



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 26, 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 Proclamation - Hispanic Heritage Month in honor of Guillermo "Bill" Hansen

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final 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.B Public Hearing - Second and Final 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.C Public Hearing - Second and Final 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

4.D Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance (Re-advertised)

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

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 5.A Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for Fiscal Year 2023-2024 in accordance with Florida Statute 163.387.
- 5.B Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for Fiscal Year 2023-24

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 5.C Adoption by Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2023-2024.
- 5.D Public Hearing - Resolution Approving an Inventory List of Municipally Owned Property

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 September 12, 2023 meeting
- 7.B Authorization to accept funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program
- 7.C Toho Grande - Final Plat, Minor Subdivision (DRC# SR-23-0001)
- 7.D Osceola Square Lot 6 Replat - Final Plat (DRC# SR 21-0005)
- 7.E Space/Use Permit Renewal for Terry's Electric
- 7.F Authorization to trade-in shotguns
- 7.G Amendment No. 1 to Federal Aviation Administration Grant Agreement for Airport Project - Design Taxiway Delta Improvements
- 7.H First Amendment to the Community Development Block Grant Subrecipient Agreement between the City of Kissimmee and Osceola Council on Aging, Inc. - Building Strong Families Continuing Education Program - Pathways
- 7.I First Amendment to the Community Development Block Grant Program Contract for Public Improvements between the City of Kissimmee and Metro Consulting Group, LLC
- 7.J Continuing Contract Services for Stormwater Monitoring Data Host

- 7.K Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program
- 7.L Approval to award bid IFB# 2023-004 to Premier Lawn Maintenance, LLC. for landscape services
- 7.M Transfer Between the Stormwater Fund and the General Fund for a Four-Wheel Drive Vehicle
- 7.N Approval to Accept State Funding Agreement #HL205 with the Florida Department of Commerce for the Haven on Vine Project

8. DISCUSSION ITEMS

- 8.A Kissimmee Main Street Annual Update and approval of the Kissimmee Main Street Services Agreement for Fiscal Year 2023-2024.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.B Approval of the Kissimmee Main Street Services Agreement for Fiscal Year 2023-2024

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.C Advisory Board Vacancies: Parks and Recreation, Police, and Fire Pension Boards

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

Proclamation - Hispanic Heritage Month in honor of Guillermo "Bill" Hansen

Request

The request is for the City Commission to present a proclamation to Yolanda and Yanin Hansen in memory of Guillermo "Bill" Hansen.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Hispanic Heritage Month 2023

Proclamation



HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month, dates back to 1968 and begins each year from September 15 to October 15; and

WHEREAS, during this special month, we want to take a moment to honor the memory of Guillermo "Bill" Hansen, a distinguished resident of Kissimmee, who through his remarkable life had a profound influence and exemplified the spirit of Hispanic Heritage; and

WHEREAS, Hansen's entrepreneurial spirit led him to establish a travel agency and become one of the first Hispanic pioneers in the Central Florida tourism industry, helping shape the landscape of the Orlando International Airport and contributing to the growth of Kissimmee's hospitality sector; and

WHEREAS, Hansen's legacy extended beyond tourism as he founded El Osceola Star, the longest running bilingual newspaper in the state of Florida, which has provided valuable news and information to the Kissimmee Hispanic community for over three decades; and

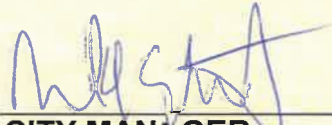
WHEREAS, he was a dedicated business leader, founding the Hispanic Business Council of the Kissimmee Chamber of Commerce and organizing cultural events that enriched the lives of countless individuals in our city, as well as serving in various boards, such as Osceola Center for the Arts and the Parks and Recreation Advisory Board for the City; and

WHEREAS, Hansen also left a lasting legacy in education, serving as trustee for institutions that benefited Kissimmee residents; and

WHEREAS, during National Hispanic Heritage Month, let us remember Guillermo's legacy and the values he embodied, and let us strive to follow in his footsteps as we celebrate diversity and the heritage of our great city. Kissimmee desires to have a permanent record of gratitude for his community service; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee hereby proclaim the month of September 15- October 15, 2023 as "**Hispanic Heritage Month**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 26th day of September, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 4.A

Public Hearing - Second and Final 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 Second and Final 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. Additionally, this ordinance allows KPD officers to order a tow of a vehicle on public property in certain situations.

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Police

Presenter: Betty Holland

Attachment(s):

1. 2023 parking ordinance update and creating impound ordinance w markup
2. (S) - 2023 parking ordinance update and creating impound ordinance clean
3. Publishing Affidavit from Osceola Gazette (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 ticket~~citation~~ or paying the citation.

- (b) Parking Violation Notice. ~~If any person who was issued a citation Ffailures 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 ~~at 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~~ 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: \$215.00.
- 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 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

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:

7 Sep 2023

Notice ID: xmLclYyBht01hvNzAFdP

Notice Name: COK PRO ORD 23-13: Parking/Hearing Ordinance

PUBLICATION FEE: \$75.34

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: 09/08/2023

Rachael Mary Schultz

Notary Public
Notarized online using audio-video communication

**NOTICE OF PUBLIC HEARING
AND SECOND READING**

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, 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.

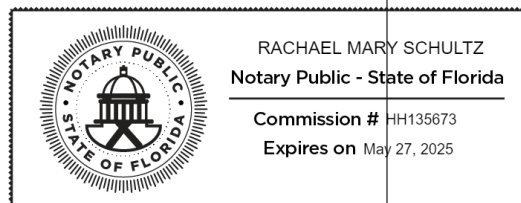
PROPOSED ORDINANCE # 23-13

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),
September 7, 2023



ITEM 4.B

Public Hearing - Second and Final 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 Second Reading of the Proposed Ordinance # 23-14 to increase the City Manager's purchase amount.

Explanation

There have been no changes since the First Reading.

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 Second and Final Reading of the Proposed Ordinance # 23-14 to increase the City Manager's purchase amount.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Tavia Ritchie

Attachment(s):

1. (S) - Proposed Ordinance 23-14 Purchase Order Amount Requirements
2. CP501 Procurement Policy
3. Procurement Authority draft
4. Procurement Survey

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

AFFIDAVIT OF PUBLICATION

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

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

PUBLICATION DATES:

7 Sep 2023

Notice ID: W6ZoVRunbsuns0lmfjh9

Notice Name: COK PRO ORD 23-14: Increase CM PO Authority

PUBLICATION FEE: \$71.05

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

Stefan Pla

Agent

VERIFICATION

State of Florida
County of Charlotte

Signed or attested before me on this: 09/07/2023

Rachael Mary Schultz

Notary Public
Notarized online using audio-video communication

**NOTICE OF PUBLIC HEARING
AND SECOND READING**

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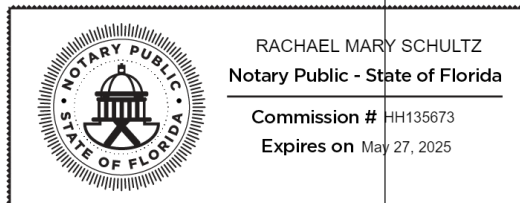
PROPOSED ORDINANCE # 23-14

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

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September 7, 2023





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.

City Policy 501 – Purchasing Manual

Effective Date:

Revised Date: August 16, 2022

Review Authority: Finance Department


Mike Steigerwald, City Manager


Linda Hansell, City Clerk

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

Except 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 responsive 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 responsive and responsible 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

Except 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)	
	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	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	\$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		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	

ITEM 4.C

Public Hearing - Second and Final 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

Request

Staff requests the approval of the Second and Final Reading of the Proposed Ordinance #23-17 for the establishment of a Police and Fire Impact Fee.

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 the approval of the Second and Final Reading of the Proposed Ordinance #23-17 for the Police and Fire Impact Fee.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: City Attorney
Presenter: Curtis McGehee

Attachment(s):

1. (S) Police and Fire Impact Fee Ordinance with Exhibit A
City of Kissimmee

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 ADOPTING 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 Statutes. 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



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,

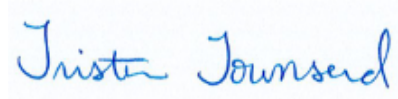
Enclosed is the 2023 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report provides for the update of the parks and 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

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Appendix A: Chapter 163.31801 Florida Statutes

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.

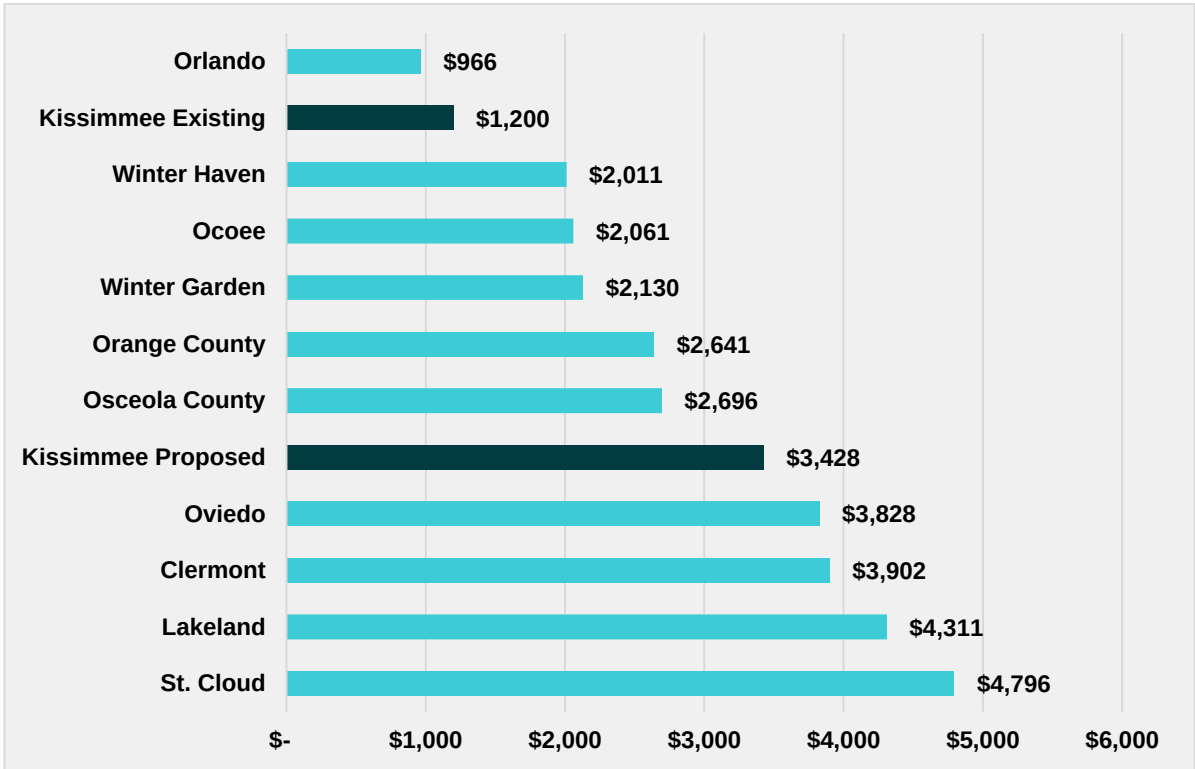
For the parks and recreation impact fees that are calculated to increase above the 50% threshold, this study demonstrates the extraordinary circumstances including recent large inflationary cost increases plus significant additional capital improvements required to serve growth, as there will be increased 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	2.60	
	2 to 4	3,118	7,305		
	Mobile Home	1,140	3,060		
	Subtotal	19,819	51,548		
Multi-Family	5 or more	9,049	20,176	2.23	85%
	Subtotal	9,049	20,176		

[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

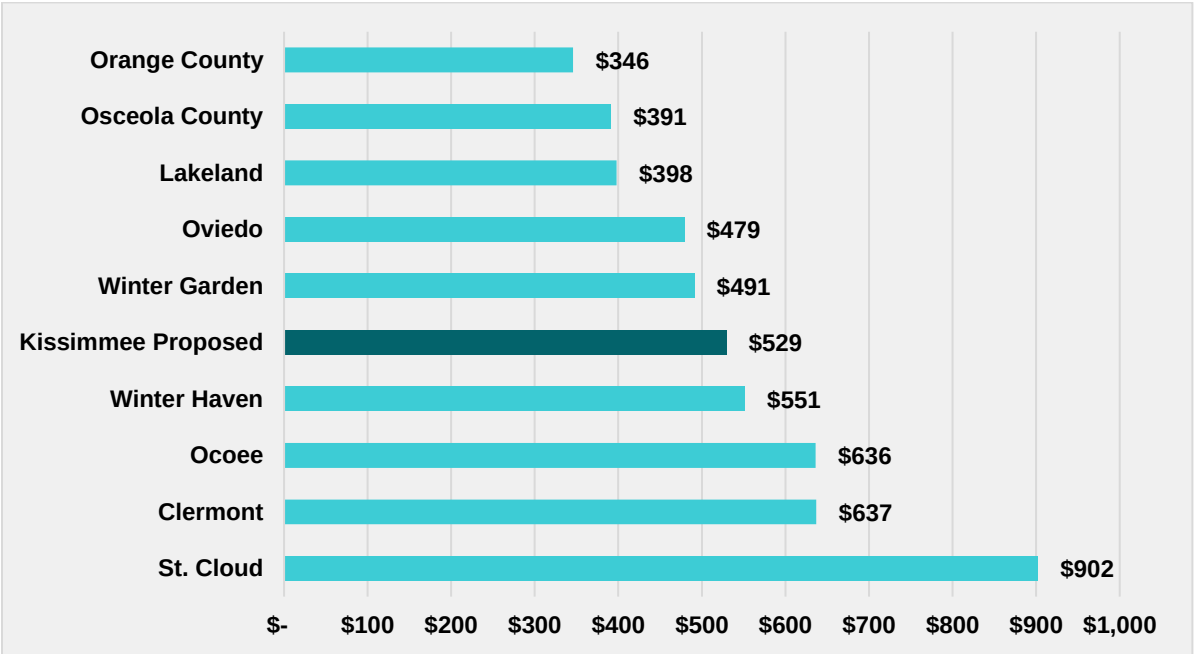
To meet the City's needs in terms of providing the necessary fire related capital improvements, including building a new fire station and expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. 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 Pavilion	194,000	100.0%	194,000
Pedestrian Bridge	53,600	100.0%	53,600
Denn John Softball/Baseball Field	146,300	100.0%	146,300
Future Park Northwest Quadrant Park	438,900	100.0%	438,900
Fortune Road Bleachers Shade Canopy (8)	548,700	100.0%	548,700
Total	100,000	100.0%	100,000
	\$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%.

