: *The color on your computer screen or printer output may vary. Please consult the specifications in this drawing and proper color guide for accurate color depiction.*

All signage to be installed in compliance with National Electrical Code - NEC 2017

All signage to be constructed and installed according to ETL standards.

Electrical Requirements ( ) 20 AMP Circuit(s) @ 120v

PRIMARY ELECTRIC BY OTHERS

Note: This design pending engineering.

CITY OF KISSIMMEE 1883

TOHO SQUARE PARKING

DESIGN #: 2300276 R2
DATE: 05.15.23
DRAWN BY: Andrew

Revisions / Date / Initials

R1 Update specs/colors, Del. opts added new
R2 Update city logo

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459 ETL US ☐ 120 Volt ☐ 277 Volt

SHEET 1

ACCOUNT: Toho Square - Parking Garage
STREET: 92 Pleasant St
CITY: Kissimmee STATE: FL
SALES REP.: Mandy Moore
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL DATE

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.

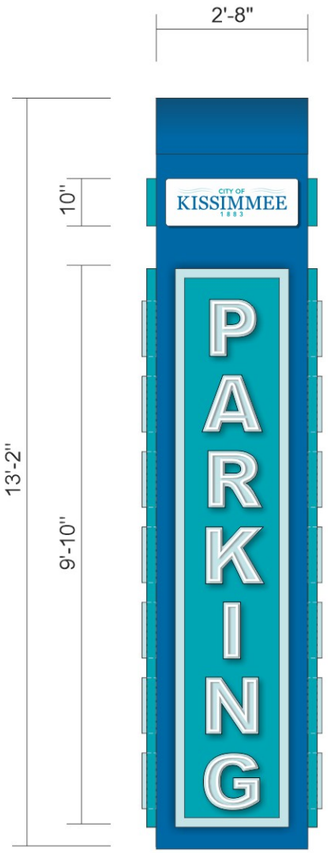
DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Scope of Work:

SURVEY: VERIFY WALL, ELECTRIC & ACCESS BEHIND WALL

Don Bell Signs to fabricate & install:
(1) intern. illum. 3-sided blade sign
as specified

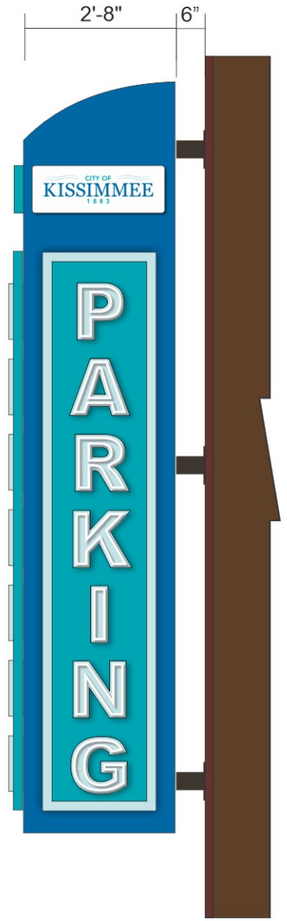
B **Option B**



CITY LOGO:
Const: alum cabinet
Ptd.- PMS 7710
Face- flat white acrylic
w/ contour cut vinyl
Illum. w/ intern. LEDs

MAIN CABINET (3 Sides):
Const: Alum sheet & tube
Mount: Flag mtd. to wall
w/ sq. tubing as req'd
Paint: Colors as noted
w/satin finish

PARKING Cabinet:
Const: 2" alum border
Letters: 3" Open face
w/ push thru faux neon
Paint: Colors as noted
w/satin finish



SUPPORTS:
(3) Qty. 4" x 4" x .25" supports
Mount: Plate per engineering
Paint: T/M Brick

Simulated Nightview: NTS

Elevation of 3-Sided Blade Sign

(1) Req'd Scale:⅜"=1'

COLOR SCHEDULE

PMS 7710 @ 30%	PMS 7710	PMS 307

Note: *The color on your computer screen or printer output may vary. Please consult the specifications in this drawing and proper color guide for accurate color depiction.*

All signage to be installed in compliance with National Electrical Code - NEC 2017

All signage to be constructed and installed according to ETL standards.

Electrical Requirements ( ) 20 AMP Circuit(s) @ 120v

PRIMARY ELECTRIC BY OTHERS

Note: This design pending engineering.

CITY OF KISSIMMEE 1883

TOHO SQUARE PARKING

DESIGN #: 2300276 R2
DATE: 05.15.23
DRAWN BY: Andrew

Revisions / Date / Initials

R1 Update specs/colors, Del. opts added new
R2 Update city logo

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

ACCOUNT #115459

☐ 120 Volt
☐ 277 Volt

SHEET 2

ACCOUNT: Toho Square - Parking Garage
STREET: 92 Pleasant St
CITY: Kissimmee STATE: FL
SALES REP.: Mandy Moore
SCALE: As Noted
FILE NAME:
PROGRAM: CorelDRAW
FONTS USED:
CUSTOMER APPROVAL DATE

Note: Primary power & signage lighting control by others. The primary power must be located within 5' of applicable signs installation location.

All penetrations to have bushings

PRIMARY ELECTRIC BY OTHERS

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DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Construction and Renovation Services on a Task Authorization up to $500,000

#RFQ2023-002
February 15, 2023

ARNCO CONSTRUCTION

TAB A
Firm Qualifications and Experience

February 13, 2023

Brandon Durango
Procurement Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

RE: Solicitation Number RFQ2023-002, Construction and Renovation Services on a Task Authorization up to $500K

Dear Mr. Durango and Selection Committee:

The Arnco Construction team is excited to provide our qualifications for Construction Services on a Task Authorization Basis. Our team understands the needs of the City of Kissimmee and is ready to support your commitment to the community by providing excellence in every aspect of the construction services we provide.

Arnco Construction was established in Osceola County over 29 years ago. We are a family owned and operated Private Corporation; our office is conveniently located at **1110 Pennsylvania Avenue, St. Cloud, FL**. As Construction Manager the Arnco team will successfully meet every project goal and provide the city and its residents with unsurpassed value based on:

Local Subcontractor Participation: Our knowledge of local trade contractors is unparalleled. As a local company founded in Osceola County, **we consistently provide 80% local participation** on projects completed in the City of Kissimmee. Our knowledge of local trade contractor's crew sizes and job size capabilities allows us to bring the best construction team for each project.

Proven Team: All proposed team members have a proven track record working on public renovation projects. Our proposed team has successfully constructed Fire Stations, Training Facilities, County Administration building renovations and working on occupied facilities.

"Our philosophy is providing construction services to every customer with an unwavering commitment to integrity, expert workmanship, and value."

Our goal is to exceed your expectations on every project. The Arnco team has the experience, knowledge, and capabilities to successfully accomplish these goals. Thank you for considering Arnco to provide construction services on a task authorization basis.

Sincerely,
Benjamin W. Arnold
President, Arnco Construction

Key Personnel and Experience Organizational Chart

BEN ARNOLD
PRESIDENT

- Percentage of time to project: As needed.
- Certifications: Certified Contractor License CGC#1520245
- Over 30 years of construction experience
- Osceola County Resident

Since beginning his career in construction in 1991, Ben has been involved in every aspect of the construction process. His overall construction management experience allows him to lead our team using industry best practices. Ben's dedicated efforts for the success of Arnco Construction projects ensure the highest quality product is achieved within budget. Ben feels the success of every job starts with planning and a hands-on approach, leading to quality results. Ben's focus is maintaining a strong team of local construction professionals and providing outstanding construction services to each client. Ben's **proven capabilities** along with his leadership experience make him an outstanding choice to lead the construction team for the City of Kissimmee. Ben has successfully completed hundreds of commercial projects from $100,000-$18 million throughout his career.

RELEVANT PROJECT EXPERIENCE:

POINCIANA HIGH SCHOOL TENNIS COURT REPLACEMENT
Renovation | $320,386

OSCEOLA COUNTY 1ST FLOOR ADMINISTRATION BLDG. RENO.
Renovation | $1,985,033

CAMPBELL CITY TAX COLLECTOR, CAMPBELL CITY, FL
New 11,102 SF | $4,454,556

BVL DRAINAGE REPAIRS
Repairs | $476,739

OSCEOLA COUNTY 2ND FLOOR ADMINISTRATION BLDG. RENO
Renovation | $38,452

FIRE STATION 73, REUNION, FL
New 12,456 SF | $4,841,540

OSCEOLA REALTOR ASSOCIATION, KISSIMMEE, FL
New 10,000 SF | $2,700,000

JOHNSON UNIVERSITY, KISSIMMEE, FL
New 12,931 SF | $3,228,724

OSCEOLA COUNTY SHERIFF'S TRAINING FACILITY, ST. CLOUD, FL
New 11,500 SF | $8,685,000

POINCIANA HIGH SCHOOL FIELD REHABILITATION
Renovation | $733,036

- Percentage of time to project: 100%
- Education: Bachelors in Science Business Administration, FL Southern College
- Over 10 years of construction experience

Phillip has more than 10 years of construction management experience. He has managed projects for Osceola, City of Kissimmee, and many private companies throughout Central Florida. During the construction phase he will be conducting weekly project meetings and will be responsible for cost and schedule control, subcontractor coordination and contract negotiation, timely RFI and shop drawing processing, final closeout and the warranty program.

RELEVANT PROJECT EXPERIENCE:

OSCEOLA COUNTY 1ST FLOOR ADMINISTRATION BLDG. RENO.
Renovation | Project Manager | $1,985,033

POINCIANA HIGH SCHOOL TENNIS COURT REPLACEMENT
Renovation | Project Manager | $320,386

CAMPBELL CITY TAX COLLECTOR, CAMPBELL CITY, FL
New 11,102 SF | Project Manager | $4,454,556

FIRE STATION 73, REUNION, FL
New 12,456 SF | Project Manager | $4,841,540

POINCIANA HIGH SCHOOL FIELD REHABILITATION
Renovation | Project Manager | $733,036

JOHNSON UNIVERSITY, KISSIMMEE, FL
New 12,931 SF | Project Manager | $3,228,724

CELEBRATION ATHLETIC FIELDS, CELEBRATION, FL
New 15,885 SF | Project Engineer | $2,773,866

CELEBRATION MAINTENANCE FACILITY, CELEBRATION, FL
New 10,000 SF | Project Engineer | $3,228,724

CENTRAL MEDICAL PLAZA, KISSIMMEE, FL
New 12,000 SF | Project Engineer | $1,800,000

GENERATION POINT/SHERIFF CLINIC, KISSIMMEE, FL
Renovation & Build-Out 12,000 SF | Project Engineer | $1,500,000

TEST KITCHEN AND CONFERENCE CENTER, KISSIMMEE, FL
New 6,000 SF | Project Engineer | $1,330,000

RICK SMALLISH
PROJECT MANAGER

- Percentage of time to Project: 100%
- Certifications: OSHA 10 & 30, Advanced Scaffolding & Rigging
- Over 26 years of Construction Management Experience
- Stormwater Inspector

Rick has more than 26 years of construction management experience. He has managed projects for Osceola, City of Kissimmee, and many private companies throughout Central Florida. Rick will assist Phillip in the preconstruction process. During the construction phase he will be conducting weekly project meetings and will be responsible for cost and schedule control, subcontractor coordination, buyout, and contract negotiation, timely RFI and final closeout.

RELEVANT PROJECT EXPERIENCE:

BVL DRAINAGE REPAIRS
Repairs | Project Manager | $476,739

CAMPBELL CITY TAX COLLECTOR, CAMPBELL CITY, FL
New 11,102 SF | Superintendent | $4,454,556

FIRE STATION 73, REUNION, FL
New 12,456 SF | Superintendent | $4,841,540

CELEBRATION ATHLETIC FIELDS, CELEBRATION, FL
New 15,885 SF | Superintendent | $2,773,866

POINCIANA HIGH SCHOOL FIELD REHABILITATION
Renovation | Superintendent | $733,036

CITY ST. CLOUD WATER TREATMENT PLANT, ST. CLOUD, FL
New 11,000 SF | Superintendent | $1,100,000

WEST BEND MUTUAL INSURANCE CAMPUS EXPANSION, WEST BEND, WI
Addition 200,000 SF | Superintendent | $65,000,000

OCONOMOWOC MEMORIAL HOSPITAL, OCONO, WI
Addition 156,000 SF | Superintendent | $45,000,000

***As the Safety Coordinator for Arnco Construction there have been zero jobsite incidents.**

QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR
The undersigned hereby acknowledges that
Richard Smallish
has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program
November 20, 2015
Hal Lunsford
Inspector Number 34176
Beth Alvi

CAMERON BRYANT
SUPERINTENDENT

- Percentage of time to Project: 100%
- Certifications: OSHA 30 Certified
- Over 5 years of Construction Experience

Cameron has 5 years of construction experience. As Superintendent he will participate in pre-construction services including the safety plan. During the construction phase he will oversee all daily jobsite activities. Cameron will be responsible for quality control, daily logs, scheduling of all material and testing along with security, weekly project meetings, schedule adherence and final completion.