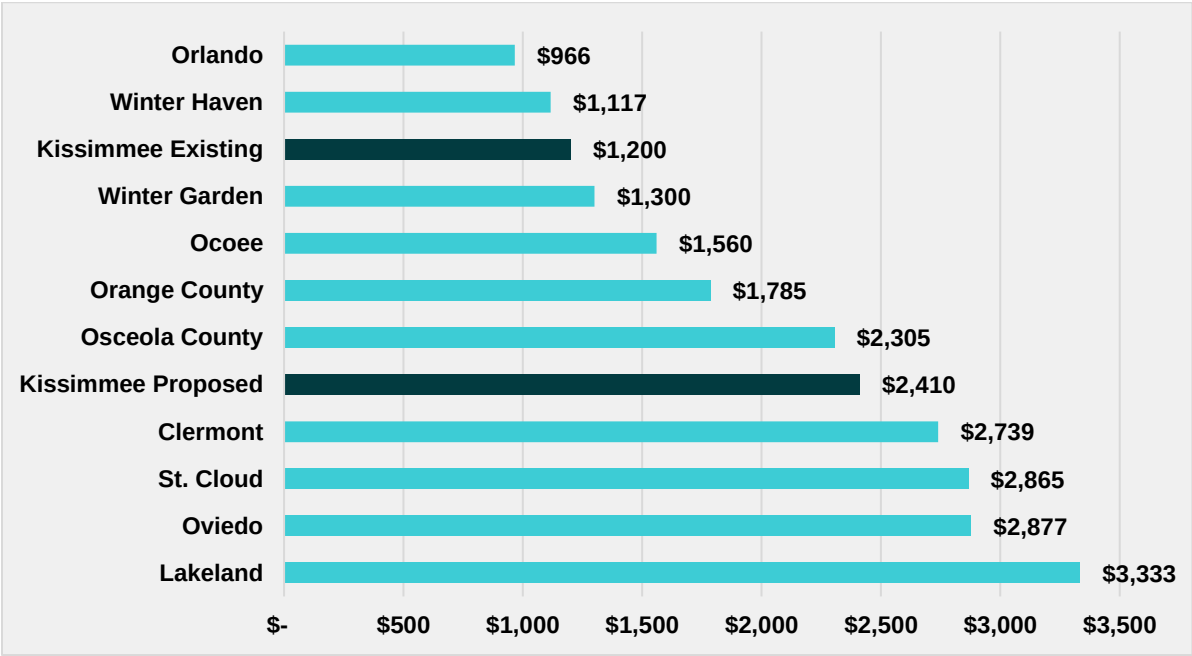
To meet the City's needs in terms of providing the necessary recreation related capital improvements, including purchasing additional land for parks and expanding/upgrading existing facilities as required by growth, the City

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		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							
									[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	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] * [i]

[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)

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

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.

**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 ADOPTING 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



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**.

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

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AFFIDAVIT OF PUBLICATION

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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

**NOTICE OF PUBLIC HEARING
AND SECOND READING**

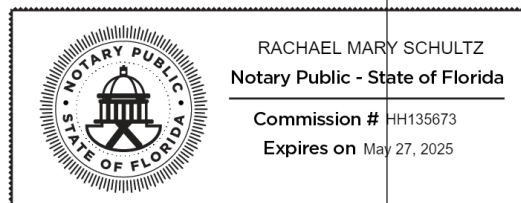
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PROPOSED ORDINANCE # 23-17
AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE.

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



ITEM 4.D

Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance (Re-advertised)

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 approval of the first reading of Proposed Ordinance #23-18 which will amend the Parks and Recreation Impact Fee section of the City Code.

Explanation

The City previously enacted the Parks and Recreational Impact Fee Ordinance, City Code Secs. 28-105 through 28-116 ("the Ordinance"). The ordinance was last updated on March 10, 2009. The City retained Raftelis Financial Consultants, Inc. to review and update the Ordinance. Raftelis created a 2023 Municipal Impact Fee 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), Florida Statutes ("the Raftelis Study"). The City Commission held two public workshops on July 18, 2023 and July 25, 2023 dedicated to public discussion of the extraordinary circumstances leading to the need to exceed the phase-in limitations found in Sec. 163.31801(6), Florida Statutes. This proposed ordinance increases the parks and recreational impact fees to reflect the recommendations in the Raftelis Study, but does so in three equal annual installments in response to public comment. This ordinance must pass by at least a two-thirds Commission vote according to Sec. 163.31801(6)(g)(3) in order to raise parks and recreational impact fees to the amount proposed by the ordinance.

The City currently maintains twenty (20) parks and recreation facilities encompassing approximately 982.80 acres that provide a level of service to existing residents of 11.89 acres of park and recreational lands per 1,000 residents. The Raftelis Study found that the City is anticipated to experience a sizable population increase over the next ten (10) years, which will require additional parks and recreational facilities.

In order to maintain the existing level of service, the increases to the parks and recreational impact fee proposed by this ordinance will help to ensure that new residential development in the City pays a portion of the overall costs related to the additional parks and recreational facilities and capital expenditures needed to accommodate such new development. This increase will also ensure that the fees are in line with increasing construction costs of new facilities that the city has experienced over the past few years. The proposed impact fee increases provide a reasonable and fair method of regulating new development in order to maintain an adequate level of service for parks and recreational facilities which is essential to and in the best interests of the public health, safety, and general welfare of the citizens of Kissimmee. These fees are one-time fees paid prior to permit issuance for any new residential development that will create an impact on the City's parks and recreation system.

Recommendation

City of Kissimmee

Staff recommends approval of the first reading of Proposed Ordinance #23-18 for the Parks and Recreation Impact Fee Amendment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Curtis McGehee

Attachment(s):

1. (s) Parks and Recreation Impact Fee Ordinance amended following public comment
2. Publishing Affidavit (Proof of Re-Advertisement)

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, however, in response to public comment, the Commission has decided to implement the parks and recreational impact fee increase in three equal, annual installments; and

WHEREAS, the City currently maintains 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 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. ~~9-59628-105~~. 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. ~~9-59728-106~~. 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:

¹State law reference(s)—Authority to levy impact fees, F.S. § 163.31801~~2~~; requirement to disclose impact fees on bid requests, F.S. § 218.80.

- (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.
- (13) 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.
- (24) Development necessitated by the residential growth contemplated in the Study comprehensive plan will require improvements and additions to parks and recreational facilities.
- (45) 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.
- (56) 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. ~~9-59828-107~~. 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, there is hereby imposed for all ~~each~~ dwelling units constructed within the city, an impact fee as follows:

~~(1) Single family detached: \$1,200.00.~~

Type of dwelling unit	Effective date of Ordinance 23-18 through December 31, 2024	January 1, 2025 through December 31, 2025	On or after January 1, 2026
Single family dwelling, manufactured home, duplex, townhouse or triplex	\$1,603.33	\$2,006.66	\$2,410.00
Mobile home	\$1,381.37	\$1,895.68	\$2,410.00
Multi-family residential	\$1,339.52	\$1,693.76	\$2,048.00

~~(2) Multiple family: \$985.29.~~

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

(c) In the event a development project involves a mixed-use projectFor mixed-use developments, the an impact fees shall be imposed forecalculated upon each separate residential use included inwithin the mixed-use developmentproject.

Sec. ~~9-59928-108~~. 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 ~~28-1079-598~~, 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 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 30 days shall be deemed a denial.

Sec. ~~9-60028-109~~. ~~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 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, the city commissioner~~ The city commissioner 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 dedicationdonation of land in lieu of moneyexchange 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 ~~commissioner~~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. ~~9-60128-110~~. Other recreational restrictions~~gulations~~.

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. ~~9-60228-111~~. 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 Statutes. The decision to grant a waiver and the value of that waiver will depend upon the level and duration of such affordability.

Sec. ~~9-60328-112~~. 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. ~~9-60428-113~~. ~~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. ~~9-60528-114~~. 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 feepayer submitted to the city within 180 days of notification as hereafter provided, be returned to ~~him~~the feepayer 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 feepayer's claim shall be barred. ~~The city shall send written notice to the feepayer of eligibility to make application for refund within six days of the date the fee becomes eligible for refund. Mailing to the feepayer'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 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 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 ~~28-1169-607~~.

Sec. ~~9-60628-115~~. 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), 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, construction, reconstruction or improvement 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 28-1149-605.
 - (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. ~~9-60728-116~~. 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) (1) Such hearing shall be requested by the applicant or owner within 30 days of the date of first receipt of the following:
 - a. Notice that the impact fee is due; or
 - b. Negative determination on a proposed alternative ~~road~~-impact fee calculation under section 9-599.
- (2) 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 ~~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 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.

SIGNATURES ON FOLLOWING PAGE

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



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,

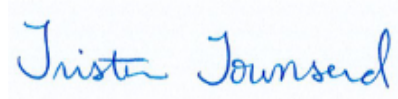
Enclosed is the 2023 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report provides for the update of the parks and 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.

A handwritten signature in blue ink that reads 'Joe Williams'.

Joe Williams
Senior Manager

A handwritten signature in blue ink that reads 'Tristen Townsend'.

Tristen Townsend
Associate Consultant

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List of Exhibits

Exhibit 1: Non-Residential Functional Population

List of Appendices

Appendix A: Chapter 163.31801 Florida Statutes

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.

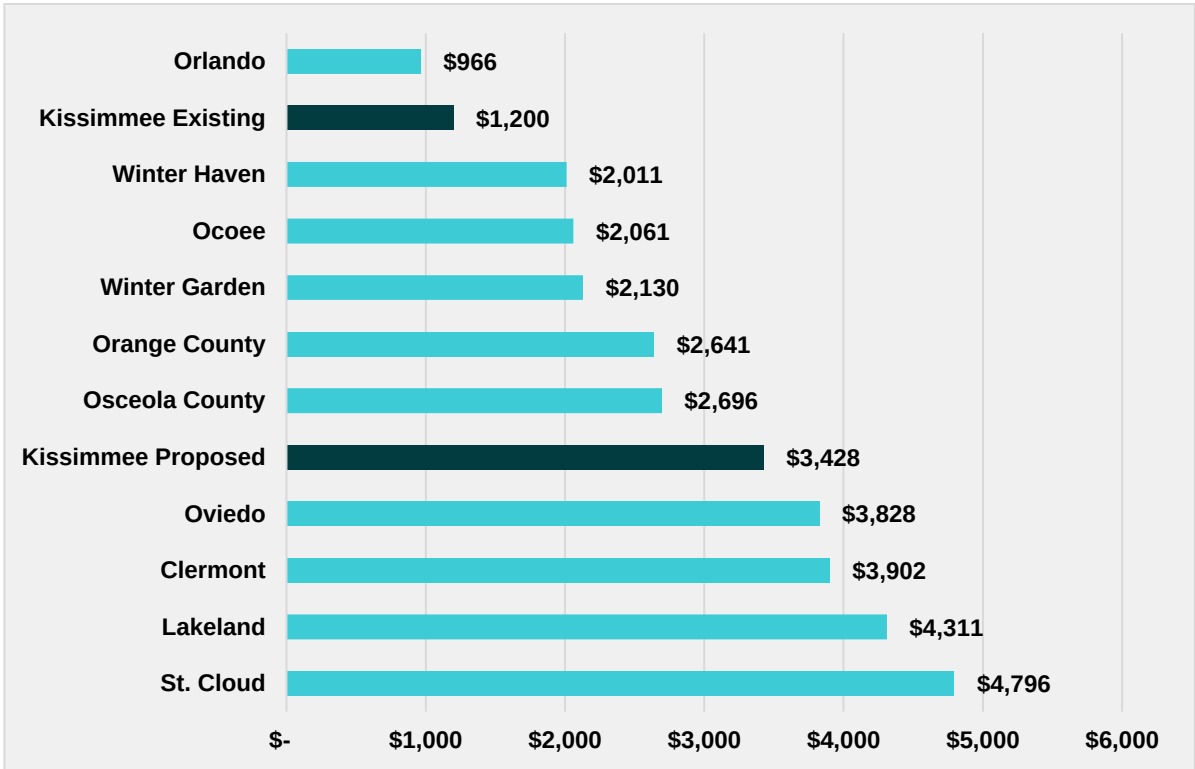
For the parks and recreation impact fees that are calculated to increase above the 50% threshold, this study demonstrates the extraordinary circumstances including recent large inflationary cost increases plus significant additional capital improvements required to serve growth, as there will be increased 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	2.60	
	2 to 4	3,118	7,305		
	Mobile Home	1,140	3,060		
	Subtotal	19,819	51,548		
Multi-Family	5 or more	9,049	20,176	2.23	85%
	Subtotal	9,049	20,176		

[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

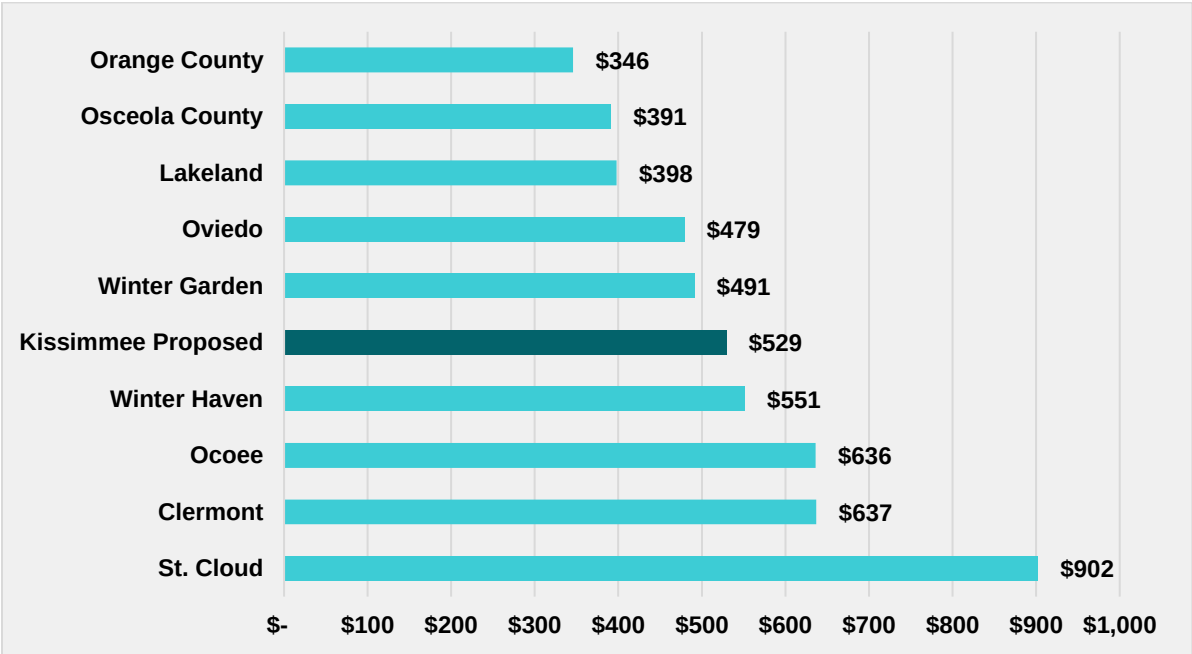
To meet the City's needs in terms of providing the necessary fire related capital improvements, including building a new fire station and expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. 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 Pavilion	194,000	100.0%	194,000
Pedestrian Bridge	53,600	100.0%	53,600
Denn John Softball/Baseball Field	146,300	100.0%	146,300
Future Park Northwest Quadrant Park	438,900	100.0%	438,900
Fortune Road Bleachers Shade Canopy (8)	548,700	100.0%	548,700
Total	100,000	100.0%	100,000
	\$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%.

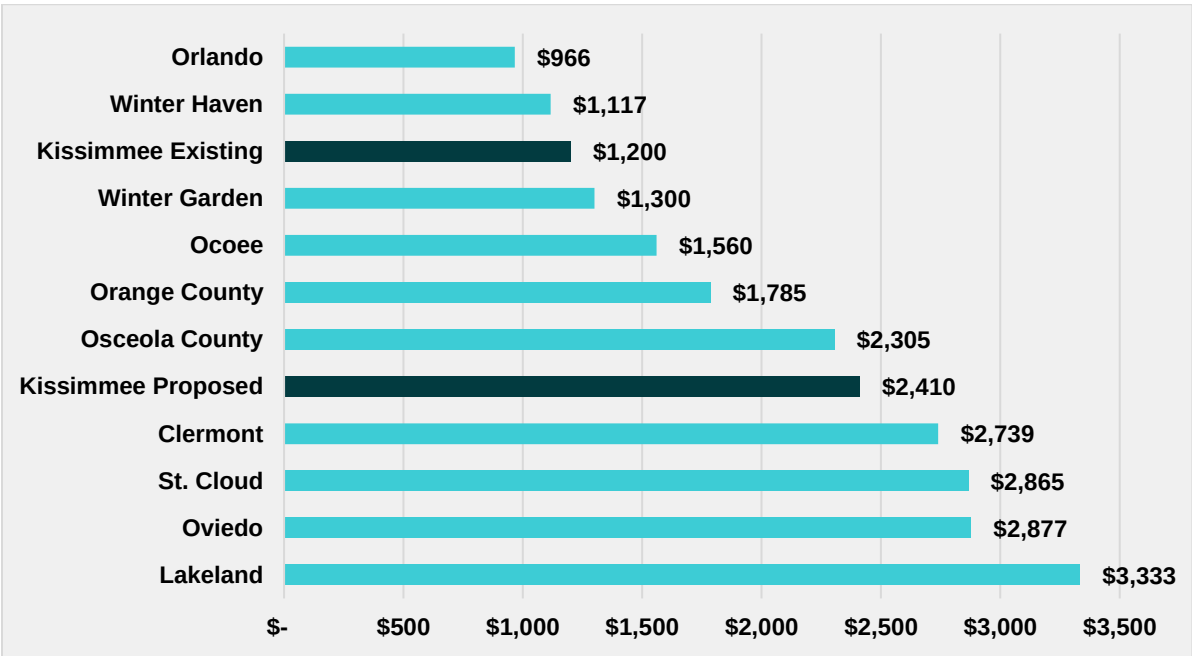
To meet the City's needs in terms of providing the necessary recreation related capital improvements, including purchasing additional land for parks and expanding/upgrading existing facilities as required by growth, the City

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%)	Occupants per Trip per Day		People per Unit per Day		Visitor hours per Trip	Business hours	Days per Week	Weekly Hours per Unit			Functional Pop. Coefficient	2022		2032 Functional Population								
									Employees	Visitors	Employees	Visitors				Per Employee	Per Visitor	Total Hours		Functional Population [1]	2032 Square Feet									
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	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] * [i]

[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)

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

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.

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:

14 Sep 2023

Notice ID: dk2FCvMhgpPa7OoGFNC6

Notice Name: PROP ORD #23-18 (Readvertisement) P&R Impact

PUBLICATION FEE: \$71.05

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

Bailee Liston

Agent

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 09/19/2023

[Signature]

Notary Public
Notarized online using audio-video communication

**NOTICE OF PUBLIC HEARING
AND SECOND READING
(RE-ADVERTISEMENT)**

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, September 26, 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, October 3, 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.

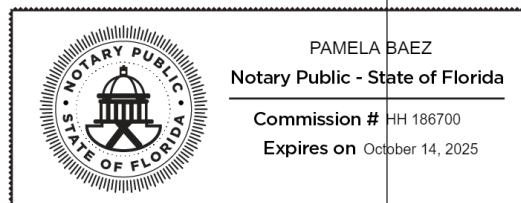
PROPOSED ORDINANCE # 23-18

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).
September 14, 2023



ITEM 5.A

Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for Fiscal Year 2023-2024 in accordance with Florida Statute 163.387.

Request

Request the Downtown Kissimmee Community Redevelopment Agency Board to adopt the fiscal year 2023-24 budget.

Explanation

Per Florida Statute 163.387, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the adopted community redevelopment plan pursuant to an annual budget adopted by the board of the community redevelopment agency.

The Tax Increment Funding (TIF) revenues for the Downtown Kissimmee CRA are \$2,883,463. The entire budget for the Downtown Kissimmee CRA is \$5,952,007.

The Downtown Kissimmee CRA is funding debt service on previous development and infrastructure projects. The Downtown Kissimmee CRA sets aside funding for major legacy projects, such as the Beaumont Redevelopment project. Additionally, the CRA provides operating funds for the Downtown Holiday Lighting contract, the Osceola Arts Downtown Mural Program, Kissimmee Main Street, and the Downtown Clean Team. The budget also includes the Commercial Property Improvement Grant (CPIP) and the Pioneer Project Incentive Program (PPIP).

Recommendation

Recommend the Downtown Kissimmee Community Redevelopment Agency Board to adopt the fiscal year 2023-24 budget.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Economic Development

Presenter: Samia Singleton

Attachment(s):

1. (S) - Resolution for Annual DCRA Budget 2024 (FINAL)
2. DKCRA FY23-24 Draft Operating Budget

**DOWNTOWN KISSIMMEE CRA
RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT AGENCY BUDGET FOR THE
FISCAL YEAR 2023-2024**

WHEREAS, the Downtown Kissimmee Community Redevelopment Agency (the “DCRA”) budget is established to identify the projected Tax Increment Trust Fund revenues and allocated expenditures therefrom for the fiscal year beginning October 1, 2023 and ending September 30, 2024, and;

WHEREAS, Florida Statute 163.387 requires that any allocated revenues in the DCRA Trust Fund be expended for redevelopment projects pursuant to an annual budget authorized and approved by the DCRA; and

WHEREAS, a public hearing was held to provide the stakeholders within the DCRA district an opportunity to discuss the operating budget for the 2023-2024 fiscal year; and

WHEREAS, the DCRA approves and adopts said budget after the budget hearing on September 26, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:**

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the Downtown Kissimmee Community Redevelopment Agency Board of Directors this _____ day of _____ 2023.

Olga Gonzalez, Chair

ATTEST:

Linda Hansell, City Clerk



CITY OF KISSIMMEE 2024 ANNUAL BUDGET

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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	<u>2,910,482</u>	<u>3,458,806</u>	<u>3,940,886</u>	<u>2,990,481</u>
TOTAL SOURCES	\$ <u>5,611,064</u>	\$ <u>6,215,539</u>	\$ <u>6,697,619</u>	\$ <u>5,952,007</u>
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	<u>3,940,886</u>	<u>1,841,645</u>	<u>2,990,481</u>	<u>2,712,642</u>
TOTAL USES	\$ <u>5,611,064</u>	\$ <u>6,215,539</u>	\$ <u>6,697,619</u>	\$ <u>5,952,007</u>

ITEM 5.B

Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for Fiscal Year 2023-24

Request

Request the Vine Street Community Redevelopment Agency Board to adopt the fiscal year 2023-24 budget.

Explanation

Per Florida Statute 163.387, moneys in the redevelopment trust fund may be expended on the undertakings of a community redevelopment agency as described in the adopted community redevelopment plan pursuant to an annual budget adopted by the board of the community redevelopment agency.

The Tax Increment Funding (TIF) revenues for the Vine Street CRA are \$2,330,677. The entire budget for the Vine Street CRA is \$5,334,780.

In the upcoming fiscal year, the Vine Street CRA will undertake projects, such as the Master Plan Update, upgraded streetlighting, landscaping, demolition of blighted structures and other redevelopment projects along the corridor. The budget includes operating funds, such as the Osceola Arts Vine Street Mural Program, as well as funding for the Commercial Property Improvement Grant (CPIP) and Pioneer Project Incentive Program (PPIP).

Recommendation

Recommend the Vine Street Community Redevelopment Agency Board to adopt the fiscal year 2023-24 budget.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Economic Development

Presenter: Samia Singleton

Attachment(s):

1. (S) Resolution for Annual VCRA Budget 2024 (FINAL)
2. VCRA FY23-24 Draft Operating Budget

**VINE STREET CRA
RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE VINE STREET COMMUNITY
REDEVELOPMENT AGENCY BUDGET FOR THE FISCAL YEAR 2023-2024**

WHEREAS, the Vine Street Community Redevelopment Agency (the “VSCRA”) budget is established to identify the projected Tax Increment Trust Fund revenues and allocated expenditures therefrom for the fiscal year beginning October 1, 2023 and ending September 30, 2024, and;

WHEREAS, Florida Statute 163.387 requires that any allocated revenues in the VSCRA Trust Fund be expended for redevelopment projects pursuant to an annual budget authorized and approved by the VSCRA; and

WHEREAS, a public hearing was held to provide the stakeholders within the VSCRA district an opportunity to discuss the operating budget for the 2023-2024 fiscal year; and

WHEREAS, the VSCRA approves and adopts said budget after the budget hearing on September 26, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE VINE STREET COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the Vine Street Community Redevelopment Agency Board of Directors this _____ day of _____ 2023.