RELEVANT PROJECT EXPERIENCE:

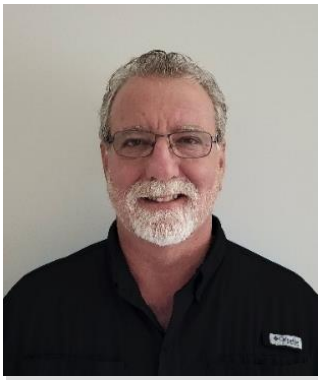
OSCEOLA COUNTY SHERIFF TRAINING FACILITY, ST. CLOUD, FL
New 11,500 SF | Assistant Superintendent | $8,685,500

BVL DRAINAGE REPAIRS
Repairs | Superintendent | $476,739

OSCEOLA COUNTY 1ST FLOOR ADMINISTRATION BLDG. RENO.
Renovation | Assistant Superintendent | $1,985,033

POINCIANA HIGH SCHOOL TENNIS COURT REPLACEMENT
Renovation | Assistant Superintendent | $320,386

JIM KOVACH
SUPERINTENDENT



- Percentage of time to Project: 100%
- 40 years of Construction Experience
- OSHA 30
- Storm Water pollution Prevention
- Tilt Wall

Jim has over 40 years of onsite construction Supervision experience of. Jim will oversee all daily field operations and ensure proper site safety and construction progress are executed. Jim has extensive experience in tilt wall construction and is a great addition to our team.

RELEVANT PROJECT EXPERIENCE:

UPTOWN ALTAMONTE, ALTAMONTE SPRINGS, FL
New 41,000 SF | Superintendent | $11,400,000

ORLANDO INTERNATIONAL AIRPORT MAIN TERMINAL
Interior 20,000 S.F. Renovation | Superintendent | $3,000,000

WALT DISNEY WORLD
New Construction Multiple projects | Superintendent | $8,200,000

SOUTHLAND CONTAINER BUILDING, ORLANDO, FL
New Tilt Wall | Superintendent | $4,000,000

PARKWAY BAPTIST CHURCH, ORLANDO, FL
New Construction | Superintendent | $2,200,000

PARK HILL TOWNHOMES, WINTER PARK, FL
New Construction | Superintendent | $30,000,000

MAUS NISSAN, NEW PORT RICHEY, FL
Renovations and Addition | Superintendent | $3,300,000

PORT CHARLOTTE HONDA
Renovations and Addition| Superintendent | $5,000,000

L.A. FITNESS MUTLIPLE LOCATIONS
New 45,000 S.F. Tilt Wall | Superintendent | $4,500,000

TURTLE CROSSING, CORAL SPRINGS, FL
New 80,700 S.F. Tilt Wall | Superintendent | $17,000,000

TRACTOR SUPPLY, ORLANDO, FL
New Construction| Superintendent | $1,470,000

NOODLE FACTORY, ORLANDO, FL
New 25,000 S.F. Tilt Wall | Superintendent | $11,000,000

TODD EMERY
SUPERINTENDENT

- Percentage of time to Project: 100%
- Over 40 years of Field Construction Experience
- Construction Management Experience

Todd will oversee all on-site activities and coordination of the project field staff. He will ensure quality standards are consistently achieved throughout project completion. Todd has more than 40 years of construction experience with expert knowledge in Masonry and concrete work.

RELEVANT PROJECT EXPERIENCE:

OSCEOLA COUNTY ADMIN BUILDING RENOVATIONS
Interior Renovations | Superintendent | $1,985,033

OSCEOLA COUNTY 3RD FLOOR RENOVATIONS
Interior Renovations | Superintendent | $257,439

CHINESE CHURCH
New 3,800 SF | Superintendent | $733,036

POINCIANA HIGH SCHOOL FIELD REHABILITATION
Football Field Rehab | Assistant Superintendent | $733,036

CITY OF KISSIMMEE PERMITTING OFFICE
Interior Renovations | Assistant Superintendent | $116,000

CENTRO CRISTIANO
New 8,625 SF | Superintendent | $1,655,000

ST. CLOUD PHARMACY
Interior Renovations | Assistant Superintendent | $280,000

JOHNSON UNIVERSITY KISSIMMIEE, FL
Addition 12,931 SF | Assistant Superintendent | $3,228,724

KIM COVER
PROJECT ENGINEER/
PROJECT ACCOUNTANT

- Percentage of time to Project: 50%
- Education: Associate in Arts
- Over 21 years of Construction Administration Experience
- Has a thorough knowledge of CMAR documentation

Kim will provide administrative support to the Project Manager and Superintendent. Kim has 21 years of experience processing submittals, RFI's, Invoices, owner direct purchases and tracking project expenditures. Kim will ensure the most up-to-date information is always readily available to the project team.

RELEVANT PROJECT EXPERIENCE:

OSCEOLA COUNTY 1ST FLOOR ADMINISTRATION BLDG. RENO.
Renovation | Project Engineer | $1,985,033

POINCIANA HIGH SCHOOL TENNIS COURT REPLACEMENT
Renovation | Project Engineer | $320,386

CAMPBELL CITY TAX COLLECTOR, CAMPBELL CITY, FL
New 11,102 SF | Project Engineer | $4,454,556

OSCEOLA REALTOR ASSOCIATION, KISSIMMEE, FL
New 10,000 SF | Project Engineer | $2,700,000

FIRE STATION 73, REUNION, FL
New 12,456 SF | Project Engineer | $4,841,540

CELEBRATION ATHLETIC FIELDS, CELEBRATION, FL
New 15,885 SF | Project Engineer | $2,773,866

CELEBRATION PRESBYTERIAN EDUCATION BLDG, CELEBRATION, FL
New 15,885 SF | Project Engineer | $2,773,866

JOHNSON UNIVERSITY, KISSIMMEE, FL
New 12,931 SF | Project Engineer | $3,228,724

CITY OF KISSIMMEE PERMITTING OFFICE
Interior Renovations | Project Accountant | $116,000

OSCEOLA COUNTY SHERIFF'S TRAINING FACILITY, ST. CLOUD, FL
New 11,500 SF | Project Accountant | $8,685,000

CELEBRATION RESIDENTIAL OWNER'S ASSOC. ATHLETIC FIELDS
New | Project Engineer | $3,568,110

BOARD OF COUNTY COMMISSIONERS AV UPGRADES, KISSIMMEE, FL
Renovations | Project Engineer | $125,000

Subcontractors: Proposers must list any subcontractors that shall be used to accomplish the scope of services. If no subcontractors are going to be used, indicate as such.

ANTICIPATED SUBCONTRACTORS

Arnco Construction will determine a list of well-qualified subcontractors based on the scope of services. Once this is completed, we will follow a detailed plan to solicit qualified subcontractors to bid on City of Kissimmee projects. Below are a few Subcontractors we have worked with on previous projects :

- Jr Davis Construction Company, Kissimmee, FL 34741
- Camcor Site Development, St. Cloud, FL 34771
- WD Site Development, St. Cloud, FL 34772
- Greener Gardens, St. Cloud, FL 34771
- H&O Sod Inc., St. Cloud, FL 34769
- BR Concrete, St. Cloud, FL 34774
- BNG Construction, Sanford, FL 34772
- Mike Hammond Masonry, St. Cloud, FL 34772
- Vaughn Masonry. St. Cloud, FL 34771
- Twin City Welding & Erection, St. Cloud, FL 34771
- St. Cloud Welding & Fabrication, St. Cloud, FL 34772
- Cato Steel Company. Winter Park, FL
- Linscott Plumbing Services, Inc., St. Cloud, FL 34771
- Discount Plumbing Inc., St. Cloud, FL 34771
- Energy Master Systems, Inc., St. Cloud, FL 34769
- Air Control Heating & Air Conditioning, Sanford, FL 32771
- Del-Air Heating, AC & Refrigeration, Inc., Sanford, FL 32771
- Hanson, Walter & Associates, Kissimmee, FL 34741
- Johnson's Surveying, Inc., Kissimmee, FL 34744
- Osceola Engineering Inc., St. Cloud, FL 34769
- Universal Engineering, West Palm Beach, FL 33411
- Austin Environmental Consultants, Kissimmee, FL 34744
- Don Schmidt Contracting & Roofing, St. Cloud, FL 34769
- Lundberg Construction, Inc., St. Cloud, FL 34772
- Statewide Cabinets, Inc., Kissimmee, FL 34744
- Glenco Industries, Inc., Orlando, FL 32809
- Clear Choice Glass, Kissimmee, FL 34744
- Mike Egitto Stucco, St. Cloud, FL 34771
- Paramont Stucco & Design, Kissimmee, FL 34744
- Kissimmee Carpet & Tile, Kissimmee, FL 34741
- Room at a Time, St. Cloud, FL 34769
- Tile It, Kissimmee, FL 34741
- A&L Statewide Painting, St. Cloud, FL 34769
- Terry's Electric Inc., Kissimmee, FL 34741
- CT Lilly Electric, Inc., St. Cloud, FL 34769
- Folsom Electric & Air, LLC., St. Cloud, FL 34769
- John's Electric, Inc., St. Cloud, FL 34769
- Segler Industries, Inc. St. Cloud, FL 34772
- Classic Drywall, Inc., Kissimmee, FL 34744
- United Wall Systems, Winter Garden, FL 34787
- GSE Drywall Company, St. Cloud, FL 34771
- Paul Johnson Acoustical Ceilings, St. Cloud, FL 34771
- Don's Acoustics, Inc., Orlando, FL 32806
- Eagle Fire Protection, Winter Garden, FL 34787

Litigation: Please list any past and/or pending litigation or disputes, relating to the work described herein, that the proposer's firm has been involved in within the last five (5) years. This list shall include the project name and the nature of the litigation

Arnco Construction has no past or pending litigation relating to our work during the last five years or the past twenty-nine

5. Financial Information

Financial Information: Provide and official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.

SouthState

Nic Braun
4898 East Irlo Bronson Memorial Hwy
Saint Cloud, FL 32827
O. 407.936.7851
M. 407.738.7850
niclas.braun@
SouthStateBank.com

Arnco Construction, Inc.
1110 Pennsylvania
Saint Cloud, FL 34769

January 5, 2023

To Whom This May Concern,

This letter shall provide a reference for Arnco Construction, Inc. Arnco Construction, Inc. has been a CenterState Bank and now SouthState Bank customer since December 2, 2002. Their combined average depository account balance is consistently in the mid six figure range. All the loans and accounts with the company are handled as agreed. Currently, there is no amount due from Arnco Consutruction, Inc.

Please do not hesitate to reach out on my phone at 407.936.7851 if you have any questions.

Sincerely,

Nic Braun

Nic Braun
Assistant Vice President, Commercial Relationship Manager I

1. Insert disclosures here if needed.
NMLS ID# 403455. Equal Housing Lender. Member FDIC.

800.277.2175 | **SouthStateBank.com**

Insurance Certificates: Provide copies of your current liability and workers' compensation Certificates of Insurance.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2023

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	CONTACT NAME: Tambi Hasanbik
Brown & Brown of Florida, Inc. 2290 Lucien Way Suite 400 Maitland FL 32751	PHONE (A/C, No, Ext): (407) 660-8282 FAX (A/C, No): (407) 660-2012 E-MAIL ADDRESS: Tambi.Hasanbik@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne National Insurance Company	14167
INSURER B : Ategrity Specialty Insurance Company	16427
INSURER C : American Builders Insurance Company	11240
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Arnco Construction, Inc.
1110 Pennsylvania Ave
Saint Cloud FL 34769-3750

COVERAGES CERTIFICATE NUMBER: CL22122295917 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			563000215-02	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			01-P-XL-P70001461-1	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV 0016604 20	01/02/2023	01/02/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER

**Arnco Construction, Inc.
1110 Pennsylvania Ave
Saint Cloud FL 34769-3750

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

FLORIDA FARM BUREAU INSURANCE COMPANIES **P.O. BOX 147030** **GAINESVILLE, FLORIDA 32614-7030**	COMPANIES AFFORDING COVERAGES: Company Letter **A:** **Florida Farm Bureau General Ins. Co.** Company Letter **B:** **Florida Farm Bureau Casualty Ins. Co.**
NAME AND ADDRESS OF INSURED: ARNCO CONSTRUCTION INC 1110 PENNSYLVANIA AVE SAINT CLOUD FL 034769	

The policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN **THOUSANDS**	
	General Liability: ☐ Commercial General Liability (Occurrence Form) ☐ Owner's & Contractor's Protective ☐ Farmer's Personal Liability				General Aggregate Products-completed operations aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
B	**Automobile Liability:** ☐ Any auto ☐ All owned autos ☒ Scheduled autos ☒ Hired autos ☒ Non-owned autos	ABF 1301517	02/20/23	02/20/24	Combined Single Limit Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	$ 1000 $ $ $
	Excess Liability: ☐ Umbrella Form ☐ Other than Umbrella form				Each Occurrence $	Aggregate $
	Employers Liability: ☐ Farm Employer's Liability ☐ Farm Employee's Medical					$ (Each Occurrence) $ (Each Employee)
	Other:					$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:
#RFQ2023-002 Construction and Renovation Services on a Task Authorization up to $500,000

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

COUNTY CODE 49 DATE ISSUED 01/09/23

Serviced by OSCEOLA County Farm Bureau

JUDY HERSTICH, INC
AUTHORIZED REPRESENTATIVE

93-7-692 (Rev. 5/93)

State of Florida
Department of State

I certify from the records of this office that ARNCO CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on June 17, 1994.