Olga Gonzalez, Chair

ATTEST:

Linda Hansell, City Clerk



CITY OF KISSIMMEE 2024 ANNUAL BUDGET

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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	<u>1,974,853</u>	<u>2,834,525</u>	<u>2,624,865</u>	<u>2,999,103</u>
TOTAL SOURCES	\$ <u>3,132,434</u>	\$ <u>4,442,023</u>	\$ <u>4,229,263</u>	\$ <u>5,334,780</u>
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	<u>2,624,865</u>	\$ <u>2,025,803</u>	\$ <u>2,999,103</u>	\$ <u>3,861,078</u>
TOTAL USES	\$ <u>3,132,434</u>	\$ <u>4,442,023</u>	\$ <u>4,229,263</u>	\$ <u>5,334,780</u>

ITEM 5.C

Adoption by Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2023-2024.

Request

Adoption by Resolution of the Final Millage Levy of 4.6253 mills and Final Budget of \$267,277,940 for Fiscal Year 2023-2024.

Explanation

Public notice of this hearing was given via an advertisement placed in the newspaper on September 24, 2023. 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 FINAL BUDGET

1. The Resolution will adopt a Final 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:

The Tentative Millage and Tentative Budget were adopted by Resolutions approved at the September 12th Public Hearing.

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 final 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.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Adopt

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. (S) Res Final Operating Millage FY 24
2. (S) Res Final Budget FY 24
3. Budget Reports FY24

RESOLUTION NO. -2023

**A RESOLUTION ADOPTING
THE FINAL 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 26th day of September 2023.

Olga Gonzalez
Mayor-Commissioner

ATTEST:

Linda S. Hansell
City Clerk

RESOLUTION NO. -2023

**A RESOLUTION ADOPTING THE FINAL 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 26, 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 26th day of September 2023.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S. Hansell
City Clerk

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

**ALL FUNDS
TOTAL BUDGETS SUMMARY**

<u>FUND NAME</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personnel				Budget FY 2024
	Services FY 2024	Operating FY 2024	Capital FY 2024	Other 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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

**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 Gas 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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

**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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

**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.

<u>FUND NAME</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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
<u>SOURCES</u>				
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
<u>USES</u>				
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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

**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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

**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	<u>\$ 127,310,071</u>	<u>\$ 122,010,356</u>	<u>\$ 129,202,709</u>	<u>\$ 129,294,481</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

**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					<u><u>\$ 129,294,481</u></u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>6,268,669</u>	<u>6,271,392</u>	<u>6,775,425</u>	<u>6,856,265</u>
Fund Balance Carryover	<u>2,041,550</u>	<u>1,367,494</u>	<u>1,693,013</u>	<u>1,971,722</u>
TOTAL SOURCES	\$ <u>8,310,219</u>	\$ <u>7,638,886</u>	\$ <u>8,468,438</u>	\$ <u>8,827,987</u>
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	<u>307,865</u>	<u>479,245</u>	<u>479,245</u>	<u>880,780</u>
Subtotal	<u>6,617,206</u>	<u>6,779,345</u>	<u>6,496,716</u>	<u>7,474,172</u>
Unrestricted Reserves	<u>1,693,013</u>	<u>859,541</u>	<u>1,971,722</u>	<u>1,353,815</u>
TOTAL USES	\$ <u>8,310,219</u>	\$ <u>7,638,886</u>	\$ <u>8,468,438</u>	\$ <u>8,827,987</u>

FUND SUMMARY

AIRPORT FUND

The Airport is an enterprise fund operation. The following is a summary of budgeted sources and uses of Airport funds.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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	<u>603,669</u>	<u>547,202</u>	<u>469,715</u>	<u>239,348</u>
TOTAL SOURCES	\$ <u><u>1,796,410</u></u>	\$ <u><u>1,826,567</u></u>	\$ <u><u>1,680,199</u></u>	\$ <u><u>2,189,544</u></u>
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	<u>120,975</u>	<u>135,330</u>	<u>121,000</u>	<u>2,000</u>
Subtotal	1,326,695	1,600,572	1,440,851	1,713,287
Unrestricted Reserves	<u>469,715</u>	<u>216,421</u>	<u>239,348</u>	<u>476,257</u>
TOTAL USES	\$ <u><u>1,796,410</u></u>	\$ <u><u>1,816,993</u></u>	\$ <u><u>1,680,199</u></u>	\$ <u><u>2,189,544</u></u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>726,463</u>	<u>1,081,471</u>	<u>986,296</u>	<u>1,474,860</u>
TOTAL SOURCES	\$ <u>11,131,794</u>	\$ <u>12,648,806</u>	\$ <u>12,220,139</u>	\$ <u>14,605,185</u>
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	<u>986,296</u>	<u>443,473</u>	<u>1,474,860</u>	<u>1,403,212</u>
TOTAL USES	\$ <u>11,131,794</u>	\$ <u>12,648,806</u>	\$ <u>12,220,139</u>	\$ <u>14,605,185</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>3,867,318</u>	<u>4,737,316</u>	<u>5,123,481</u>	<u>2,846,212</u>
TOTAL SOURCES	\$ <u>7,497,223</u>	\$ <u>8,571,816</u>	\$ <u>9,175,008</u>	\$ <u>6,992,712</u>
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	-	-	-	-
Unrestricted Reserves	<u>5,123,481</u>	<u>1,868,296</u>	<u>2,846,212</u>	<u>1,997,378</u>
TOTAL USES	\$ <u>7,497,223</u>	\$ <u>8,571,816</u>	\$ <u>9,175,008</u>	\$ <u>6,992,712</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>7,541,780</u>	<u>7,935,365</u>	<u>8,270,546</u>	<u>4,572,006</u>
TOTAL SOURCES	\$ <u>8,721,337</u>	\$ <u>8,805,865</u>	\$ <u>9,188,746</u>	\$ <u>5,602,506</u>
 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	<u>8,270,546</u>	<u>4,189,125</u>	<u>4,572,006</u>	<u>4,664,956</u>
TOTAL USES	\$ <u>8,721,337</u>	\$ <u>8,805,865</u>	\$ <u>9,188,746</u>	\$ <u>5,602,506</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>7,052,587</u>	<u>14,505,000</u>	<u>14,516,388</u>	<u>6,293,252</u>
TOTAL SOURCES	\$ <u>20,395,578</u>	\$ <u>23,961,000</u>	\$ <u>25,863,723</u>	\$ <u>18,093,252</u>
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	<u>14,516,388</u>	<u>4,390,529</u>	<u>6,293,252</u>	<u>7,147,758</u>
TOTAL USES	\$ <u>20,395,578</u>	\$ <u>23,961,000</u>	\$ <u>25,863,723</u>	\$ <u>18,093,252</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Assessments	\$ 19,115	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	<u>81</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES	\$ <u>19,196</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>
Other Operating Costs	\$ (14,620)	\$ 5,000	\$ 5,000	\$ 5,000
Transfers to Other Funds	<u>33,768</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL USES	\$ <u>19,148</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>5,023,834</u>	<u>5,648,706</u>	<u>7,050,336</u>	<u>4,794,243</u>
TOTAL SOURCES	\$ <u>9,576,758</u>	\$ <u>9,458,706</u>	\$ <u>10,339,336</u>	\$ <u>8,574,243</u>
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	-	-	-	-
Unrestricted Reserves	<u>7,050,336</u>	<u>1,878,331</u>	<u>4,794,243</u>	<u>5,198,865</u>
TOTAL USES	\$ <u>9,576,758</u>	\$ <u>9,458,706</u>	\$ <u>10,339,336</u>	\$ <u>8,574,243</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>2,910,482</u>	<u>3,458,806</u>	<u>3,940,886</u>	<u>2,990,481</u>
TOTAL SOURCES	\$ <u>5,611,064</u>	\$ <u>6,215,539</u>	\$ <u>6,697,619</u>	\$ <u>5,952,007</u>
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	<u>3,940,886</u>	<u>1,841,645</u>	<u>2,990,481</u>	<u>2,712,642</u>
TOTAL USES	\$ <u>5,611,064</u>	\$ <u>6,215,539</u>	\$ <u>6,697,619</u>	\$ <u>5,952,007</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>1,974,853</u>	<u>2,834,525</u>	<u>2,624,865</u>	<u>2,999,103</u>
TOTAL SOURCES	\$ <u>3,132,434</u>	\$ <u>4,442,023</u>	\$ <u>4,229,263</u>	\$ <u>5,334,780</u>
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	<u>2,624,865</u>	<u>\$ 2,025,803</u>	<u>\$ 2,999,103</u>	<u>\$ 3,861,078</u>
TOTAL USES	\$ <u>3,132,434</u>	\$ <u>4,442,023</u>	\$ <u>4,229,263</u>	\$ <u>5,334,780</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
State Grant	\$ -	\$ -	\$ -	\$ 943,311
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 943,311
Personal Services	\$ -	\$ -	\$ -	\$ 67,744
Professional Services	-	-	-	19,737
Operating Costs	-	-	-	855,830
TOTAL USES	\$ -	\$ -	\$ -	\$ 943,311

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Federal Grant	\$ -	\$ -	\$ -	\$ 359,425
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 359,425
Personal Services	\$ -	\$ -	\$ -	\$ 29,583
Professional Services	-	-	-	725
Operating Costs	-	-	-	329,117
TOTAL USES	\$ -	\$ -	\$ -	\$ 359,425

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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	<u>1,796,343</u>	<u>2,677,284</u>	<u>2,751,147</u>	<u>3,148,106</u>
TOTAL SOURCES	\$ <u>2,997,026</u>	\$ <u>3,357,284</u>	\$ <u>3,876,597</u>	\$ <u>3,403,106</u>
Capital Outlay	\$ 207,781	\$ 812,289	\$ 728,491	\$ 500,000
Transfer to Other				
Funds	38,098	96,693	-	-
Restricted Reserves	<u>2,751,147</u>	<u>2,448,302</u>	<u>3,148,106</u>	<u>2,903,106</u>
TOTAL USES	\$ <u>2,997,026</u>	\$ <u>3,357,284</u>	\$ <u>3,876,597</u>	\$ <u>3,403,106</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Police Education Fines	\$ 22,841	\$ 18,000	\$ 19,000	\$ 18,000
Fund Balance Carryover	<u>36,582</u>	<u>26,677</u>	<u>51,261</u>	<u>41,356</u>
TOTAL SOURCES	\$ <u>59,423</u>	\$ <u>44,677</u>	\$ <u>70,261</u>	\$ <u>59,356</u>
Operating Costs	\$ 8,162	\$ 27,705	\$ 28,905	\$ 27,705
Unrestricted Reserves	<u>51,261</u>	<u>16,972</u>	<u>41,356</u>	<u>31,651</u>
TOTAL USES	\$ <u>59,423</u>	\$ <u>44,677</u>	\$ <u>70,261</u>	\$ <u>59,356</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Federal Grant	\$ 77,719	\$ 53,589	\$ 77,719	\$ 27,157
Transfer from General Fund	260,635	260,635	210,285	296,935
TOTAL SOURCES	<u>\$ 338,354</u>	<u>\$ 314,224</u>	<u>\$ 288,004</u>	<u>\$ 324,092</u>
Personal Services	\$ 320,904	\$ 288,004	\$ 288,004	\$ 324,092
Capital Outlay	17,450	26,220		
TOTAL USES	<u>\$ 338,354</u>	<u>\$ 314,224</u>	<u>\$ 288,004</u>	<u>\$ 324,092</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Forfeiture Proceeds	\$ 120,253	\$ -	\$ -	\$ -
Interest Earnings	2,376	1,500	-	1,500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	<u>276,219</u>	<u>266,394</u>	<u>380,233</u>	<u>368,408</u>
TOTAL SOURCES	\$ <u>398,848</u>	\$ <u>267,894</u>	\$ <u>380,233</u>	\$ <u>369,908</u>
Operating Costs	\$ 18,615	\$ 24,800	\$ 11,825	\$ 22,800
Unrestricted Reserves	<u>380,233</u>	<u>243,094</u>	<u>368,408</u>	<u>347,108</u>
TOTAL USES	\$ <u>398,848</u>	\$ <u>267,894</u>	\$ <u>380,233</u>	\$ <u>369,908</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Forfeiture Proceeds	\$ 113,751	\$ -	\$ -	\$ -
Interest Earnings	1,092	500	-	500
Fund Balance Carryover	<u>46,525</u>	<u>46,525</u>	<u>161,368</u>	<u>161,368</u>
TOTAL SOURCES	\$ <u>161,368</u>	\$ <u>47,025</u>	\$ <u>161,368</u>	\$ <u>161,868</u>
Operating Costs	\$ -	\$ 15,000	\$ -	\$ -
Unrestricted Reserves	<u>161,368</u>	<u>47,025</u>	<u>161,368</u>	<u>161,868</u>
TOTAL USES	\$ <u>161,368</u>	\$ <u>62,025</u>	\$ <u>161,368</u>	\$ <u>161,868</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Fines	\$ 14,353	\$ 3,600	\$ 5,570	\$ 3,600
Interest Earnings	113	50	-	50
Fund Balance Carryover	<u>34,582</u>	<u>-</u>	<u>18,714</u>	<u>-</u>
TOTAL SOURCES	\$ <u>49,048</u>	\$ <u>3,650</u>	\$ <u>24,284</u>	\$ <u>3,650</u>
Operating Costs	\$ 460	\$ -	\$ -	\$ -
Transfer to Other Funds	19,151	3,650	24,284	3,650
Unrestricted Reserves	<u>29,897</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>49,508</u>	\$ <u>3,650</u>	\$ <u>24,284</u>	\$ <u>3,650</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>284,474</u>	<u>284,474</u>	<u>301,741</u>	<u>301,741</u>
TOTAL SOURCES	\$ <u>301,741</u>	\$ <u>300,281</u>	\$ <u>301,741</u>	\$ <u>302,241</u>
Operating Costs	\$ 0	\$ -	\$ -	\$ -
Capital Outlay	-	105,000	-	-
Unrestricted Reserves	<u>301,741</u>	<u>195,281</u>	<u>301,741</u>	<u>302,241</u>
TOTAL USES	\$ <u>301,741</u>	\$ <u>300,281</u>	\$ <u>301,741</u>	\$ <u>302,241</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
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	<u>2,913,405</u>	<u>2,991,375</u>	<u>2,991,375</u>	<u>2,851,375</u>
TOTAL SOURCES	\$ <u>9,311,510</u>	\$ <u>8,806,375</u>	\$ <u>8,791,375</u>	\$ <u>8,666,375</u>
Professional Services	\$ 5,682,885	\$ 5,300,000	\$ 5,300,000	\$ 5,300,000
Other Operating Costs	-	2,500	2,500	25,000
Capital Outlay	-	-	-	-
Transfers to Other Funds	637,250	759,232	637,500	637,500
Unrestricted Reserves	<u>2,991,375</u>	<u>2,744,643</u>	<u>2,851,375</u>	<u>2,703,875</u>
TOTAL USES	\$ <u>9,311,510</u>	\$ <u>8,806,375</u>	\$ <u>8,791,375</u>	\$ <u>8,666,375</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>650,555</u>	<u>635,555</u>	<u>653,127</u>	<u>623,127</u>
TOTAL SOURCES	\$ <u>8,109,142</u>	\$ <u>8,336,755</u>	\$ <u>8,279,896</u>	\$ <u>8,499,189</u>
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	<u>653,127</u>	<u>605,555</u>	<u>623,127</u>	<u>593,127</u>
TOTAL USES	\$ <u>8,109,142</u>	\$ <u>8,336,755</u>	\$ <u>8,279,896</u>	\$ <u>8,499,189</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Transfer from Local Option Sales Tax Fund	\$ <u>3,113,756</u>	\$ <u>3,110,615</u>	\$ <u>3,110,615</u>	\$ <u>2,165,023</u>
TOTAL SOURCES	\$ <u><u>3,113,756</u></u>	\$ <u><u>3,110,615</u></u>	\$ <u><u>3,110,615</u></u>	\$ <u><u>2,165,023</u></u>
Debt Service - Due 10/1	\$ 2,675,000	\$ 2,755,000	\$ 2,755,000	\$ 2,030,011
Debt Service - Current	<u>438,756</u>	<u>355,615</u>	<u>355,615</u>	<u>135,012</u>
TOTAL USES	\$ <u><u>3,113,756</u></u>	\$ <u><u>3,110,615</u></u>	\$ <u><u>3,110,615</u></u>	\$ <u><u>2,165,023</u></u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Transfer from Local Option Gas Tax Fund	\$ <u>282,946</u>	\$ <u>287,028</u>	\$ <u>287,028</u>	\$ <u>290,841</u>
TOTAL SOURCES	\$ <u><u>282,946</u></u>	\$ <u><u>287,028</u></u>	\$ <u><u>287,028</u></u>	\$ <u><u>290,841</u></u>
 Debt Service - Due 10/1	 \$ 251,473	 \$ 258,514	 \$ 258,514	 \$ 265,420
Debt Service - Current	<u>31,473</u>	<u>28,514</u>	<u>28,514</u>	<u>25,421</u>
TOTAL USES	\$ <u><u>282,946</u></u>	\$ <u><u>287,028</u></u>	\$ <u><u>287,028</u></u>	\$ <u><u>290,841</u></u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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.

<u>ACCOUNT</u>	<u>ACTUAL FY 2022</u>	<u>ADJUSTED BUDGET FY 2023</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2024</u>
Transfer from Community Redevelopment Fund	\$ <u>281,010</u>	\$ <u>295,250</u>	\$ <u>295,250</u>	\$ <u>448,488</u>
TOTAL SOURCES	\$ <u><u>281,010</u></u>	\$ <u><u>295,250</u></u>	\$ <u><u>295,250</u></u>	\$ <u><u>448,488</u></u>
Debt Service - Due 10/1	\$ 243,050	\$ 260,125	\$ 260,125	\$ 349,244
Debt Service - Current	<u>38,050</u>	<u>35,125</u>	<u>35,125</u>	<u>99,244</u>
TOTAL USES	\$ <u><u>281,100</u></u>	\$ <u><u>295,250</u></u>	\$ <u><u>295,250</u></u>	\$ <u><u>448,488</u></u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>
TOTAL SOURCES	\$ <u>2,966,060</u>	\$ <u>2,952,311</u>	\$ <u>2,952,311</u>	\$ <u>2,313,711</u>
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	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>
TOTAL USES	\$ <u>2,966,060</u>	\$ <u>2,952,311</u>	\$ <u>2,952,311</u>	\$ <u>2,313,711</u>

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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
Unrestricted 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

**CITY OF KISSIMMEE
2024 ANNUAL BUDGET**

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	281,148	260,000	260,000	217,632
Contributions				
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	-
Unrestricted 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	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>CHANGE</u>
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	<u>513</u>	<u>523</u>	<u>522</u>	<u>555</u>	<u>572</u>	<u>17</u>
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	<u>109</u>	<u>111</u>	<u>114</u>	<u>113</u>	<u>115</u>	<u>2</u>
HOME/SHIP	-	-	-	-	-	-
Community Dev Block Grant	1	-	-	5	5	-
TOTAL ALL OTHER	110	111	114	118	120	2
TOTAL POSITIONS	<u>775</u>	<u>786</u>	<u>789</u>	<u>833</u>	<u>857</u>	<u>24</u>

ITEM 5.D

Public Hearing - Resolution Approving an Inventory List of Municipally Owned Property

Request

Approval of a resolution adopting an updated list of municipally owned property that is appropriate for use as affordable housing.

Explanation

Per Section 166.0451 of the Florida Statutes, municipalities in the State of Florida are required to prepare an inventory list of all municipally owned real property within its jurisdiction that is appropriate for use as affordable housing. During a recent review of all of the municipally owned properties, staff identified the following lots:

- 1) 219 N Randolph Avenue - Parcel ID Number 21-25-29-1690-000T-0029 (previously on the list)
- 2) 1007 Palmway Street - Parcel ID Number 22-25-29-1990-0019-0110 (previously on the list)
- 3) 504 Canterbury Lane - Parcel ID Number 28-25-29-1170-000A0180 (previously on the list)
- 4) Poinciana Circle - Parcel ID Number 15-25-29-1290-000A-0190 (previously on the list)
- 5) Pleasant Street - Parcel ID Number 22-25-29-2257-0001-0020 (new)
- 6) Pleasant Street - Parcel ID Number 22-25-29-2257-0001-00D0 (new)

According to the Statutes, the list must be reviewed and approved by the City Commission at a public hearing.

The Affordable Housing Advisory Committee (AHAC) reviewed the updated list at their meeting on August 17, 2023 and it will be included in their 2023 report to the Florida Housing Finance Corporation.

The AHAC assisted staff in developing internal policies and procedures for disposition of identified properties. A map of the properties will be provided to the Commission at the meeting.

Recommendation

Approval of the resolution updating a list of municipally owned property that is appropriate for use as affordable housing.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. (S) Resolution - Inventory List of Municipally Owned Property (Affordable Housing)

RESOLUTION # _____

**A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA
APPROVING AN INVENTORY LIST OF MUNICIPALLY
OWNED PROPERTY THAT IS APPROPRIATE FOR USE
AS AFFORDABLE HOUSING PURSUANT TO SECTION
166.0451, FLORIDA STATUTES; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 166.0451, Florida Statutes requires that municipalities in the State of Florida prepare an inventory list of all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the inventory list must include the address and legal description of the property and specify whether the property is vacant or improved; and

WHEREAS, the City Commission must then review the inventory list at a public hearing and revise the inventory, if necessary; and

WHEREAS, the City Commission adopted Resolution 11-2007, as the initial inventory list which asserted the City had no available property appropriate for use as affordable housing; and

WHEREAS, every three (3) years the City Commission shall adopt a Resolution to update the inventory list; and

WHEREAS, City staff has reviewed the inventory of City-owned property, and has determined that the City owns property that is appropriate for use as affordable housing; and

WHEREAS, pursuant City staff's review of the inventory of City-owned property, the City Commission accepts City staff's determinations, and hereby finds that the adoption of this Resolution is in conformance with the requirements of Section 166.0451, Florida Statutes; and

WHEREAS, the City Commission finds and declares that adoption of this Resolution is necessary, appropriate, and in the public interest of the citizens of the City of Kissimmee.

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

Section 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Kissimmee, Florida, pursuant to Section 166.0451, Florida Statutes, hereby adopts the following inventory list of City-owned property that is appropriate for use as affordable housing:

INVENTORY LIST

PARCEL ID NUMBER	ADDRESS	LEGAL DESCRIPTION	VACANT OR IMPROVED
21-25-29-1690-000T-0029	219 N Randolph Avenue, Kissimmee, Florida 34741	MATHEWS ADDN PB A PG 06 BLK T S 62.5 FT OF W 100 FT LOT 2	Vacant
22-25-29-1990-0019-0110	1007 Palmway Street	POINSETTA PARK SUB OF BLK 19 LOT 11 PB 1 PG 260	Vacant
28-25-29-1170-000A0180	504 Canterbury Lane	CANTERBURY TERRACE PB 1 PG 305 BLK A LOT 18	Vacant
15-25-29-1290-000A-0190	Poinciana Circle	DELLWOOD PARK BLK A LOT 19	Vacant
22-25-29-2257-0001-0020	Pleasant Street	TOHO SQUARE PB 26 PG 95 TRACT 2	Vacant
22-25-29-2257-0001-00D0	Pleasant Street	TOHO SQUARE PB 26 PG 95 TRACT D	Vacant

Section 3. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Kissimmee, FL, this ____ day
of _____, 2023.

Attest:

City Commission
City of Kissimmee, Florida

Linda Hansell
City Clerk

Mayor Olga Gonzalez
Mayor-Commissioner

ITEM 7.A**Approval of City Commission Minutes from the September 12, 2023 meeting****Request**

Request Commission approval of the September 12, 2023 Commission Minutes.

Explanation

Minutes of the Commission meeting held on September 12, 2023 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter: Mike Steigerwald

Attachment(s):

1. (S) - City Commission Meeting Minutes - September 12, 2023



**MEETING MINUTES
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

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Carlos Alvarez, III, Janette Martinez

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

Members Absent: Commissioner Angela Eady

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 Employee of the Month for September

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

City Manager Steigerwald introduced Eugenio Morales, Development Services Department, and reviewed the qualities and attributes which led to his nomination and selection as employee of the month.

City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of peers from all departments in the City and there is no greater honor.

Mr. Morales thanked his co-workers for the nomination and all those who worked with him and developed him as an employee.

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

Staff requests that the Second and Final Reading of 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.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-17 by title.

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

City Attorney Sanchez de Fuentes explained this will be coming back to the Commission on September 26, 2023 and does not require a vote..

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

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

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-13 by title.

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

Commissioner Castano moved to approve the First Reading of Proposed Ordinance # 23-13. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

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

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

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-14 by title.

City Manager Steigerwald stated this request is to adopt an increase in the City Manager's

purchasing authority to streamline the contract process and put Kissimmee in line with other cities which allow anywhere from \$50,000 to \$100,000 in purchasing authority. Staff is recommending an increase to \$75,000.

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

Commissioner Alvarez moved to approve the First Reading of Proposed Ordinance # 23-14. Commissioner Castano seconded the motion.

Motion carried 4 - 0.

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

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

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-18 by title and stated although this was advertised for this date, it will be coming back to the Commission at a future date and does not require a vote.

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

5. PUBLIC HEARINGS

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

Adoption by Resolution of the Tentative Millage Levy of 4.6253 mills and Tentative Budget of \$267,277,940 for Fiscal Year 2023-2024.

RESOLUTION OF THE PROPOSED TENTATIVE OPERATING MILLAGE

City Manager Steigerwald stated this request is for Commission approval of two (2) resolutions for the tentative adoption of the FY 2023-2024 Millage and Budget. The City Tentative Millage of 4.6253 has been the same for the last sixteen (16) years. He reviewed some of the highlights of the budget and the impacts to the City and public safety departments in this fiscal year as well as the next 3-5 years. City Manager Steigerwald reviewed projects that would be funded with Commission approval of the FY2023-2024 Budget.