The document number of this corporation is P94000045669.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 24, 2023, 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 Twenty-fourth day of January, 2023

GREAT SEAL OF THE STATE OF FLORIDA * IN GOD WE TRUST *

Secretary of State

Tracking Number: 1336304903CC

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

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

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P94000045669

Entity Name: ARNCO CONSTRUCTION, INC.

Current Principal Place of Business:

1110 PENNSYLVANIA AVENUE
SUITE 110
ST. CLOUD, FL 34769

Current Mailing Address:

1110 PENNSYLVANIA AVENUE
SUITE 104
SAINT CLOUD, FL 34769 US

FEI Number: 59-3253396

FILED
Jan 24, 2023
Secretary of State
1336304903CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

ARNOLD, BENJAMIN W
1110 PENNSYLVANIA AVENUE
ST. CLOUD, FL 34769 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: BENJAMIN W ARNOLD 01/24/2023
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	D	Title	P, D
Name	ARNOLD, GEORGE W	Name	ARNOLD, BENJAMIN W
Address	1110 PENNSYLVANIA AVENUE	Address	1110 PENNSYLVANIA AVENUE
City-State-Zip:	ST. CLOUD FL 34769	City-State-Zip:	ST. CLOUD FL 34769
Title	VP	Title	S
Name	HUGHES, EDITH	Name	MCCUBBIN, DEATA
Address	1110 PENNSYLVANIA AVENUE	Address	1110 PENNSYLVANIA AVENUE
City-State-Zip:	ST. CLOUD FL 34769	City-State-Zip:	ST. CLOUD FL 34769

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DEATA MCCUBBIN SECRETARY 01/24/2023
Electronic Signature of Signing Officer/Director Detail — Date

Attachment "A"

Conflict of Interest Statement

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the City of Kissimmee ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the procurement(s) identified above, or the entities evaluated or selected for the project(s).

Date: February 13, 2023

Printed Names	Signatures
Benjamin Arnold	

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Attachment "C"

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFQ2023-002** PROJECT NAME: **Construction and Renovation Services on a Task Authorization**

THE CITY OF KISSIMMEE WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY OF KISSIMMEE MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR 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 CANCELLATION OF THE CONTRACT BY CITY OF KISSIMMEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Arnco Construction, Inc.

Signature | President (Title) | 2/13/2023 (Date)

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was signed and acknowledged before me this 13 day of February, 2023, by Benjamin Arnold who has produced (Print or Type Name)

_____ as identification.
(Type of Identification and Number)

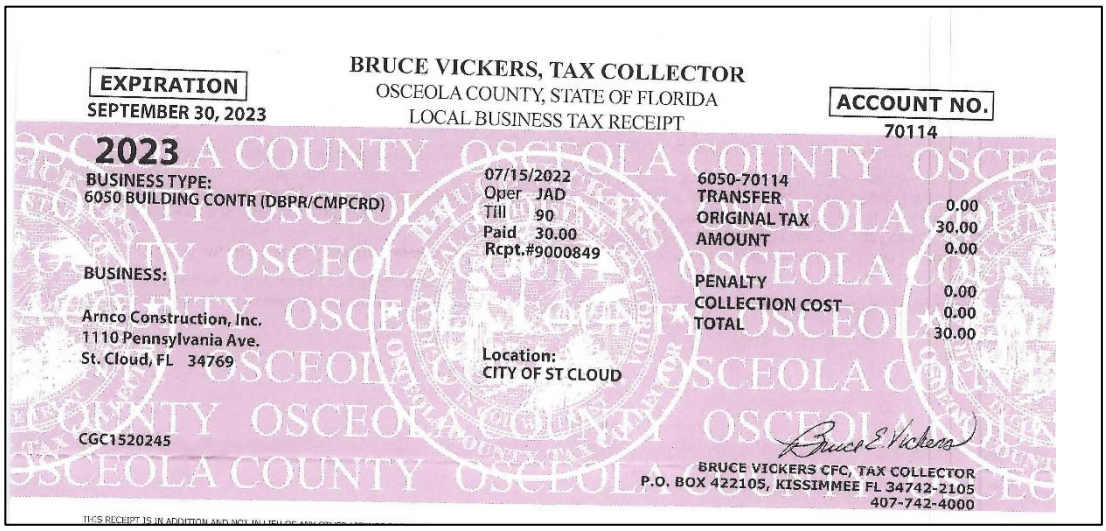
Kimberle Cover
Notary Public Signature

Kimberle Cover
Printed Name of Notary Public

HH 299175 9/26/26
Notary Commission Number/Expiration

KIMBERLE COVER
Commission # HH 299175
Expires September 26, 2026

18



BRUCE VICKERS, TAX COLLECTOR
OSCEOLA COUNTY, STATE OF FLORIDA
LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2023

ACCOUNT NO.
70114

2023

BUSINESS TYPE:
6050 BUILDING CONTR (DBPR/CMPCRD)

07/15/2022
Oper JAD
Till 90
Paid 30.00
Rcpt.#9000849

6050-70114
TRANSFER 0.00
ORIGINAL TAX 30.00
AMOUNT 0.00
PENALTY 0.00
COLLECTION COST 0.00
TOTAL 30.00

BUSINESS:

Arnco Construction, Inc.
1110 Pennsylvania Ave.
St. Cloud, FL 34769

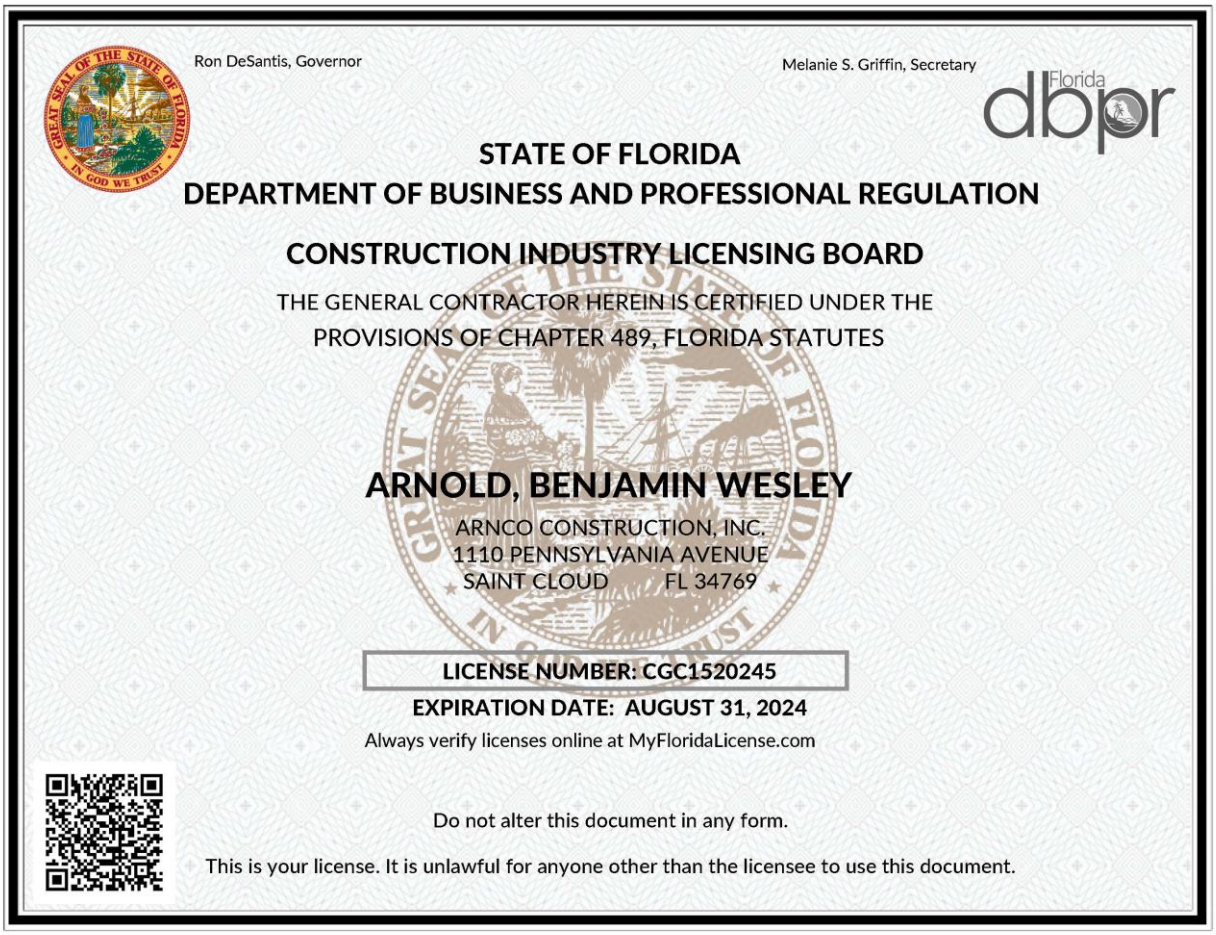
Location:
CITY OF ST CLOUD

CGC1520245

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ARNOLD, BENJAMIN WESLEY

ARNCO CONSTRUCTION, INC.
1110 PENNSYLVANIA AVENUE
SAINT CLOUD FL 34769

LICENSE NUMBER: CGC1520245

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Arnco Construction, Inc.

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1110 Pennsylvania Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Saint Cloud, FL 34769

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
[5][9] – [3][2][5][3][3][9][6]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/13/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

ARNCO CONSTRUCTION

TAB B
Similar Projects

B. Similar Projects-Tab "B"

- To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last two (2) years or currently underway by the proposer's firm, as follows:
  1. Client name, address, phone, fax number and email address
  2. Description of all services provided.
  3. Performance period and,
  4. Total annual amount of contract

EXPERIENCE

Members of the Arnco team have completed projects for Osceola, Brevard, Seminole, Lake and Orange Counties with details provided on team member resumes. Our team has provided the scope of services as outlined in this Professional Services Solicitation and we have successfully completed projects for the City of Kissimmee. Arnco has maintained continuing service contracts with Osceola County and The School District of Osceola County and Valencia Community College for projects ranging from $2 Million - $10 Million.

PROJECT: POINCIANA HIGH SCHOOL TENNIS COURT REPLACEMENT

1. CLIENT:

The School District of Osceola County,
Mark Scheuer, Senior Project Manager
817 Bill Beck Blvd, Kissimmee, FL 34744
Ph. 407-518-2952

2. DESCRIPTION OF ALL SERVICES PROVIDED:

Remove and replace the existing tennis courts.

3. PERFORMANCE PERIOD: November 2021

4. CONTRACT AMOUNT: $320,386.00

PROJECT: OSCEOLA COUNTY 1ST FLOOR ADMINISTRATION BUILDING RENOVATIONS

1. CLIENT:
Osceola County, Curt Diehl
1 Courthouse Square, Kissimmee, FL 34741
Ph. 407-402-0200

2. DESCRIPTION OF ALL SERVICES PROVIDED:
Renovate the permit office, health department, and engineering offices located on the 1st floor. Renovations included moving walls, electrical, plumbing, flooring, painting, and Acoustical ceiling. All work completed on an occupied facility.

3. PERFORMANCE PERIOD September 2022

4. CONTRACT AMOUNT: $1,985,033

PROJECT: BVL DRAINAGE REPAIRS

1. CLIENT:
Osceola County, Curt Diehl
1 Courthouse Square, Kissimmee, FL 34741
Ph. 407-402-0200

2. DESCRIPTION OF ALL SERVICES PROVIDED:
Repairs to drainage system located at BVL and Simpson Road.

PERFORMANCE PERIOD: September 2022

CONTRACT AMOUNT: $476,739.00

Fire Station 73 Site

Osceola County Stadium Drainage

PROJECT: OSCEOLA COUNTY 2ND FLOOR RENOVATIONS

CLIENT:
Osceola County, Curt Diehl
1 Courthouse Square, Kissimmee, FL 34741
Ph. 407-402-0200

DESCRIPTION OF ALL SERVICES PROVIDED:
Renovations to Administration building 2nd floor. Included replacement flooring and paint. All work was completed on an occupied facility.

PERFORMANCE PERIOD: 2

CONTRACT AMOUNT: $38,452.00

ARNCO CONSTRUCTION

TAB C
Project Approach

1. State your firm's technical approach to the project and the interpretation of the scope of services required.

TECHNICAL APPROACH

The Arnco team has completed multiple projects providing task authorization services and has a thorough understanding of the scope of services required. We are confident in providing these types of services and will perform without exception. We are prepared to work with your team members to achieve the goals and objectives for each project. Our team will take all necessary measures to ensure each project is completed meeting the City of Kissimmee's requirements.

Our approach to construction services is based on communication, careful planning, and inspections. We will implement the following procedures to ensure a smooth transition from pre-planning through completion:

- Work closely with the city representatives to meet project requirements.
- Determine the needed pre-construction activities specific to the project.
- Complete a detailed proposal.
- Establish a detailed plan outlining required tasks.
- Determine a project team including the subcontractors.
- Identify safety preparation requirements.
- Develop project specific safety plan
- Determine required equipment and manpower.
- Develop drawings and work procedures.
- Create project schedule.
- Project closeout and turnover

The detailed construction plan will outline all tasks to be performed such as the required measures to protect existing utilities and structures. If required for the project, we will locate all underground utilities within the work perimeter. Once this has been completed, we will verify all utilities have been terminated.