Mayor Gonzalez stated the Tentative Operating Millage is 4.6253 which is 13.22% more than the Rolled Back Rate of 4.0853.

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

Attorney Sanchez de Fuentes read Resolution # 12-2023 by title.

Commissioner Castano made a motion to adopt Resolution # 12-2023. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

RESOLUTION ADOPTING THE TENTATIVE BUDGET

Mayor Gonzalez stated 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.

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

City Attorney Sanchez de Fuentes read Resolution # 13-2023 by title.

Commissioner Alvarez made a motion to adopt Resolution # 13-2023. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

6. HEAR AUDIENCE

Alex Alemi, 424 Lakeshore Boulevard, Kissimmee, stated he was a new resident to the historic downtown Kissimmee area and he is pleased to see the improvements that are being made. He comment that he would like to see the downtown become a destination and less of a thoroughfare. Mr. Alemi was told there was a corridor study done concerning the traffic downtown but there was pushback from the businesses on the results. He has attended events hosted downtown and feels that the opinion of the businesses might be shifting. Mr. Alemi requested the Commission consider closing one lane of traffic on each side through downtown and then measure the impact on the businesses, pedestrian safety, and noise complaints.

City Manager Steigerwald stated the study phase has already passed and was presented to the Commission twice, a couple years apart, with both suggesting a road (diet). The businesses were reluctant to lower the number of cars coming downtown. The most recent discussion brought about the raised crosswalks. Plans are designed and made so that changes can be made. City Manager Steigerwald stated it was more based on seeing less traffic passing by the businesses.

Carlos Barros, 3001 Jolene Court, Kissimmee, distributed a letter (Exhibit "A") to the Commission and read it into the record. Mr. Barros expressed his concern for the treatment of the Kissimmee Firefighters and requested the City reach a conclusion and settle the Impasse.

City Attorney Sanchez de Fuentes stated we are at Impasse and there is a negotiation meeting scheduled for September 22nd and the Impasse hearing is scheduled for October. The items at Impasse are wages which the City offered 5% which would bring them into the salary range provided by Mr. Barros. The second issue is annual physicals. Attorney Sanchez stated there is no other information that can be provided at this 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.

Commissioner Martinez requested a discussion on Item 7.F. Recreation Impact Fees after a motion and second were made. City Manager Steigerwald stated this request is to transfer funds from Recreation Impact Reserves to the Phase 1 Lancaster Ranch Project. This is a FY 2023 budgeted item and there is a fund balance of \$2.4 million; the amount to be transferred is \$616,333.

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

Motion carried 4 - 0.

- 7.A Approval of City Commission Minutes from the August 15, 2023 meeting
Request Commission approval of the August 15, 2023 Commission Minutes.
- 7.B Creation of Capital Asset Policy increasing capitalization threshold
Approval of the formal Capital Asset Policy including increasing the capitalization threshold for capital assets.
- 7.C Authorization to accept gift cards from Papa John's for members of the Police Department
The Police Department is requesting Commission authorization to accept 158 Papa John's gift cards with a total value of approximately \$4,000.
- 7.D Budget Transfer for Rescue Recharassis for the Fire Department
Staff requests approval to transfer funds from various General Fund projects to the Sales Tax Fund Project ST2304, Rescue Recharassis. The quote for this project came in at \$34,131 higher than originally budgeted.

- 7.E Reclassify Officer Training Expenses from General Fund into Other Police Fund
Staff requests that the City Commission approve reclassifying \$3,000 in officer training expenses from the 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
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.
- 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
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.
- 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
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.
- 7.I Letter of Support and Approval of FY22 Recommendations for the Edward Byrne Memorial Justice Assistance Grant Countywide Projects
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.
- 7.J Martin Street Forest - Final Plat (DRC# SR-22-0023)
Approval of the final plat known as Martin Street Forest.
- 7.K Ratification of Executive Order 2023-01 - City Manager Declaration of Local State of Emergency (Hurricane Idalia)
City Commission ratification of Executive Order 2023-01 issued August 29, 2023 for the Local Declaration of Emergency for Hurricane Idalia.
- 7.L Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.M Approval of Parking Ticket Services Agreement between Data Ticket, Inc. and the City of Kissimmee
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.
- 7.N Authorization to accept 2023-24 Victims of Crime Act Grant Funding
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.
- 7.O Kissimmee Residential - John Young Parkway - Drainage Canal Easement Variance (DRC# VAR-23-0003)

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.

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

Approval to increase the FY2022-2023 budget to continue the funding of project ST2109 Facilities ADA Compliance.

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

Approval of the Subordination Agreement for parcel 134.05 in favor of the Florida Department of Transportation (FDOT).

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

City Commission approval to extend the existing YMCA ground lease for land parcel located at the Kissimmee Gateway Airport.

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

Approval of a Resolution to revise the definition of the 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.

Approval of the design, construction and installation of a "Parking" sign on the Toho Square Parking Garage.

Tom Tomerlin, Economic Development Director, reviewed the request for approval of the Toho Parking Garage sign, construction, and installation. He noted the project came in under budget at \$84,525. Staff requests the CRA Board approve this permanent solution for visitors unaware of the parking location. Director Tomerlin addressed questions of the Commission by providing a picture of the backlit sign over the main entrance to the parking structure.

City Manager Steigerwald responded to a Commission question and stated the sign does not display "free parking" since the Commission may wish to charge for parking in the future.

Commissioner Martinez, while acting as the CRA Board made a motion to approve. Commissioner Castano seconded the motion.

AYE: CRA Commissioners, Olga Gonzalez, Olga Castano, Carlos Alvarez, Janette Martinez

NAY: None

ABSENT: Commissioner Angela Eady

Motion carried 4 - 0.

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

Program

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,

Economic Development Director Tomerlin reviewed the request for CRA Board approval to amend the Commercial Property Improvement Program (CPIP) allowance from \$25,000 to \$30,000. He stated the maximum award can also be used for private art sculpture installations, parking lot improvements, and security and alarm systems. This is a matching grant and the property owner would have to spend a minimum of \$60,000 to receive the \$30,000 grant funds. Staff recommends CRA Board approval.

Commissioner Martinez, while acting as the CRA Board made a motion to approve. Commissioner Castano seconded the motion.

AYE: CRA Commissioners, Olga Gonzalez, Olga Castano, Carlos Alvarez, Janette Martinez

NAY: None

ABSENT: Commissioner Angela Eady

Motion carried 4 - 0.

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

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.

Economic Development Director Tomerlin reviewed the request for CRA Board approval to amend the Vine Street CRA Commercial Property Improvement Program (CPIP) allowance from \$25,000 to \$30,000. This request is identical to the previous for the CRA and he referred to the maximum award that can be used for private art sculpture installations, parking lot improvements, and security and alarm systems. This is a matching grant and the property owner will have to spend a minimum of \$60,000 to receive the \$30,000 grant funds. Staff recommends CRA Board approval.

Commissioner Martinez, while acting as the CRA Board for the Vine Street CRA, made a motion to approve. Commissioner Castano seconded the motion.

AYE: CRA Commissioners, Olga Gonzalez, Olga Castano, Carlos Alvarez, Janette Martinez

NAY: None

ABSENT: Commissioner Angela Eady

Motion carried 4 - 0.

**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

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, through September 30, 2024.

Economic Development Director Tomerlin reviewed the request for funding the University of Central Florida (UCF) Business Incubator for FY 2023/2024. The Incubator will remain at 400 W. Emmett Street this year based on the terms of the Interlocal Agreement, the funding will remain at \$150,000 from the City. Osceola County contributes \$60,000 for in-kind housing of the program on Emmett. The current location is being developed by Osceola County and a new location for the Incubator is being sought inside City limits.

Esther Vargas, Incubator Site Manager, was introduced as Mr. Tomerlin distributed a hand-out, *UCF Business Incubation Program - Smarter - Faster- Growth* (Exhibit "B"). Ms. Vargas reviewed the hand-out that was displayed for the audience and discussed the successful graduation of North Star Counseling. She highlighted Smartx Technology, Inc. which has developed new technology for worker/people safety. They are starting a new "meet up" group (Osceola Innovates) that will be using the Incubator for meetings every two (2) weeks; in addition, she reviewed #KISSINC Connections, KISSINC Open House, and collaboration of events with business partners.

The Commission thanked Ms. Vargas for the time she has invested in our community.

Commissioner Castano made a motion to approve the Incubator Interlocal and provide \$150,000 in funding for FY2023/2024. Commissioner Martinez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Martinez, Mayor-Commissioner Gonzalez, Commissioner Castano
NAY: None

Motion carried 4 - 0.

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

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 from the Police Pension Board.

Mayor Gonzalez requested a 30-day extension on her appointment.

Commissioner Martinez made a motion to approve a 30-day extension for Seat # 5 appointment. Commissioner Alvarez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Martinez, Mayor-Commissioner Gonzalez, Commissioner Castano
NAY: None

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission of the Food Truck Fly-In at Kissimmee Gateway Airport on Saturday, September 16, 2023, from 10:00 a.m. - 3:00 p.m. and also Fandom at the Kissimmee Civic Center, on the same day from 12:00 p.m. - 5:00 p.m. The Puerto Rican Day Parade will be held on Sunday, September 24, 2023, at 11:00 a.m. in Downtown Kissimmee.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano wished everyone a good night.

Commissioner Alvarez invited everyone to attend the Puerto Rican Parade and enjoy the festivities.

Commissioner Martinez commented the Puerto Rican Day Parade will be dedicated to the City of Kissimmee this year. Commissioner Martinez requested the Commission consider a motion to allow the Civic Center to be used for a Business Resource Showcase on November 1, 2023. The plans are to provide tools to the residents on how to do business with the City.

Commissioner Alvarez made a motion to approve the use of the Civic Center. Mayor Gonzalez seconded the motion.

Motion carried 4 - 0.

Commissioner Martinez requested Commission consideration in increasing from \$2,500 to \$5,000 the City Manager's acceptance authority for donations. She explained there was a donation on the agenda for the Police Department to receive \$25 Gift Cards but they had to wait for the agenda because the total donation was higher than the City Manager's acceptance authority.

City Manager Steigerwald informed the Commission that from a transparency perspective, there is a report at the end of the year that is presented to the Commission with all donations and how they were used.

Commissioner Martinez made a motion to approve the increase in City policy for acceptance of donations by the City Manager from \$2,500 to \$5,000. Commissioner Castano seconded the motion.

Motion carried 4 - 0.

Commissioner Martinez announced that this meeting is her first anniversary of being sworn in as a City Commissioner.

Commissioner Martinez stated she understands that we are at Impasse with the Firefighters, but we support those that are in attendance at the meeting in support of the firefighters and she thanked everyone for their prayers for her mother after she had a stroke.

Mayor Gonzalez invited everyone to join the City for the two upcoming events on Saturday, September 16th.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:56 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Letter to Commission from Carlos Barros Villahermosa
Item 6. Hear the Audience

6. Hear the Audience
(Exhibit "A")
9/12/2023
Carlos Barros

September 12, 2023

The Honorable Commission of the City of Kissimmee, Florida
Commissioners Chamber
101 Church Street
Kissimmee, FL 34741

The Honorable Chairwoman, Commissioners, City Manager, and the Commissioners staff.

Good evening:

I would like to express my indignation for the time **(One and half year)** working with the collective bargain and impasse negotiations between the City of Kissimmee and the Kissimmee Professional Firefighters, EMT's, and HazMat Specialist and Technicians workers Local 4208. I surprised when heard the salary hour for the professionals that Kissimmee residents and business owners trust their life saving and the property protection against fires, floods, search and rescue, and HazMat incidents as one of the first line of the critical infrastructure protection and disaster management (origin and cause). They working extensive hours responding any emergency medical calls, mostly for our elderly people in this city. In occasions they respond with ambulance vehicle modular 3 for narrow roads that Osceola County ambulances could not enter. That means the security officer salary is more than the firefighters!

In addition, our city professionals cover Kissimmee Gateway Airport crash fire rescue. Aircraft use AV-Gas and Jet Fuel combustibles highly flammable difficult to extinguished. They also made faster respond in traffic accidents and support our police department in active threat situations.

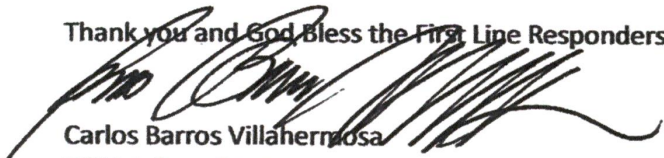
The subscriber made salary analysis from two different cities

- City of Mount Dora, FL \$43,852.00
- City of Leesburg, FL \$44,183.00 PER YEAR
- City of Kissimmee, FL \$43,680.00

With all of clear and concise information as a resident of the City of Kissimmee, FL I hereby request to reach a conclusion and settle this impasse, either by way of arbitration, or in its epilogue by judicial means for the tranquility and well-being of our fellow citizens of the City of Kissimmee.