Our project plan will specify control measures needed to maintain a safe and secure work environment such as entry and exit procedures, decontamination of the facility and dust control. In the planning stage it is vital to determine any hazardous materials that will need to be identified and removed using the proper safety measures.

Once any required demolition or site preparation has been completed our team will perform project specific tasks clean-up, site restoration and demobilization. Arnco's project plan is designed to deliver safe and efficient execution with minimal impact on the surrounding areas.

2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.

MOBILIZATION AND EQUIPMENT

Once all pre-construction activities and submittals have been completed site mobilization will begin. Our team will have determined the required equipment and manpower needed. The detailed list of required equipment will be reviewed by our team and scheduled to arrive on site as needed. Arnco's on-site superintendent will verify the necessary equipment is on site per schedule. Our Project Manager will ensure that all needed resources are on site to perform the required tasks that will provide professional construction services to the City of Kissimmee.

Communication and inspection are an ongoing and crucial part of quality control measures. The superintendent performs onsite inspections of all work as it is completed. During the construction phase, daily inspections are performed and recorded to ensure safety standards are maintained throughout the project.

PROCUREMENT OF EQUIPMENT AND SUPPLIES

To ensure the needed equipment and supplies to complete a project are available and included in the Task Authorization, our pre-construction team takes the following steps:

- Carefully analyzing bid package for exclusions and significant price fluctuations
- Reviewing bids for errors
- Is the bidder reputable in their specific trade?
- Clear and concise subcontractor agreements
- Subcontractor's financial stability
- If new subcontractor relationship, can they provide trade references and adequate manpower.

QUALITY MANAGEMENT

A top-quality project begins with preparation. The preconstruction team performs a thorough review of the plans and specifications. During this review, we check for constructability and accuracy to assist with design. Providing feedback to the designers and owners, Arnco Construction also works closely with suppliers and subcontractors to ensure quality materials are being used that meet the intended design criteria. During construction, our on-site supervision for this project has the knowledge needed to maintain quality standards. The following tools will be used to maintain quality standards throughout construction:

- Thorough Submittal reviews
- Mock-ups allowing team members to review assemblies.
- Weekly subcontractor meetings to review schedule and quality control.
- Weekly Foreman meetings where key trade supervisors review submittals and address any concerns.
- Pre-Warranty walk-thru to ensure that all items meet the owner's satisfaction.
- As-Built Drawings will be reviewed for accuracy and completion.

Communication and inspection are an ongoing and crucial part of quality control. Our project managers give very clear, written scopes to subcontracts to ensure understanding of the project, along with comprehensive one-on-one meetings. The superintendent performs onsite inspections of all work as it is completed. During the construction phase, daily inspections are performed and recorded to ensure quality workmanship is maintained throughout the project.

COMMUNICATION

Communication is key to fully understanding the project objectives. The system used for document management is clear and concise so each member of the project specific team can easily access information when needed. All documentation is maintained in a secure system with backups in place for emergency situations. We understand how important project reporting is to effective project communication. The following are advantages to our system of information management:

- User friendly reporting
- Detailed project tracking
- Easy access for data to make decisions.
- Create checklist for action plan.
- Easily provide information to owner and subcontractors
- Sharefile allows quick and easy access to bid packages and the most up-to-date project drawings.

3. Provide a clear statement of the specific service and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.

TEAM MEMBER ROLES

Principal-in-Charge, Ben Arnold, has been working in Osceola County for all of his 30 years in the construction industry. His responsibility is determining the team assigned to each project. Ben will be responsible for providing the City of Kissimmee with a project that is turned over on time and to the City of Kissimmee's satisfaction. He will provide Executive support by setting project goals and deadlines along with resolutions to project challenges when needed.

Project Manager, the assigned Project Manager (PM) will provide price estimates based on the scope requested by the City and ensure the needed equipment and supplies to complete the project are available, and included in the price proposal with a description of the work to be performed The PM will provide daily leadership for the project team along with constructability reviews and scheduling. He will develop the sequence of operations needed to create the project specific plan.

Project Superintendent- will oversee all daily jobsite activities of all subcontractors and ensure safety and quality standards are maintained. The Superintendent assigned to the project will implement daily jobsite tasks to maintain schedule requirements, implement control measures and follow safety requirements.

Project Engineer, Kim Cover will maintain project documentation which includes submittals, RFI log, and Owner Direct Purchases for materials. She will facilitate coordination meetings and distribute weekly owner and subcontractor meeting minutes.

4. Provide an implementation schedule for proposed services including any management and planning strategies.

SCHEDULING

Our project manager completes all project schedules in Primavera Suretrack using the Critical Path Method (CPM). This method considers the coordination of all activities and provides a plan that achieves the substantial completion date. Key elements that are used when creating a project schedule are:

- The owner's needs and required timeframes.
- Site mobilization
- Safety requirements
- Project budget
- Meeting with subcontractor to determine timeframes.
- Create project schedule.
- Jobsite logistics

During pre-construction our Project Manager will develop a schedule that meets the Owner's timeframes. During construction the schedule will detail daily activities and be closely monitored to adjust as the project requires. The project schedule will communicate expectations and deliver results.

5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

Arnco Construction will consider cost control opportunities in the pre-planning such as minimizing time needed to perform tasks, self-performing specific tasks and using local companies to perform as needed. As a local company founded in Osceola County over 29 years ago we understand the importance to the City of Kissimmee and the Community to use local businesses to perform these projects.

Controlling costs in today's market means accounting for both human resources and materials. We have a system in place to correctly assign costs to each aspect of a project at any given time in the construction phase. We strictly adhere to a purchase order system to account for all materials and labor for a specific job. The Project Manager can track project costs on a continuing basis to monitor cost control and possible opportunities for savings. We can continually make job cost projections for possible overruns or shortages to keep projects on budget. Reports are generated and reviewed at weekly manger meetings to adjust as needed.

ARNCO CONSTRUCTION

TAB D
Additional Information

CITY OF KISSIMMEE 1883

February 8, 2023

Addendum No. 1

Project: Construction and Renovation Services on a Task Authorization up to $500,000
Bid No: RFQ 2023-002

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: Criteria:
#5 financial information – what specifically are you looking for here? Do you have a questioner? Or an example of this requested info we can use as a go by? My bank doesn't know what to send.

Answer: A letter of good standing from a bank or financial institution will suffice. Bank statements are not required.

Question: Regarding Local Vendor Preference Policy, is there a local preference for this RFQ?

Answer: No

Question: The above refenced RFQ section 3.3 indicates that responses are required for Tabs A, B, C & E. However, D is omitted, is that a typo or should there be a section D. Please advise.

Answer: The Tab "E" in the bid package is a typo. Please see below.

D. Additional Information – Tab **"D"** (No Assigned Points).

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

1

Page 2 of 2

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

(Signature)

COMPANY NAME Arnco Construction

COMPANY ADDRESS 1110 Pennsylvania Ave, St. Cloud FL 34769

BY: _____ DATE: February 13, 2023
(signature)

Edith Hughes - Vice-President EMAIL: Edie@ArncoConstruction.com
(typed name/title of signer)

2

OSCEOLA COUNTY

1 Courthouse Square, Suite 4700
Kissimmee, FL 34741
osceola.org

November 08, 2022

RE: Letter of Recommendation for Arnco Construction

To Whom it May Concern:

I would like to recommend Arnco Construction as a qualified Construction Manager for continuing services with the Osceola County School District. I have had the opportunity to work with the Arnco Team on multiple projects. Arnco was selected to provide Construction Manager at Risk Services for Osceola County. The Arnco Team has successfully provided CM services on some recent projects including Sheriff's Training Facility, Sheriff's Classroom Building, Campbell City Tax Collector Branch Office, and Fire Station 73.

Arnco has provided professional services on each of these projects and was exceptionally thorough in each phase of construction. In these challenging times Arnco Construction has proven themselves to be resourceful by working through potential schedule risks and effectively managing the budget of each of these projects.

Sincerely,

Curt Diehl
Facilities Management Director
Public Works
O: 407-742-0517
E: Curt.Diehl@osceola.org

be first to what's next.

OSCEOLA COUNTY
ASSOCIATION OF REALTORS,® INC.

To whom it may concern:

In 2019, the Osceola County Association of Realtors, Inc., the County's largest professional trade association, sought requests for proposals for a general contractor to oversee and construct a new multimillion-dollar state-of-the-art office. The 10-month project included demolition of the existing building and construction of a new two-story, 9,000 square foot office on our current site. Nine contractors sent bids and Arnco Construction was awarded the contract due to their willingness to work with our schedule and budget. Despite the challenges in 2020, Arnco secured subcontractors and the project started without delay.

From the beginning of the project, Arnco Construction took a very proactive approach. Arnco Vice President Sonny Fayne held bi-weekly construction meetings with us, his management team and our architect/project manager to keep us informed on the project. By doing this, the Arnco team was able to maintain open lines of communication, accelerate the construction schedule considerably and ensure any changes were made in a timely manner. Their level of commitment and attention to detail was integral to the success of our building project. The Superintendent and on-site staff were always available, respectful and professional. In addition, they continually adapted to our project modifications without complaint. When design issues occurred, the Arnco team provided valuable and mutually beneficial recommendations to keep the project on schedule and under budget.

Thanks to their hard work, we have a beautiful facility that has become a well-known landmark at the new intersection of Partin Settlement Road and Cross Prairie Parkway. I would highly recommend the professional services of Arnco Construction and without hesitation work with their team on future projects. If you have any questions or need additional information, please do not hesitate to contact me at (407) 846-0117, ext. 201.

Sincerely,

Twis H. Lizasuain

Twis H. Lizasuain
Chief Executive Officer

1105 Cross Prairie Parkway • Kissimmee, Florida 34744
Office (407) 846-0117 • Fax (407) 846-0217
www.osceolarealtors.org

Arnco Construction, Inc.
1110 Pennsylvania Ave.
St. Cloud, FL 34769
ph. 407.892.0111 / fax. 407.892.0053

ITEM 8.B

Approval to accept changes to Downtown Kissimmee Commercial Property Improvement Program

Request

Request Downtown CRA Board approval to amend the Commercial Property Improvement Program by increasing the maximum award and including additional eligible items to further expand this grant,

Explanation

Downtown Kissimmee CRA staff would like to increase the maximum award amount to help further incentivize businesses to utilize the grant and enable them to keep up with higher project costs. In addition, staff proposes that the program include additional eligible items to further expand this grant, including the inclusion of security cameras and alarm systems as eligible projects to ensure a safe downtown area.

Staff has made proposed updates to the Commercial Property Improvement Program to expand the maximum award amount from $25,000 to $30,000. Additionally, the program is proposed for expansion to include private art sculpture installations, parking lot improvements, and security and alarm systems as eligible projects to receive grant funding. Proposed changes to the 'Grant Agreement' reflect the new maximum amount of the grant.

Recommendation

Approval to amend the Commercial Property Improvement Program by increasing the maximum award and including the additional eligible items listed above to further expand this grant,

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Benjamin Burnett

Attachment(s):

1. DKCRA CPIP Grant Application and Policy- Final 2023
2. DKCRA CPIP Grant Agreement- Final 2023

Downtown Kissimmee Community Redevelopment Agency
Commercial Property Improvement Program

Introduction

Downtown Kissimmee contains a substantial number of historic and architecturally significant buildings. Collectively, these structures reflect the rich history and heritage that give Kissimmee its distinctive character.

Downtown Kissimmee CRA Boundaries: US192, John Young Pkwy, Lawrence Silas Blvd and Lakeview Drive. If you are unsure of the boundaries contact Benjamin Burnett at the CRA to verify.

Program Objectives

The primary objective of the Commercial Property Improvement Program (CPIP) grant is to encourage rehabilitation and preservation of commercial buildings by offering financial assistance of up to $30,000 in reimbursable funds as a 50/50 match.

Project Goals

Specific goals of the CPIP grant are as follows:

1. The elimination of blighting influences, rehabilitation or preservation of properties of special value for historical, architectural or aesthetic reasons.

2. The elimination of conditions detrimental to the health, safety, and welfare of the community.

PROCEDURE:

1. The application is submitted online only. CRA staff will determine if the proposed work is eligible for funding. Incomplete applications are not accepted and will be returned by email with a letter detailing the reasons for denial.

2. Applications are provided to the City of Kissimmee Development Services Department to evaluate its compliance with the Form Based Code and/or Historic Preservation if applicable.

3. Work cannot begin until the letter of approval is received by the applicant. Work commenced prior to the approval letter will invalidate the grant application and funding.

4. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.

5. Upon completion of the project with all inspections completed and all contractors and materials paid in full, verifiable through paid invoices. The Downtown Kissimmee CRA will provide grant funds in the amount approved. **Unapproved changes will void the grant**. If the applicant decides to change the project, the changes will need to be reviewed, and approved by staff; an additional letter of approval for the new changes will be generated and will be needed prior to beginning any work.