To be clear I write this letter to the Hon. City Commission without any pressure or coercion. I'm not running for a political office. I'm write this letter as part of All Hazards Incident Management Team, National Incident Management System Trainer and AUXCOMM FPED, supporting our Professional Firefighters in the City of Kissimmee, FL

Thank you and God Bless the First Line Responders in our communities.



Carlos Barros Villaherreros
3001 Jolene Court
Kissimmee, FL 34744

Exhibit "B"
Hand-out UCF Business Incubation Program
Smarter – Faster – Growth
Item 8.D.

Exhibit "B"
Item 8.D.
9/12/2023

9/12/2023



1

UCF

Business Incubation Program

UNIVERSITY OF CENTRAL FLORIDA

MISSION

Providing the tools, training and infrastructure to help facilitate smarter, faster growth for early stage scalable technology innovation companies

CITY OF KISSIMMEE 1883

OSCEOLA COUNTY



Esther Vargas, MBA
Site Manager



Stefania Sesti
Incubator Assistant

UCF

2

1

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Business Incubation Program

UNIVERSITY OF CENTRAL FLORIDA

KISSIMMEE INCUBATOR - GRADUATE CLIENTS



- 1 new Graduate client
- 25 total
- 17 Osceola County
- 16 Kissimmee
- All in Central Florida

3



Business Incubation Program

UNIVERSITY OF CENTRAL FLORIDA

SUCCESS STORIES

GRADUATE:

NORTH STAR COUNSELING:

- Built building in Kissimmee in 2021
- Have ~55 therapists working for them
- Feb. 2023 – Acquired by Health Connect America, an innovative behavioral health care organization serving various states.
- Under the new management structure, owners will continue to manage local operations and expand Florida territory.



CURRENT CLIENT:

SMARTX TECHNOLOGY, INC.



- Secured US distribution partner for their supply chain management technology
- Recently developed new connected worker/people safety technology
- Successfully piloting in one of the largest integrated energy companies in the world
- Reference customer for US-based industrial (oil & gas, utilities, etc.) clients

4

UCF

Business Incubation Program

UNIVERSITY OF CENTRAL FLORIDA

CLIENT PIPELINE

SCALABLE TECHNOLOGY INNOVATION PROSPECTS

	Company	Industry	Projected Occupancy
1	BRISA USA	Software Dev; Hospitality	Current Offsite Client
2	CCI WADR	WaterTech; Data Analytics	Current Onsite Client
3	IMK Global	Software Dev; Consulting; Natural Resources	Current Onsite Client
4	Innercia USA	Product Mfg	Current Onsite Client
5	SmartX Technology Inc.	Sensors; Industrial Logistics; Software Dev	Current Onsite Client
6		BioTech	Oct/Nov '23
7		Software Dev	Oct/Nov '23
8		EdTech	Oct/Nov '23
9		Product Mfg; Mobility	Oct/Nov '23
10		Cyber Security	Oct/Nov '23

	Company	Industry	Projected Occupancy
11		MedTech	Nov/Dec '23
12		EdTech	Nov/Dec '23
13		Medical Mfg	Nov/Dec '23
14		Software	Nov/Dec '23
15		MedTech	Nov/Dec '23
16		EdTech	Nov/Dec '23
17		Software	Nov/Dec '23
18		WaterTech	Jan/Feb '24
19		WaterTech	Jan/Feb '24



5

EVENTS & TRAINING

- ~400+ hours of annual training
- ~250 1:1 coaching hours
- Monthly Community Workshops/Events





6

UCF | **Business Incubation Program**
UNIVERSITY OF CENTRAL FLORIDA

UPCOMING TRAINING & NETWORKING EVENTS

-  **Osceola Startup Series**
-  **Osceola Innovates**
-  **#KISSINC Connections**
-  **KISSINC Open House**
-  **Collaboration Events w/Partners**



7

Thank you for your support!

UCF Business Incubator – Kissimmee
Esther.Vargas@ucf.edu
Stefania.Sesti@ucf.edu

Web: www.incubator.ucf.edu/Kissimmee-incubator
 Twitter: <https://twitter.com/UCFBIP>
 LinkedIn: <https://tinyurl.com/59vkcw88>
 Facebook: <https://facebook.com/UCFBIP>





8

ITEM 7.B

Authorization to accept funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Request

Authorize the Chief of Police to execute the Letter of Agreement and Contract with the Institute of Police Technology and Management in order to accept grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Explanation

The Kissimmee Police Department has been identified as a priority agency within Osceola County, which has the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to the City in the amount of \$12,967.33 to assist with High Visibility Enforcement efforts. These funds will be under agreement with the University of North Florida - Institute of Police Technology and Management.

This initiative is designed to educate the public about safe driving, walking and biking behaviors and to increase compliance with traffic statutes. The goal of this data-driven initiative is to reduce traffic crashes that result in serious and fatal injuries to both pedestrians and bicyclists.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15130601 501414		Increase	12,967	
15100334 334200		Increase	12,967	

Financial Summary:

Monthly invoicing will be done for overtime expenses to be reimbursed during the grant period up to \$12,967.33. This grant is offered to the City of Kissimmee. No application process is completed, only acceptance.

Recommendation

Staff recommends approval of this Agreement to accept funding from FDOT, through the University of North Florida - Institute of Police Technology and Management, in the amount of \$12,967.33 and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

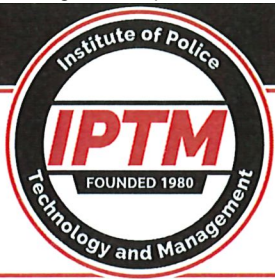
City of Kissimmee

Department: Police

Presenter:

Attachment(s):

1. City of Kissimmee Contract Approval Aug 2023 433144-1-8404 G2M61
2. FDOT Letter and list of Roadway Segments



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

August 2, 2023

Ms. Maura Andrews
Traffic Safety Program Manager
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G2M61

Dear Ms. Andrews,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Kissimmee in the amount of \$12,967.33. Under the contract, City of Kissimmee will conduct overtime high visibility education and enforcement operations through May 10, 2024.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in purple ink, appearing to read "Angel Williams", is written over the "Sincerely," text.

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Kissimmee ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 10, 2024.

Total contract amount will not exceed \$12,967.33

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G2M61. All services must be completed by May 10, 2024. The final invoice must be received by June 7, 2024 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

**SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2021, 3,741 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (835) and more than 5% were bicyclists (197).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒ Only Tier 1 locations shall be worked from contract execution through May 10, 2024

☐ Only Tier 2 locations shall be worked from contract execution through May 10, 2024

☐ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 10, 2024. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2024 through May 10, 2024

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.

- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2022.** The refresher training class titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"*. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- Intense:** Enforcement activities are over and above what normally takes place.
- Frequent:** Enforcement occurs often enough to create general deterrence.
- Visible:** A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 29, 2024.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒ Only Tier 1 locations shall be worked from contract execution through May 10, 2024.
☐ Only Tier 2 locations shall be worked from contract execution through May 10, 2024.
☐ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 10, 2024. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2024 through May 10, 2024.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$12,967.33

EXHIBIT "C"

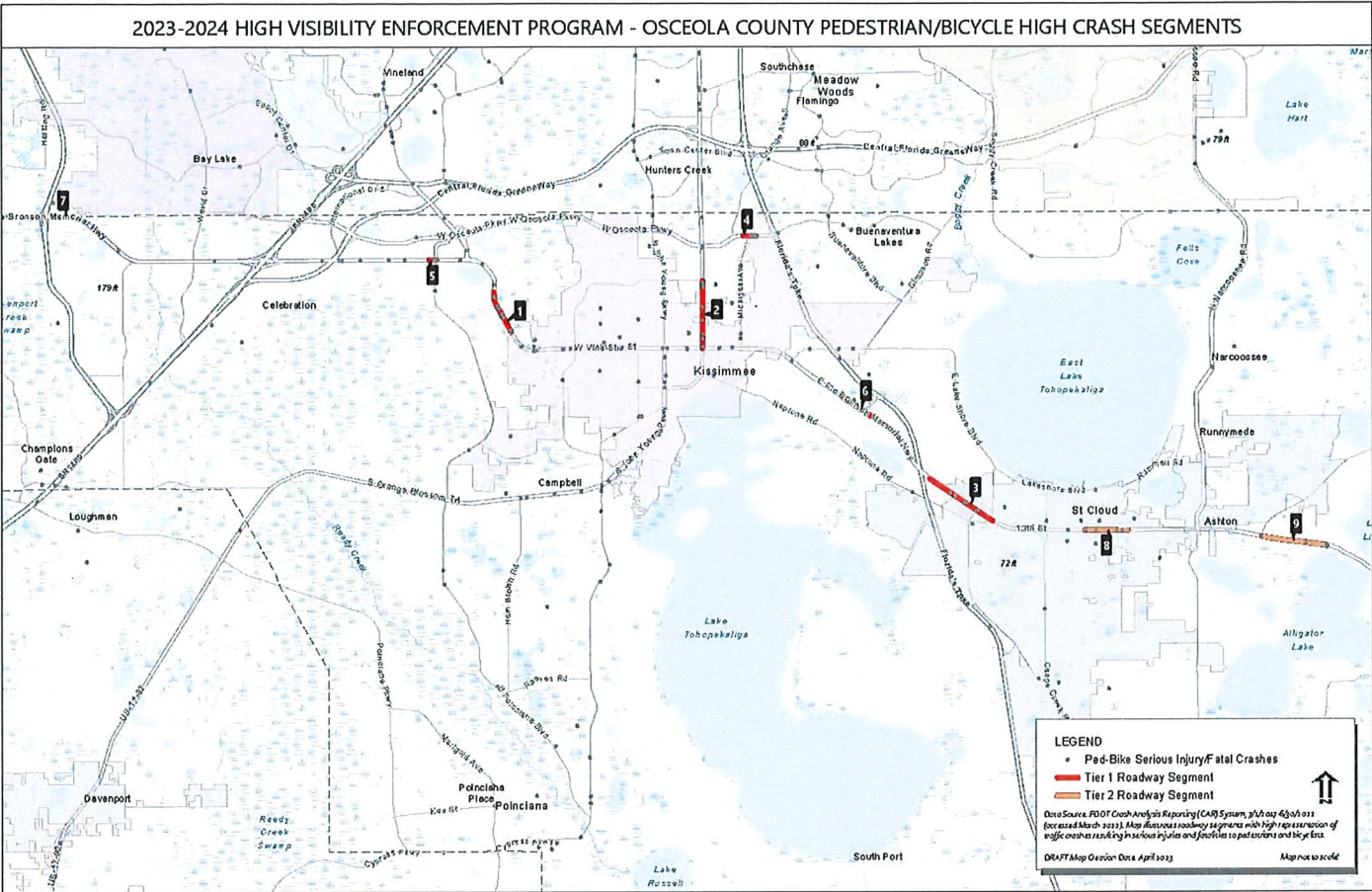
**Locations for Kissimmee Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign**

**2023-2024 HIGH VISIBILITY ENFORCEMENT PROGRAM - OSCEOLA COUNTY PEDESTRIAN/BICYCLE HIGH
CRASH SEGMENTS**

Rank	Roadway Name	From	To	Tier	Time Range		Day of the Week
					From	To	
2	N Main Street	E Vine Street	W Carroll Street	1	1500	200	Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday
4	Osceola Parkway	Michigan Avenue	Lions Court	1	1100	500	Thursday, Friday

Data Source: Crash Analysis Reporting System 7/1/2017-6/30/2022 (downloaded March 2023). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

EXHIBIT "C"



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

Vince Smyth, Associate Vice President

Date

Cameron Pucci, Director

Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Kissimmee

Address: 8 N. Stewart Ave, Kissimmee, FL 34741

Vendor's Authorized Agent Signature

Date

Printed Name

Title

**CONTRACTUAL SERVICES AGREEMENT
REVIEWED AND APPROVED**

DocuSigned by:

Chris Craig

08/02/2023

B67DFADA5D7C4E4

TRAFFIC SAFETY ADMINISTRATOR DATE

Exhibit "D"**FY2023 - Subcontract Agreement Required Federal Clauses, Per Part V**

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, Contract # G2M61. A final invoice must be received by June 7, 2024 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.
- v. **DBE Assurance.** The subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
 4. That, in event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- xi. **Indemnification and Insurance.** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.



CITY OF KISSIMMEE POLICE DEPARTMENT

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



June 08, 2023

Sharon Murchison, Assistant Director
IPTM
University of North Florida
1200 Alumni Drive
Jacksonville, FL 32224

Dear Sharon Murchison,

On behalf of the Kissimmee Police Department, thank you for considering the support of our agency, through your Alert Today Florida High Visibility Enforcement for Pedestrian and Bicycle Safety program. The ability to provide the overtime hours to officers would increase presence, visibility and awareness to our citizens. We are requesting the full funding in the amount of \$12,967.33.

The two intersections identified within our city limits, that would benefit from the overtime hours are listed below.

1. N. Main Street, from E. Vine Street to W. Carroll Street / 9,054 feet / 1.71 mile(s)
2. Osceola Parkway. From Michigan Avenue to Lions Court / 1,596 feet / .30 mile(s)

These intersections were identified in the FDOT report.