6. Funds are allocated until the grant funding is depleted. Once the grant is approved, the applicant will have six months to complete the project with a six- month extension upon written request and written approval by the CRA.

DISBURSEMENT OF FUNDS

1. Submit a copy of the approved building permits, if applicable.

2. Submit a paid invoice for reimbursement from the Contractor certifying the work as approved by the CRA Board is complete and all materials and labor paid in full.

3. Submit photographs of the completed project.

4. Reimbursement funds are disbursed within 4 to 6 weeks after project is completed and verified.

5. W9 is required for reimbursement. The grant funds are subject to taxes.

RELOCATION

It is not the intent of the Downtown Kissimmee CRA to engage in any rehabilitation activity that requires relocation activities.

NONDISCRIMINATION

The CPIP grant shall be available to anyone meeting the eligibility requirements, no one is denied because of race, color, national origin, gender or religion.

ELIGIBILITY REQUIREMENTS

Businesses within the designated CRA District are eligible to apply for the grant. CPIP grants are available on a first come, first approved basis for all eligible improvements. Approval is not automatic.

1. The business owner/tenant must hold a current Business Tax Receipt (BTR) and the property must be in the Downtown Kissimmee CRA district. Landlords applying for CPIP grants are not required to have a BTR.

2. Tenant is eligible to apply for a CPIP grant contingent upon a notarized letter of approval from the property owner.

3. Governmental entities, tenants of government owned properties, churches, non-profits, and tax-exempt properties are not eligible for this grant program.

4. Owners of construction related businesses are not eligible.

5. CPIP grant awards are limited to one (1) grant per property within a five (5) year time period. Multi-tenant properties should contact the CRA.

6. Properties with code enforcement violations are not eligible.

7. CPIP recipients must agree to display a DKCRA sign on their property while the project is in progress. Upon completion of project and disbursement of funds, DKCRA sign will be collected from CRA staff member.

8. Grant recipients are required to maintain improvements for a period of at least five (5) years.

ELIGIBLE IMPROVEMENTS

Awnings/Canopies

The awnings/canopies can be an addition or a replacement of an existing awning/ canopy. The awnings/canopies should be compatible with the building. Installation of awnings/canopies should be located in the front of the property.

Windows New or Replacement

Windows will incorporate the original historical appearance or provide a more traditional storefront appearance and will not include any tinting, opaque glass or, mirrored and reflective glass. Scaled elevation drawing which depicts the size, dimensions, and locations of window improvements or modifications including information from window manufacturer must be submitted with application.

Paint

New Paint is an aesthetic improvement on historical or conventional building structures; colors should complement the structure and surroundings.

Doors New or Replacement

A drawing which depicts the location and dimension of proposed door(s) including specifications from the door manufacturer must be submitted with application.

Exterior Lighting

Improvement and addition of exterior lighting that enhances a building and improves the pedestrian environment by illuminating the sidewalk are eligible. A drawing which depicts the location and dimension of proposed lighting including specifications from lighting manufacturer must be submitted with application and subject to CRA approval.

Private Art Sculpture Installation

Sculpture must receive a True Work of Art permit and an approved building permit for the installation. Sculpture must be on the exterior of the building and able to be viewed from a public right-of way by the public, but must be located on applicant's property. Sculpture may not be a sign for the business. For example, a pizza shop may not have a sculpture of a pizza for their True Work of Art.

Parking Lot Improvements

Improvement of existing parking lots that help to improve overall appearance of building. Must include three quotes and description of services. If adding landscaping or other features besides resurfacing, must include detailed drawings and plans.

Landscaping

Funding is for the new installation of landscaping (trees, plants, topsoil, mulch and irrigation). A landscape plan depicting a detailed tree and plant list must be submitted with the application.

Fire Suppression System
Installation of a new fire suppression system must improve the safety of residents and promote greater utilization of currently vacant or underutilized space. The building must not currently have a fire suppression system in place. A new fire suppression system is limited to restaurants and cafes. Plans for the design and installation of the fire suppression system must be submitted with application.

Grease Traps
The grease trap must be located inside the building or under the sink. The building must not currently have a grease trap in place. A new grease trap is limited to restaurants and cafes. Plans for the design and installation of the grease trap must be submitted with application.

Security Camera and Alarm Systems
Funding for a new security camera and alarm systems. Funding can only be used for installation of system to cover the public entrance and public parking lot of building.

INELIGIBLE IMPROVEMENTS

1. Interior Improvements except for Fire Suppressant Systems, Grease Trap, and Alarm System.

2. Structural Repairs.

3. Siding and Fences.

SUBMITTAL REQUIREMENTS

1. Submit the application online ONLY with all supporting documentation required on the checklist. Applications will be reviewed for completeness. Applications deemed incomplete will not be accepted and will be returned by email with a letter detailing the reasons for denial.

SUBMITTED APPLICATIONS ARE NOT AUTOMATICALLY APPROVED.

CPIP Grant # _____

CITY OF KISSIMMEE 1883

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL PROPERTY IMPROVEMENT PROGRAM
GRANT APPLICATION

This information is necessary to process a request for a grant within the CRA district. Please fill in all the blanks, using "none" or "not applicable" where necessary.

I. APPLICANT INFORMATION

Business Name: _____

Applicant Name: _____

Business Address: _____

Business Phone#: _____

Business Name: _____

Email Address: _____

Property Owner: _____

Mailing Address: _____

II. PROPOSED IMPROVEMENTS (Provide drawings and plans and a detailed description of the project)

Check all appropriate items that the project will include:

Doors	_____	Painting	_____
Windows	_____	Lighting	_____
Awnings/ Canopies	_____	Art Sculpture	_____
Landscaping	_____	Security/Alarm System	_____
Parking Lot Improvement	_____	Interior Improvements (Fire Suppression System or Grease Trap ONLY)	_____

III. PROPERTY INFORMATION

Property Parcel ID# _____

IV. PROPOSED IMPROVEMENTS COSTS (attach additional sheets if necessary).

Total Project Costs: $_____

This application will not be accepted without the items requested on the Checklist.

V. CHECKLIST FOR APPLICATION COMPLETENESS:

☐ Driver's License or State Issued ID.

☐ Copy of Business Tax Receipt, BTR.

☐ Notarized letter of approval from owner (if tenant).

☐ Detailed written description of proposed improvements, and plans.

☐ Scaled elevation drawing, size, dimensions and location of improvements.

☐ Construction and estimates from 3 independent licensed contractors.

☐ Current Pictures of property showing front and all sides of property.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸

☐ Exempt payee

Other (see instructions) ▸

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

CITY OF KISSIMMEE
101 N CHURCH ST
KISSIMMEE FL 34741-5054

City, state, and ZIP code

[redacted] account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

___ – __ – ____

Employer identification number

__ – _______

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▸ **Date** ▸

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL PROPERTY IMPROVEMENT PROGRAM GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district of the State of Florida, hereinafter referred to as the "DKCRA" and _____, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, GRANTEE currently operates an establishment in Downtown Kissimmee Redevelopment Area (the "Area") and its business fulfills the goals and objectives in the DKCRA Master Redevelopment Plan (the "Plan"); and

WHEREAS, the Plan promotes eradication of blight, historic preservation and optimizing the health, safety and welfare of the DKCRA; and

WHEREAS, the DKCRA established the Commercial Property Improvement Program (the "CPIP") as a vehicle to encourage rehabilitation and preservation of commercial buildings by providing matching grants of up to $30,000 for qualifying projects. The CPIP Grant Application/Policy is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, GRANTEE has submitted a CPIP application to the DKCRA, which was approved and is attached hereto as Exhibit "B"; and

WHEREAS, grant funds will specifically be used to _____; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which GRANTEE shall be awarded a CPIP grant.

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

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

2. **Exhibits**. The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits	**Description**
"A"	CPIP Grant Application/Policy
"B"	Grantees Application
"C"	Project Description

3. **Eligible Incentives.** GRANTEE shall receive a CPIP grant in the amount of _____.

4. **Grant Conditions and GRANTEE Obligations.**

a. GRANTEE agrees that all CPIP grant funding shall be used to _____ _____.

b. GRANTEE agrees to follow the procedures outlined in the DKCRA Grant Application/Policy and acknowledges receipt thereof.

c. GRANTEE's failure to meet the eligibility requirements and all obligations outlined in the CPIP Grant Application/Policy may also be considered a material breach of this Agreement.

d. GRANTEE agrees to maintain DKCRA funded improvements for five (5) years or provide full reimbursement of funds.

e. GRANTEE agrees to prominently display a DKCRA sign on the premises while the project is in progress.

6. **DKCRA Obligations**. The DKCRA agrees to award the GRANTEE a one-time CPIP grant in the amount of _____. The CPIP grant funds will be provided to the GRANTEE once the project is completed and GRANTEE has provided the DKCRA with invoices for compensable improvements within the scope of GRANTEE's application and this Agreement.

7. **Notice**. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CITY: Downtown Kissimmee Community Redevelopment Agency
City of Kissimmee, Development Services
Attn: Samia Singleton
101 Church Street
Kissimmee, Florida 34741

and

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

GRANTEE: _____

_____

_____

_____

8. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. DKCRA may terminate this Agreement immediately with notice to GRANTEE in the event of any breach of the conditions of the Agreement by GRANTEE, including non-performance of duties. In the event of termination, GRANTEE shall be required to reimburse the DKCRA for any grant funding received, if performance measures were not achieved.

9. **Severability**. All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

10. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.

13. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.

14. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.

15. **Entire Agreement.** This Agreement and all Exhibits hereto constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any agreement not contained herein shall not be binding on either Party, nor of any force or effect

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

(Signature page to follow)

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

CITY OF KISSIMMEE

_____
Craig Holland
Development Services Director

_____
Witness Signature

_____
Witness Printed Name:

_____
Witness Signature

_____
Witness Printed Name:

_____
(Grantee)

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2023, by _____, as _____ of _____, a _____, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced _____, as identification.

_____
SIGNATURE OF NOTARY

_____

PRINT NAME OF NOTARY

(SEAL) NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:_____

ITEM 8.C
Approval to accept changes to Commercial Property Improvement Program

Request

Request Vine Street CRA Board approval to amend the Commercial Property Improvement Program by increasing the maximum award and including additional eligible items to further expand this grant.

Explanation

Vine Street CRA staff requests approval to increase the maximum award amount to help further incentivize businesses to utilize the grant and enable them to keep up with higher project costs. In addition, staff proposes that the program include additional eligible items to further expand this grant, including the inclusion of security cameras and alarm systems as eligible projects to ensure a safe commercial corridor.

Staff has made proposed updates to the Commercial Property Improvement Program policy to expand the maximum award amount from $25,000 to $30,000. Additionally, the program is proposed for expansion to include private art sculpture installations, parking lot improvements, and security and alarm systems as eligible projects to receive grant funding. Proposed changes to the 'Grant Agreement' reflect the new maximum amount of the grant.

Recommendation

Approval to amend the Commercial Property Improvement Program by increasing the maximum award and including the additional eligible items listed above to further expand this grant,

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Benjamin Burnett

Attachment(s):
1. VSCRA CPIP Grant Agreement-Final 2023
2. VSCRA CPIP AppIication and Policy- Final 2023

VINE STREET COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL PROPERTY IMPROVEMENT PROGRAM
GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the **VINE STREET COMMUNITY REDEVELOPMENT AGENCY**, a special district of the State of Florida, hereinafter referred to as the "VSCRA" and _____, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, GRANTEE currently operates an establishment in the Vine Street Redevelopment Area (the "Area") and its business fulfills the goals and objectives in the VSCRA Master Redevelopment Plan (the "Plan"); and

WHEREAS, the Plan promotes eradication of blight, historic preservation and optimizing the health, safety and welfare of the VSCRA; and

WHEREAS, the VSCRA established the Commercial Property Improvement Program (the "CPIP") as a vehicle to encourage rehabilitation and preservation of commercial buildings by providing matching grants of up to $30,000 for qualifying projects. The CPIP Grant Application/Policy is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, GRANTEE has submitted a CPIP application to the VSCRA, which was approved and is attached hereto as Exhibit "B"; and

WHEREAS, grant funds will specifically be used to _____; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which GRANTEE shall be awarded a CPIP grant.

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

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

2. **Exhibits**. The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

Exhibits	**Description**
"A"	CPIP Grant Application/Policy
"B"	Grantees Application
"C"	Project Description

3. **Eligible Incentives.** GRANTEE shall receive a CPIP grant in the amount of _____.

4. **Grant Conditions and GRANTEE Obligations.**

a. GRANTEE agrees that all CPIP grant funding shall be used to _____ _____.

b. GRANTEE agrees to follow the procedures outlined in the VSCRA Grant Application/Policy and acknowledges receipt thereof.

c. GRANTEE's failure to meet the eligibility requirements and all obligations outlined in the CPIP Grant Application/Policy may also be considered a material breach of this Agreement.

d. GRANTEE agrees to maintain DKCRA funded improvements for five (5) years or provide full reimbursement of funds.

e. GRANTEE agrees to prominently display a VSCRA sign on the premises while the project is in progress.

6. **VSCRA Obligations**. The VSCRA agrees to award the GRANTEE a one-time CPIP grant in the amount of _____. The CPIP grant funds will be provided to the GRANTEE once the project is completed and GRANTEE has provided the VSCRA with invoices for compensable improvements within the scope of GRANTEE's application and this Agreement.

7. **Notice**. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CITY: Vine Street Community Redevelopment Agency
City of Kissimmee, Development Services
Attn: Samia Singleton
101 Church Street
Kissimmee, Florida 34741

and

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

GRANTEE: _____

_____

_____

_____

8. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. VSCRA may terminate this Agreement immediately with notice to GRANTEE in the event of any breach of the conditions of the Agreement by GRANTEE, including non-performance of duties. In the event of termination, GRANTEE shall be required to reimburse the VSCRA for any grant funding received, if performance measures were not achieved.

9. **Severability**. All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

10. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.

13. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.

14. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.

15. **Entire Agreement.** This Agreement and all Exhibits hereto constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any agreement not contained herein shall not be binding on either Party, nor of any force or effect

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

(Signature page to follow)

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

CITY OF KISSIMMEE

_____
Craig Holland
Development Services Director

_____
Witness Signature

_____
Witness Printed Name:

_____
Witness Signature

_____
Witness Printed Name:

_____
(Grantee)

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2023, by _____, as _____ of _____, _____, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced _____, as identification.

_____
SIGNATURE OF NOTARY

_____

PRINT NAME OF NOTARY

(SEAL) NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:_____

Vine Street Community Redevelopment Agency
Commercial Property Improvement Program

Introduction

The Vine Street corridor in Kissimmee contains a substantial number of historic and architecturally significant buildings. Opportunities abound with large commercial sites available for redevelopment, as well as hotels, retail establishments and restaurants. Collectively, these structures reflect the rich history and heritage that give Kissimmee and US192 its distinctive character.

Vine St CRA Boundaries: Denn John Lane, N. Bass Rd., Oak St., Columbia Avenue
If you are unsure of the boundaries, please contact Suzanne Negron at the CRA to verify.

Program Objectives

The primary objective of the Commercial Property Improvement Program (CPIP) grant is to encourage rehabilitation and preservation of commercial buildings by offering financial assistance of up to $30,000 in reimbursable funds as a 50/50 match.

Project Goals

Specific goals of the CPIP grant are as follows:

1. The elimination of blighting influences, rehabilitation or preservation of properties of special value for historical, architectural or aesthetic reasons.

2. The elimination of conditions detrimental to the health, safety, and welfare of the community, and the redevelopment of available sites.

PROCEDURE:

1. The application is submitted online only. CRA staff will determine if the proposed work is eligible for funding. Incomplete applications are not accepted and will be returned by email with a letter detailing the reasons for denial.
2. Applications are provided to the City of Kissimmee Development Services Department to evaluate its compliance with the Form Based Code and/or Historic Preservation if applicable.
3. Work cannot begin until the letter of approval is received by applicant. Work commenced prior to the approval letter will invalidate the grant application and funding.

4. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.
5. Upon completion of the project with all inspections completed and all Contractors and materials paid in full, verifiable through paid invoices. The Vine Street CRA will provide grant funds in the amount approved. **Unapproved changes will void the grant**. If the applicant decides to change the project, the changes will need to be reviewed, and approved by staff; an additional letter of approval for the new changes will be generated and will be needed prior to beginning any work.
6. Funds are allocated until the grant funding is depleted. Once the grant is approved, the applicant will have six months to complete the project with a six-month extension upon written request and written approval by the CRA.

DISBURSEMENT OF FUNDS

1. Submit a copy of the final building permits, if applicable.
2. Submit a paid invoice for reimbursement from the Contractor certifying the work as approved by the CRA Board is complete and all materials and labor paid in full.
3. Submit photographs of the completed project.
4. Reimbursement funds are disbursed within 4 to 6 weeks after project is completed and verified.
5. W9 is required for reimbursement. The grant funds are subject to taxes.

RELOCATION

It is not the intent of the Vine Street CRA to engage in any rehabilitation activity that requires relocation activities.

NONDISCRIMINATION

The CPIP grant shall be available to anyone meeting the eligibility requirements, no one is denied because of race, color, national origin, gender or religion.

ELIGIBILITY REQUIREMENTS

Businesses within the designated CRA District are eligible to apply for the grant. CPIP grants are available on a first come, first approved basis for all eligible improvements. Approval is not automatic.

1. The business owner/tenant must hold a current Business Tax Receipt (BTR) and the property must be in the Vine Street CRA district. Landlords applying for CPIP grants are not required to have a BTR.

2. Tenant is eligible to apply for a CPIP grant contingent upon a notarized letter of approval from the property owner.

3. Governmental entities, tenants of government owned properties, churches, non-profits, and tax-exempt properties are ineligible for this grant program.

4. Owners of construction related businesses are not eligible.

5. CPIP grant awards, including awards for landscaping, are limited to one (1) grant per property within a five (5) year time period. Multi-tenant properties should contact the CRA.

6. Properties with code enforcement violations are ineligible.

7. CPIP recipients must agree to display a VSCRA sign on their property while the project is in progress. Upon completion of project and disbursement of funds, VSCRA sign will be collected by CRA staff member.

8. Grant recipients are required to maintain improvements for a period of at least five (5) years.

ELIGIBLE IMPROVEMENTS

Awnings

The awnings can be an addition or a replacement of an existing awning. The awnings should be compatible with the building. Installation of awnings should be above storefront opening or along the storefront.

Windows New or Replacement

Windows will incorporate the original historical appearance or provide a more traditional storefront appearance and will not include any tinting, opaque glass, or

mirrored and reflective glass. Scaled elevation drawing which depicts the size, dimensions, and locations of window improvements or modifications including information from window manufacturer must be submitted with application.

Paint

New Paint is an aesthetic improvement on historical or conventional building structures; colors should complement the structure and surroundings.

Doors New or Replacement

A drawing which depicts the location and dimension of proposed door(s) including specifications from the door manufacturer must be submitted with application.

Exterior Lighting

Improvement and addition of exterior lighting that enhances a building and improves the pedestrian environment by illuminating the sidewalk are eligible. A drawing which depicts the location and dimension of proposed lighting including specifications from lighting manufacturer must be submitted with application and subject to CRA approval.

Private Art Sculpture Installation

Sculpture must receive a True Work of Art permit and an approved building permit for the installation. Sculpture must be on the exterior of the building and able to be viewed from a public right-of way by the public, but must be located on applicant's property. Sculpture may not be a sign for the business. For example, a pizza shop may not have a sculpture of a pizza for their True Work of Art.

Landscaping

Funding is for the new installation of landscaping (trees, plants, topsoil, mulch and irrigation). A landscape plan depicting a detailed tree and plant list must be submitted with the application.

Parking Lot Improvements

Improvement of existing parking lots that help to improve overall appearance of building. Must include three quotes and description of services. If adding landscaping or other features besides resurfacing, must include detailed drawings and plans.

Fire Suppression System

Installation of a new fire suppression system must improve the safety of residents and promote greater utilization of currently vacant or underutilized space. The building must not currently have a fire suppression system in place. A new fire suppression system is limited to restaurants and cafes. Plans for the design and installation of the fire suppression system must be submitted with application.

Grease Traps

The grease trap must be located inside the building or under the sink. The building

must not currently have a grease trap in place. A new grease trap must be submitted with application.

Security Camera and Alarm Systems
Funding for a new security camera and alarm systems. Funding can only be used for installation of system to cover the public entrance and public parking lot of building.

INELIGIBLE IMPROVEMENTS

1. Interior improvements except for Fire Suppressant Systems, Grease Trap, and Alarm System.

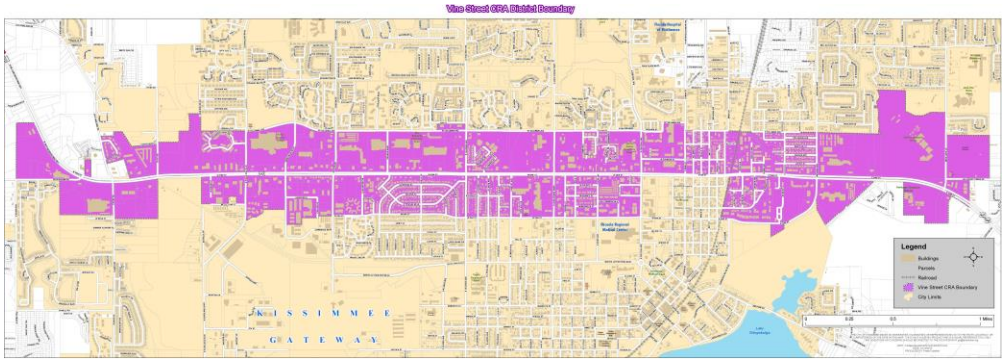
2. Structural Repairs.

3. Siding and Fences.

SUBMITTAL REQUIREMENTS

1. Submit the application online ONLY with all supporting documentation required on the checklist. Applications will be reviewed for completeness. Applications deemed incomplete will not be accepted and will be returned by email with a letter detailing the reasons for denial.

SUBMITTED APPLICATIONS ARE NOT AUTOMATICALLY APPROVED.



CITY OF KISSIMMEE 1883

VINE STREET COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL PROPERTY IMPROVEMENT PROGRAM
GRANT APPLICATION

This information is necessary to process a request for a grant within the CRA district. Please fill in all the blanks, using "none" or "not applicable" where necessary.

I. APPLICANT INFORMATION

Business Name: _____

Applicant Name: _____

Business Address: _____

Business Phone #: _____

Business Name: _____

Email Address: _____

Property Owner: _____

Mailing Address: _____

II. PROPOSED IMPROVEMENTS (Provide drawings and plans and a detailed description of the project)

Check all appropriate items that the project will include:

Doors	_____	Painting	_____
Windows	_____	Lighting	_____
Awnings/ Canopies	_____	Art Sculpture	_____
Landscaping	_____	Security/Alarm System	_____
Parking Lot Improvement	_____	Interior Improvements (Fire Suppression System or Grease Trap ONLY)	_____

III. PROPERTY INFORMATION

Property Parcel ID# _____

IV. PROPOSED IMPROVEMENTS COSTS (attach additional sheets if necessary).

Total Project Costs: $_____

V. CHECKLIST FOR APPLICATION COMPLETENESS:

☐ Driver's License or State Issued ID.

☐ Copy of Business Tax Receipt, BTR.

☐ Notarized letter of approval from owner (if tenant).

☐ Detailed written description of proposed improvements and plans.

☐ Scaled elevation drawing, size, dimensions and location of improvements.

☐ Construction and estimates from 3 independent licensed contractors.

☐ Current Pictures of property showing front and all sides of property.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸

☐ Exempt payee

Other (see instructions) ▸

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

CITY OF KISSIMMEE
101 N CHURCH ST
KISSIMMEE FL 34741-5054

City, state, and ZIP code

[redacted] account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

___ – __ – ____

Employer identification number

__ – _______

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▸ **Date** ▸

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ITEM 8.D
University of Central Florida (UCF) Business Incubator Annual Update and Contract Renewal

Request

Approval and authorization for the Mayor to sign the one-year Interlocal Agreement with Osceola County and the University of Central Florida (UCF) Research Foundation, Inc., relating to the UCF Incubator - Kissimmee; beginning October 01, 2023, though September 30, 2024.

Explanation

Approval of this agreement will provide funding for the UCF Kissimmee Business Incubator. The Incubator will remain in the County-owned building located at 400 W. Emmett Street for one additional year. Extending this agreement for an additional year gives the county time to advance the sale and private redevelopment of the building at 400 W. Emmett Street, where the Incubator currently operates. It is anticipated that the UCF Incubator will need to find another location after FY2023-24. This one-year agreement will give all parties time to find a future home for the UCF Incubator within the City.

The funding terms of this agreement remain constant for the City at $150,000 for FY2023-24. Together with the County's contribution of $60,000 and in-kind usage of 400 W. Emmett Street, this interlocal partnership covers much of the UCF Incubator's operating expenses.

The UCF Business Incubation Program (BIP) is a university-driven, community partnership between the University of Central Florida, the Florida High Tech Corridor Council, Orange, Osceola, Seminole and Volusia Counties, and the cities of Apopka, Kissimmee, Orlando, and Winter Springs. This economic development partnership is specifically designed to help businesses create and sustain jobs in the community. In turn, this job growth spurs economic growth throughout the Central Florida region. This is accomplished though mentoring services, access to business building resources, and providing connections to a variety of support organizations to accelerate growth.

The Incubation program has been active in Osceola County for approximately thirteen years. The City and County have had an annual funding agreement with the UCF BIP since the Kissimmee location opened in 2010. The University of Central Florida Research Foundation, Inc., operates the UCF Kissimmee Incubator, with emphasis on attracting and nurturing early stage and aspiring entrepreneurs, with a focus on scalable technology innovations and emphasis on microelectronics, semiconductors, aviation tech and medical industries, all with a goal of recruiting and/or maintaining at least ten (10) incubator client companies during any given period.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110603 503434		Decrease	$150,000	$150,000

Financial Summary:

City of Kissimmee

Pending City Commission approval of the FY2023-24 budget, funds for this agreement are available in the Economic Development Department's "Other Contract Services" account.

Recommendation

City Staff recommends approval of this Interlocal Agreement that will provide funding for the UCF Business Incubator - Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Arthur Tomerlin

Attachment(s):
1. (S) - UCF Kissimmee Incubator Interlocal Funding Agreement - Final RF Signed

INTERLOCAL AGREEMENT BY AND AMONG
THE CITY OF KISSIMMEE, FLORIDA,
OSCEOLA COUNTY FLORIDA and
THE UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
RELATING TO THE UCF INCUBATOR
FISCAL YEAR 2024

THIS AGREEMENT is made this 1st day of October 2023, by and between, the City of Kissimmee, a Florida municipal corporation, (hereinafter referred to as "City"), Osceola County, a political subdivision of the State of Florida, (hereinafter referred to as "County"), collectively referred to as the "Local Governments", and the University of Central Florida Research Foundation, Inc., a 50l(c)(3) Not For Profit Corporation (hereinafter referred to as "UCFRF") and a direct support organization and instrumentality of the University of Central Florida Board of Trustees (hereinafter referred to as "UCF"), and each Party to this Agreement represent as follows:

WITNESSETH

WHEREAS, Chapter 166.021, Florida Statutes, authorizes the City to exercise any power for municipal purposes, except when expressly prohibited by law or constitution; and

WHEREAS, Chapter 125.045, Florida Statutes, authorizes the County to conduct economic development; and

WHEREAS, Chapter 163.01, Florida Statutes, authorizes local governments to enter into Interlocal Agreements for the mutual benefit of regional governmental entities or divisions thereof; and

WHEREAS, the Local Governments find that it is in the best interest of its residents and the local economy to invest in programs and projects, both public and private, which introduces new business and industry that diversifies the economy, advance research and technology, and creates new employment and higher wage opportunities for our residents; and

WHEREAS, the UCF Business Incubation Program (UCFBIP) has provided vital business development resources resulting in over 300 local startup companies reaching their potential faster and graduating into the community where they continue to grow and positively impact the local economy. In 2022, current incubator clients supported over 1,200 employees and generated over $120M in revenue. Nineteen companies graduated from the program and remained in the local community.

WHEREAS, since the opening of UCFBIP, UCF and UCFRF have partnered with local governments in Orange, Osceola, Seminole, and other counties and municipalities across the state to create additional businesses and technology incubator facilities in the Central Florida region; and

WHEREAS, the Local Governments wish to provide certain funding to UCFRF, in

accordance with this Agreement, for purpose of continuing operation of the developed general business incubator (hereinafter referred to as "Project"), located within the City of Kissimmee, and UCFRF wishes to accept said funding and work with the Local Governments by providing the management, operation, recruitment, publicity, as well as other services relating to the Project; and

WHEREAS, the Local Governments have determined that it shall serve the public interest and economic advantage of all Parties to enter into an Interlocal Agreement for the Project as same is a powerful economic development engine designed to accelerate growth and promote the success of entrepreneurial companies through business support resources, services developed by the incubator management and through a network of contacts. Companies utilizing the resources and services of the Project have the potential to create jobs and economic improvement for the community, develop and commercialize new technologies, and strengthen the local and regional economies; and

NOW THEREFORE, in consideration of the terms, conditions, provisions and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Agreement is to provide continued funding to UCFRF to operate a general business incubator in Osceola County and to memorialize the Parties' respective duties and responsibilities.

Section 3. Term. The term of this Agreement shall be for one (1) year beginning on October 1, 2023, and ending on September 30, 2024. Any Party may terminate the Agreement effective at the end of each year by delivering written notice to the other Parties at least 30 days prior to the end of the year.

Section 4. Description of the Project. The Project will be a general business incubator with emphasis on local and regional targeted industries. UCFRF will operate the incubator, provide management, technical assistance and coaching and mentoring services to businesses. It will provide office space, meeting rooms, shared equipment, and basic technology support. It will advertise and market the incubator to attract early stage and aspiring entrepreneurs, with a focus on scalable technology innovations and emphasis on microelectronics, semiconductors, aviation tech and medical industries all with a goal of retaining at least ten (10) incubator client companies at any single time. The goal of this Project is to produce healthy firms and successful businesses that are no longer dependent on the services of the incubator, and which graduate from the Project financially viable, freestanding, and having created new jobs. The facility in which the Project is housed shall be named the UCF Business Incubator-Kissimmee.

Section 5. Covenant of UCFRF. UCFRF covenants and agrees it shall:

A). Occupy the County owned building for a term of one (1) year, approximately 11,700 square feet of space located at 400 W Emmett Street, Kissimmee. The lease space includes office

space, common meetings/conference rooms, shared common areas for equipment, kitchen/breakroom, and other support spaces, as necessary.

B). Retain one full-time professional incubator manager and one full-time administrative assistant. These individuals shall be UCF employees and will be subject to UCF and UCFRF policies and procedures.

C). UCFRF will submit quarterly reports to the County and the City no more than thirty (30) days following the end of each quarter until this Agreement is terminated. Within this report, the UCFRF must show the amount of tenant space leased, the types of businesses present, the number of jobs created the number of workshops held, and other mutually agreed upon metrics that track project performance.

Section 6. Covenant of City. The City covenants and agrees it shall:

A). The City shall pay One Hundred Fifty Thousand Dollars ($150,000.00), at the start of this Agreement.

B). The City's performance and obligation to pay under this Agreement for fiscal year 2024 are contingent upon a specific appropriation by the City Commission. UCFRF acknowledges that this Agreement is not a commitment of future appropriations. Failure by the City to annually appropriate funds specified herein shall be considered timely notice of termination pursuant to Section 3.

Section 7. Covenant of the County. The County covenants and agrees to the following terms governing Project funding provided by the County: The maximum funding provided by the County for the entire term of this Agreement shall not exceed Sixty Thousand Dollars ($60,000.00). Said funding shall be used solely for expenses incurred for the staffing and operations which are directly related to the Project Facility. Disbursement of the funding shall be as follows:

A). The County shall pay Sixty Thousand Dollars ($60,000.00) at the start of this agreement.

B). The County's performance and obligation to pay under this Agreement for fiscal year 2024 are contingent upon a specific appropriation by the Board of County Commissioners. UCFRF acknowledges that this Agreement is not a commitment of future appropriations. Failure by the County to annually appropriate funds specified herein shall be considered timely notice of termination pursuant to Section 3.

C) UCFRF will continue to lease the County-owned property located at 400 W. Emmett St. in Kissimmee in accordance with the terms of the lease agreement executed on September 16, 2019. Per Section 3.03(a) the term of the lease is to be extended without further action of the Parties to match the term of any renewal or extension of the Interlocal Funding Agreement.

D). In the event the County issues a purchase order, memorandum, letter or any other instrument addressing the services, work and funding to be provided and preformed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter or other instrument is for the County'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.

Section 8. Press Releases. The Parties agree to notify each Party of any press or publicity, regarding the subject matter of this Agreement. Any press releases or known media exposure should be forwarded to the person designated in the notices.

Section 9. Accounting, Inspection and Auditing Requirements. UCFRF agrees to maintain accurate accounting information and financial records regarding the Project in conformity with generally accepted accounting principles. The Local Governments shall have the right, at its own expense, and upon reasonable notice to conduct an audit of records and accounting procedure during normal business hours at the office of UCFRF where said records are stored. The records shall be retained by UCFRF for a period of three (3) years after the termination or completion of this Agreement or until a full audit is completed, whichever comes first. The Local Governments shall retain the right to audit the records during the three (3) year retention period. The Local Governments shall also retain the right to conduct during normal business hours an audit, at its own expense and upon reasonable notice, within sixty (60) days of the effective date of this Agreement to determine whether UCFRF has the ability to fulfill its contractual obligations to the satisfaction of any Local Government. Each Local Government has the right to terminate this Agreement based upon the findings in its audit without regard to any notice requirement for termination. No later than thirty (30) days prior to the first year of operation anniversary date and each year's anniversary date thereafter, UCFRF shall submit to the Local Governments a financial statement for the Project and its operation for the current year. Said financial statement shall contain a report specific to the use of each Local Government's funding.

Section 10. Project Records Requirements. UCFRF agrees to maintain accurate project information and incubator records regarding the Incubatee's participation in the Project. Such records include the name of the business, the type of business, graduate business, exit business (exit without graduation) and such other relevant information to examine the success of the incubator.

Section 11. Incubator Advisory Board. The City, County and UCFRF shall establish a Project Advisory Board ("Board") for the purpose of reviewing operations and funding to assist and help create a working synergy between the Facility and existing local business and industry, and to provide general support to the Project Staff. The Board shall be comprised of two (2) members appointed by the City, two (2) members appointed by the County, and two (2) members appointed by UCFRF. Rules and procedures for the Board shall be established by the Board, as soon as practical and as deemed necessary, after the Board's first meeting. The Board shall meet as frequently as is required to accomplish the purposes contained herein; however, not less than

two (2) times per year. In addition, UCFRF shall allow one (1) member appointed by the City be a part of the UCFRF Incubation Program Advisory Board which oversees all of the incubators operated by UCFRF, when said Advisory Board is active.

Section 12. Assumption of Risk. All persons employed to perform hereunder on behalf of UCFRF are employees of UCF. To the extent permitted by law and without waiving any sovereign immunity it may enjoy, UCFRF and UCF assume any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCFRF and UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCFRF and/or UCF. To the extent permitted by law and without waiving any sovereign immunity it may enjoy, the City assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the City's officers, employees, servants and agents or other persons acting or engaged to act by the City in furtherance of the obligations of the City under this Agreement, not inconsistent with Florida law.

To the extent permitted by law and without waiving any sovereign immunity it may enjoy, the County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the County's officers, employees, servants and agents, or other persons engaged to act by the County in furtherance of obligations of the County under this Agreement.

Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 13. Insurance. UCFRF shall maintain general liability insurance as is customary and usual for facilities similar in nature to the Project Facility. The Local Governments acknowledge that UCF is self-funded for liability for both public and property. UCFRF shall also provide the Local Governments certificates of insurance and a written verification of all insurance covering the Project Facility, upon Local Governments request.

Section 14. Force Majeure. In the event UCFRF or the Local Governments fail to satisfy a requirement of this Agreement in a timely manner due to a hurricane, flood, tornado, a war, terrorist act, major upheaval or other acts of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect, to the extent such performance is practicable after such event.

Section 15. Default. If any party is found by any other to be in default of any terms of provisions of this Agreement, the Party or Parties not in default must notify the Party in default in writing. Said default shall be remedied or brought into compliance by the Party in default within thirty (30) days receipt of the notice. In the event the defaulting party fails to timely correct or remedy the event of the default, unless the time to cure period is extended in writing by the Parties,

the non-defaulting party may declare the Agreement in default and pursue any remedy available by law or equity against the defaulting Party. Each Party waives the right to dispute resolution pursuant to Chapter 164, Florida Statutes.

Section 16. Compliance with Laws and Regulations. In performing under this Agreement, the Parties shall abide by all applicable laws, statutes, ordinances, rules, and regulations pertaining to, or regulation the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement. UCFRF, 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.

Section 17. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third Party not a formal Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

Section 18. Assignment. This Agreement. and the rights and privileges established by it shall not be assigned or transferred in whole or in part by any Party without the advanced written consent of all other Parties. which consent may be granted or withheld in any Party's sole discretion, and any attempted assignment or transfer without the consent of all other Parties shall be null, void and of no legal effect.

Section 19. Modification of Agreement. Any waiver, alteration, or modification of any part of provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by all Parties.

Section 20. Applicable Law, Venue and Waiver of Jury Trial. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. Venue of all actions shall be Osceola County, Florida. Each Party waives the right to a jury trial.

Section 21. Time. Time of the essence in this Agreement and this provision shall apply to all terms and conditions contained herein.

Section 22. Notices. Whenever either Party desires to give notice to the other, notice may be sent to:

City of Kissimmee
Attn: City Manager
101 Church Street
Kissimmee, FL 34741

University of Central Florida Research Foundation, Inc.
Attn: Amanda Coveney
12201 Research Parkway, Ste. 501
Orlando, FL 32826-3246

Osceola County
Attn: Osceola County Manager
I Courthouse Square, Suite 4700
Kissimmee, FL 34741

Either Party may change by written notice as provided herein, the addresses or persons for receipt of notices. All notices and other communications given pursuant to this Agreement to be served, given, or delivered upon either Party shall be in writing and shall be sent by registered mail, or return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5^{th}) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service of said notice accepted same).

Section 23. Public Records

Local Governments acknowledges that UCFRF is a direct support organization of UCF, and accordingly, acknowledge UCFRF's exemption to section 119, Florida Statutes, as provided under section 1004, Florida Statutes. If UCFRF will act on behalf of the Local Governments as a "contractor", as provided under section 119.0701, Florida Statutes, then UCFRF, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall to the extent permitted by law:

1. Keep and maintain public records required by the Local Governments to perform the service.

2. Upon request from the Local Government's custodian of public records, provide the Local Government 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 UCFRF does not transfer the records to the Local Government.

4. Upon completion of the contract, transfer, at no cost, to the Local Government all public records

in possession of the UCFRF or keep and maintain public records required by the Local Government to perform the service. If the UCFRF transfers all public records to the Local Government upon completion of the contract, the UCFRF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the UCFRF keeps and maintains public records upon completion of the contract, the UCFRF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Local Government, upon request from the Local Government's custodian of public records, in a format that is compatible with the information technology systems of the Local Government.

5. If the UCFRF acts as a "contractor", as provided under section 119.0701, and if the UCFRF does not comply with a public records request, the Local Governments shall enforce the contract provisions in accordance with the contract.

Section 24. No Partnership. Nothing in this Agreement shall be construed to establish an agency, partnership or joint venture relationship between the Local Governments and UCFRF or UCF, nor any employer/employee relationship with any Incubatee. In addition, it is agreed by the parties hereto that, at all times and for all purpose within the scope of this Agreement, UCFRF and UCF are independent of the Local Governments, and UCFRF and UCF, and their employees, subcontractors, representatives and the like, shall not be entitled to any of the rights, privileges or benefits of an employee of any of the Local Governments.

Section 25. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 26. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable or otherwise contrary to the purpose and intent of this Agreement.

Section 27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 28. Construction of Agreement. This Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

Section 29. No Public Rights Created. Nothing herein shall create or be construed to be created any rights in and/or for the benefit of the general public, except as may be expressly permitted by Grantee.

Section 30. Entire Agreement. This Agreement constitutes the entire Agreement between the

Parties and supersedes all previous discussions, understandings and Agreements between the Parties relating to the subject matter of this Agreement.

Section 31. 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, condition or right of election, but same shall remain in full force and effect.

Section 32. Conflict of Interest. UCFRF certifies that it and UCF have not employed or retained any company or person, other than a bona fide employee working solely for UCFRF or UCF, to solicit or secure this Agreement and that he/she 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 Local Governments shall have the right to terminate this Agreement immediately without liability and without regard to the notice requirements of Section 22 hereof.

Section 33. Equal Opportunity Employer. UCF is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. UCFRF will further ensure that all individuals, corporations, or other entities it utilizes for the Project will comply with all equal opportunity employment laws.

Section 34. Bankruptcy or Insolvency. If UCFRF shall file 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 UCFRF shall be appointed in any proceeding brought by or against UCFRF, or if UCFRF shall make an assignment for the benefits of creditors, or proceedings shall be commenced on or against UCFRF's operations of the premises, the Local Governments may terminate this Agreement immediately.

Section 35. Other Funding Sources. Nothing contained in this Agreement herein shall prevent the City, County or UCFRF from seeking funding from other sources for purposes to include, but not to be limited to, expanding the Project, offsetting operating costs, the purchase of tangible assets or other available funding to offset funding already committed or issued by the City or County.

In Witness Whereof the Parties have executed this Agreement for the purposes herein expressed the day and year first written above.

Witnesses:

Robin Huss

Robin Huss

Printed Name

Shannon Brodbeck

Shannon Brodkorb

Printed Name

UCF Research Foundation, Inc.

Amanda Coveney, Assistant Director

ATTEST:

Witnesses:

_____

_____

Printed Name

_____

_____

Printed Name

City of Kissimmee, Florida

_____

ATTEST:

_____

Approved as to form and Legality

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By:_____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

_____

ITEM 8.E
Advisory Board Vacancies: Parks and Recreation and Police Pension Advisory Board

Request

The Commission is requested to make an appointment to fill a vacancy due to the death of a member of the Parks and Recreation Advisory Board and a recent resignation on the Police Pension Board.

Explanation

In July 2023, the City was notified of the passing of Board Member Guillermo Hansen, leaving a vacancy on the Parks and Recreation Advisory Board. The remaining term for that vacancy will expire on May 31, 2025. Seat # 5 will be assigned to the vacancy.

The City was notified of the resignation of Mr. Stephen Kartje from the Police Pension Board, creating an open vacancy. The remaining term for the vacancy will expire on September 30, 2025. Seat # 1 will be assigned to the vacancy.

The Commission will have 30-days to make the appointment or an extension will be necessary. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 5: Mayor Gonzalez **One application on file*	09/12/2023	Parks & Recreation Advisory Board	05/31/2025	Member must be a City Resident.
Seat #1: Commissioner Castano **One application on file*	10/03/2023	Police Pension Board	09/30/2025	Member must be a City Resident.

Recommendation

Staff recommends the Commission make an appointment to fill the open vacancies on the Parks and Recreation and Police Pension Advisory Boards.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Linda McCoy Application - PARAB
2. Carlynn Rothey Application - PPB

Linda L .McCoy 2403 W. Orange Blvd. Kissimmee, Florida 34741
407 / 535 /1338 llmccoy731@ gmail.com

SUMMARY:

I have had 45 years of hands on work experience I multiple positions in central Florida. I believe you're never too old, it's never too late to experience new challenges. You never stop learning and growing. I'm so excited to begin this part of my life's journey. My work ethic is to execute with excellence. My main priority is to deliver the best customer service possible with great results.

SKILLS:

Team Leadership is leading by example and knowing it takes a "TEAM" to bring about success.

Strong verbal communication includes listening with your head and your heart, saying the right words and being very careful to display the proper body language.

EDUCATION:

Austintown Fitch High School, took Creation Therapy Phycology through Heartland, Sarasota Academy Christian Counseling. Adult Education after being a wife, mother and a grandmother, completed my GED at 60 years old, excelling in writing and public speaking.

WORK HISTORY:

20 years Walgreens, applied my customer service skills to each position held.

Managed Fun in the Sun Fashions, retail clothing, handled buying, scheduling 5 employees, all aspects of the store.

Managed Dandee Bread Store. Ordered, banking sales outreach.

Managed Pizza Hut Old Town, Front of the House. Delegating all duties.

Thank you for your consideration,

Linda Lou McCoy

City of Kissimmee Advisory Board Member Application

Name *

Linda
First

McCoy
Last

Address *

2403 Orange Blvd..
Street Address

Kissimmee,
City

Florida
State/Region/Province

34741
Postal / Zip Code

United States
Country

Phone *

4075351338

Alternate Phone

4075358557

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email *

llmccoy731@sgmail.com

Name of Employer *

Walgreens

Employer City *

Kissimmee

Business Phone

4078475252

Please select an alternate advisory board you wish to serve on. *

Parks & Recreation Advisory Board

Please select the primary advisory board you wish to serve on. *

Historic Preservation Board

City of Kissimmee Advisory Board Member Application

Are you a resident of the City of Kissimmee? *

- (•) Yes, I am a resident.
- ( ) No, I am not a resident.

Do you own or operate a business in the City of Kissimmee? *

- (•) No, I do not own or operate a business in Kissimmee.
- ( ) Yes, I own or operate a business in Kissimmee.

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

served on the PLANNING ADVISORY BOARD FOR 4 YEARS

Do you have any special skills or certifications?

A resident of Kissimmee since 1962, lived and ran business' in city limits since arriving. Aheart for the betterment of the city. communication skills

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Are you a member of any of the following minority groups? *

- (•) None of the above
- ( ) African American
- ( ) Asian American
- ( ) Hispanic American
- ( ) Native American
- ( ) American Woman

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.

Are you physically disabled?

- (•) No, I am not physically disabled.
- ( ) Yes, I am physically disabled.

Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.

Please attach your resume or proof of qualification and/or licenses.

Capture.PNG

125 Country Creek Lane, Kissimmee, Fl. 34746 (407) 288-7904 carlynn@mail.com

Carlynn Rothey

Objective

Customer Service Agent Silver Airways LLC

Career Experience

2019 - 2020
Advent Health Hospital Celebration **Celebration, Florida**
Care Navigator

- **Scheduling**
- **Coordination with Hospitalists, Nursing and Case Management**
- **Prioritization of patient scheduling based on discharge.**
- **Patient schedule processing through Athena.net, Cerner, and doctor network to assist in out-patient care coordination for patients discharged home, with home health or to Assisted Living Facilities**

2014 - Present Real Estate Sales Associate **Florida, USA**

2010 – 2013
Eurofighter GmbH **Hallbergmoos, Germany**
Executive Assistant

- **Program Assistant to the T3,VP**
- **HR Coordination**
- **Correspondence**
- **Presentation Preparation**
- **Event Management**
- **Team, Time and Travel Coordination**

2008 - 2010
NBC Universal **Munich,Germany**
Executive Assistant

- **Assistant to CEO and Management Team**
- **HR Coordination**
- **Correspondence**
- **PresentationPreparation**
- **Event Management**
- **Travel Coordination**
- **Time Management**

2007 - 2008 Zeitfuchs Zeitarbeit **Munich,Germany**
Administrative Assistant

- **ProSiebenSat.1MediaAG**
- **InterTriumph Marketing**

125 Country Creek Lane, Kissimmee, Fl. 34746 (407) 288-7904 carlynn@mail.com

Carlynn Rothey

2005 - 2007 Webasto AG **Stockdorf, Germany**
CFO Assistant

- **Correspondence**
- **Quarterly Planning**
- **HR Planning Corporate**
- **Presentation Preparation**
- **Event Management**
- **Travel Coordination**
- **Time Management**

2003 - 2005 BMW Group
Munich, Germany
Team Assistant Market Trend Research Department

- **Event Management**
- **Presentation Preparation**
- **Travel Coordination**
- **Time Management**

1990 - 2003 International Runway and Photo Model
Ford Modelling Agency

Education

1993 - 1996
Ludwig Maximillians Universitaet
Munich, Germany
1987 - 1989
University of Rhode Island
S.Kingston, RI USA
1987
Barrington High School

City of Kissimmee Advisory Board Member Application

Name *

Carlynn
First

Rothey
Last

Address *

125 Country Creek Lane
Street Address

Kissimmee
City

FL
State/Region/Province

34746
Postal / Zip Code

United States
Country

Phone *

4072887904

Email *

carlynn@mail.com

Name of Employer *

The Southrn Group of Florida Inc

Are you a resident of the City of Kissimmee? *

- (•) Yes, I live in the City of Kissimmee
- ( ) No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- (•) Yes, I own/operate a business in the City of Kissimmee
- ( ) No, I do not own/operate a business in the City of Kissimmee

Legal Name of Business Owned by Applicant *

Your Homr Orlando Realtor

City of Kissimmee Advisory Board Member Application

Address of Business Owned by Applicant *

125 Country Creek Lane

Street Address

Address Line 2

KIssimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

Please select all advisory boards you wish to serve on: *

- [x] Board of Adjustment
- [x] Citizens' Police Review Advisory Board
- [x] Historic Preservation Advisory Board
- [x] Kissimmee Charter Academy Board
- [x] Parks & Recreation Advisory Board
- [x] Pension Board - Fire
- [x] Pension Board - General Employee
- [x] Pension Board - Police
- [x] Planning Advisory Board

Please select your highest level of education you have obtained. *

Some College

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Amnesty International active member, Harbor House Grants Assistant 2013-2015, Give Kids The World active member

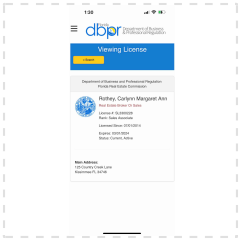
Do you have any special skills or certifications?

Languages Spanish, German and English, Licensed Realtor

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

City of Kissimmee Advisory Board Member Application

Please attach your resume or proof of qualification and/or licenses.



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Formal_Resume_2021.pdf

What do you consider to be the role of a school in your child's overall development? *

I do not have children

What do you consider to be the positive features a charter school has that other public schools do not? *

They offer opportunities for education where there formerly were none

What do you consider to be negative aspects a charter school has that other public schools do not? *

I do not think there are negative aspects

Describe aspects of current public schools you would like changed? Please be specific and explain how they should be changed. *

Schools need to be a place where children have opportunities to prepare themselves for the chances they want in life.

What is your philosophy regarding establishment of a standard of dress for students? *

Children should be accustomed to proper presentation in formal and casual environments.

Please explain your philosophy regarding student discipline. *

Structure and discipline vary by student and age group. Children need to understand there are baseline etiquette that are required in society so that respect is shown to everyone equally.

City of Kissimmee Advisory Board Member Application

Are you interested in your child attending the Kissimmee Charter School? If so, please explain why.*

I do not have children

Collection of Demographic Information

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics for some types of advisory boards.

Are you a member of any of the following minority groups?*

- ○ Hispanic
- ◉ White, non-hispanic
- ○ Black or African American
- ○ American Indian or Alaska Native, non-hispanic
- ○ Asian
- ○ Native Hawaiian or other Pacific Islander

What is your gender?*

- ○ Man
- ◉ Woman

Are you physically disabled?*

- ○ Yes, I am physically disabled
- ◉ No, I am not physically disabled

Certification & Requirements Acknowledgement

By filing this application with the City of Kissimmee and placing my signature below, I do hereby acknowledge the following:

City of Kissimmee Advisory Board Member Application

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLICRECORD under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.

3. I consent to filing the Statement of Financial Interests (Form 1) for the Board of Adjustment, any Pension Board, and the Planning Advisory Board upon the appointment to such board. http://www.ethics.state.fl.us

4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the online Guide to Sunshine Amendment and Code of Ethics.

5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

Carlynn Rothey