Any consideration allotted for the Kissimmee Police Department to participate in your program and receive this grant would be greatly appreciated.

Respectfully,

Betty Holland
Chief of Police

Kissimmee Police Department
8 North Stewart Avenue
Kissimmee, FL 34741

ITEM 7.C

Toho Grande - Final Plat, Minor Subdivision (DRC# SR-23-0001)

Request

Requesting City Commission approval of the final plat known as Toho Grande.

Explanation

The owner of the property, Abiding Apartments, LLC., is requesting final plat approval without a guarantee, in accordance with the City's Land Development Code (LDC) requirements. This is a Minor Subdivision, as defined in LDC §14-3, and was reviewed using the City's final plat procedures.

The property is located east of South John Young Parkway and north of Hacienda Circle and is zoned MUPUD (Mixed Use Planned Development). The 30.95 +/- acre parcel is being subdivided into two lots for development purposes, including the development of the multifamily project known as Kissimmee Residential – John Young Parkway (DRC# SP-22-0001). Several public easements are also being dedicated with this plat.

As this is a Minor Subdivision with no required subdivision improvements, no performance guarantee is required.

Recommendation

Staff recommends approval of the Toho Grande final plat.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

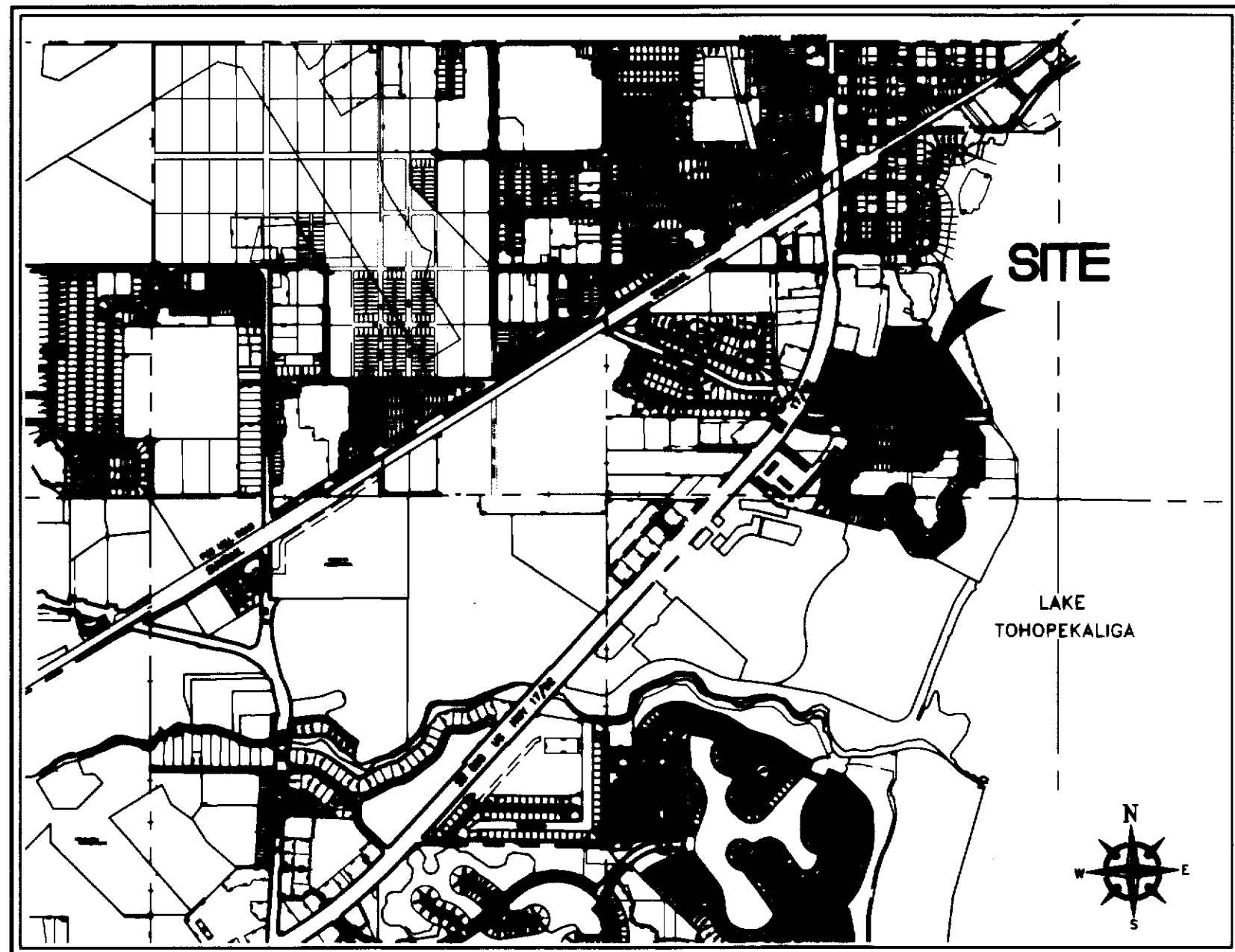
Attachment(s):

1. (S) Final Plat
2. Vicinity Map

TOHO GRANDE

SHEET 1 OF 5

A REPLAT OF A PORTION OF TRACT A AND ALL OF TRACT B,
HUNTINGTON,
PLAT BOOK 12, PAGES 109 THROUGH 112,
SECTION 28, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE,
OSCEOLA COUNTY, FLORIDA



VICINITY MAP

NOT TO SCALE

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
R.L.S. REGISTERED LAND SURVEYOR	I.P. IRON PIPE
PCP. PERMANENT CONTROL POINT	R/W. RIGHT OF WAY
PRM. PERMANENT REFERENCE MONUMENT	O.R.B. OFFICIAL RECORDS BOOK
C. CENTERLINE	MON. MONUMENT
N. NORTH	CONC. CONCRETE
E. EAST	FD. FOUND
P.T. POINT OF TANGENCY	N.T. NON TANGENT
CHD. CHORD	F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

- DENOTES 1/2" IRON ROD WITH CAP "L.B. 966"
● DENOTES 1/2" IRON ROD WITH CAP "PRM L.B. 966"
□ DENOTES 4"x4" CONCRETE MONUMENT WITH CAP AS MARKED

ALL FOUND CORNERS ARE PERMANENT REFERENCE MONUMENTS MARKED AS NOTED.

SHEET INDEX

SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL DETAIL
SHEETS 3-5	EASEMENT DETAILS

LEGAL DESCRIPTION:

A parcel of land being a portion of Tract A and all of Tract 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:

Begin at the Southwest Corner of said HUNTINGTON, being a part on the Easterly Right of Way line of U.S. 17-92 (State Road 600), also being a Point on a Curve, Concave Westerly, having a Radius of 2984.79 feet and a Central Angle of 08°01'20", thence Northerly along the arc of said curve, a distance of 417.91 feet (Chord Bearing = N24°56'50"E, Chord = 417.57 feet); thence continue along the Easterly Right of Way line of U.S. 17-92 the following two courses and distances; thence N68°32'41"W, a distance of 9.90 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 2,974.79 feet and a Central Angle of 05°11'02"; thence run Northerly along the arc of said curve, a distance of 269.14 feet (Chord Bearing = N18°21'56"E, Chord = 269.05 feet); thence departing said Easterly Right of Way line, run S73°17'12"E, a distance of 579.88 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 3,554.59 feet and a Central Angle of 06°39'10"; thence run Northerly along the arc of said curve, a distance of 412.73 feet (Chord Bearing = N12°36'49"E, Chord = 412.50 feet); thence N89°54'21"E, a distance of 526.20 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°30'59"; thence run Southerly along the arc of said curve, a distance of 245.47 feet (Chord Bearing = S20°17'27"E, Chord = 207.89 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 230.00 feet and a Central Angle of 43°10'41"; thence Southeasterly along the arc, a distance of 173.33 feet, (Chord Bearing = S54°57'37"E, Chord = 169.25 feet); thence S33°19'02"E, a distance of 664.38 feet; thence S01°06'45"W, a distance of 145.19 feet; 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 304.97 feet; thence N64°19'59"W, a distance of 38.60 feet to the Point of Beginning.

Containing 1,348,007 square feet or 30.95 acres, more or less.

SURVEYORS NOTES

- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT) WITH THE NORTH LINE OF THE FOOT DRAINAGE RIGHT OF WAY, BEING N89°13'27"W.
- 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).
- UTILITY EASEMENTS SHOWN HEREON ARE ALSO FOR THE BENEFIT OF THE TOHOPEKALIGA WATER AUTHORITY (TWA).
- THERE IS AN UNOBSTRUCTED DRAINAGE AND MAINTENANCE EASEMENT AS SHOWN HEREON, NO PERMANENT STRUCTURES ARE PERMITTED WITHIN THE EASEMENT AREA. SAID EASEMENT IS DEDICATED TO THE CITY OF KISSIMMEE.
- THE 20.00 FOOT DRAINAGE EASEMENTS ARE TO BE DEDICATED TO THE CITY OF KISSIMMEE.

PROPERTY INFORMATION REPORT:

PLAT IS SUBJECT TO THE FOLLOWING:

- ORDINANCE 2785, ANNEXATION TO CITY OF KISSIMMEE, RECORDED IN OFFICIAL RECORDS BOOK 1658, PAGE 1020, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (APPLIES-UNPLOTTABLE)
- ASSIGNMENT OF PERMITS AND DEVELOPMENT RIGHTS AND BILL OF SALE BY AND BETWEEN WATERS OF PARADISE COMMUNITY DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ASSIGNOR, AND MERCEDES HOMES, INC., ASSIGNEE, RECORDED MARCH 10, 2006, IN OFFICIAL RECORDS BOOK 3091, PAGE 2608, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (APPLIES - UNPLOTTABLE)
- ACCESS EASEMENT MAINTENANCE COST AGREEMENT IN OFFICIAL RECORDS BOOK 3166, PAGE 2746, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
- 16 & 17. TOHOPEKALIGA WATER AUTHORITY WATER, WASTEWATER AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT BY AND BETWEEN MERCEDES HOMES, INC. AND TOHOPEKALIGA WATER AUTHORITY RECORDED JUNE 26, 2007, IN OFFICIAL RECORDS BOOK 3509, PAGE 876; AMENDMENT TO TOHOPEKALIGA WATER AUTHORITY WATER, WASTEWATER AND RECLAIMED WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT RECORDED MAY 29, 2008, IN OFFICIAL RECORDS BOOK 3692, PAGE 401, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. (APPLIES - UNPLOTTABLE)
20. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF HUNTINGTON, AS RECORDED IN PLAT BOOK 12, PAGE(S) 109 THROUGH 112, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (APPLIES - AS SHOWN)

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 TOHO GRANDE

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 the Utility Easements, Drainage Easements, Drainage and Utility Easements and the Unobstructed Drainage and Maintenance Easement shown hereon to the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed by the person(s) named below on 8/13/2023, 2023.

ABIDING APARTMENTS, LLC, Florida limited liability company

By: Dale Hedrick
Print Name: Dale Hedrick, Manager

Signed and sealed in the presence of:

Witness: Barbie Vines Therese P. Thomas
Signature: Barbie Vines Therese P. Thomas
Print Name: Barbie Vines Therese P. Thomas

STATE OF FLORIDA

COUNTY OF Palm Beach

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 13th DAY OF August, 2023, WHO PERSONALLY APPEARED Dale Hedrick, Manager, WHO IS ☒ PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED AS IDENTIFICATION.

NOTARY SIGNATURE Patricia Nadine Castiglione

PRINTED NAME Patricia Nadine Castiglione

MY COMMISSION EXPIRES June 4, 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 7/13/2022 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 28, Township 25 South, Range 29 East

Osceola County, Florida. Richard B. Brown
Dated 8/5/23 Registration No. 345700
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) 847-8140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 9/6/23 Florida Professional Surveyor and Mapper Richard B. Brown reviewed this plat. This plat complies with the requirements of Chapter 177, Florida Statutes, Chapter 177.

Dated 9/6/23 Registration No. 345700

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That onthe 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.....

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel: (407) 847-2179 Fax (407) 847-8140

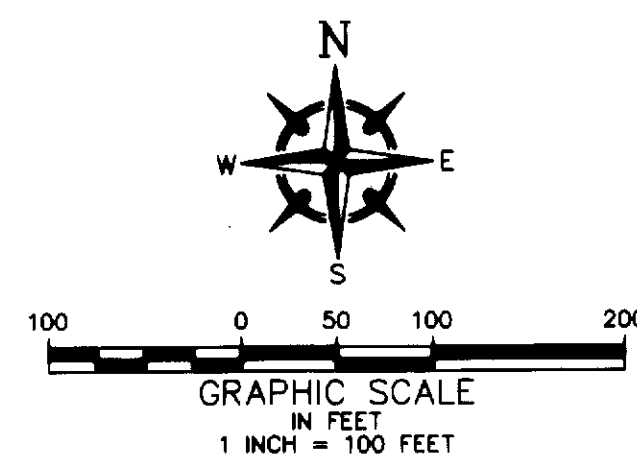
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

TOHO GRANDE

SHEET 2 OF 5

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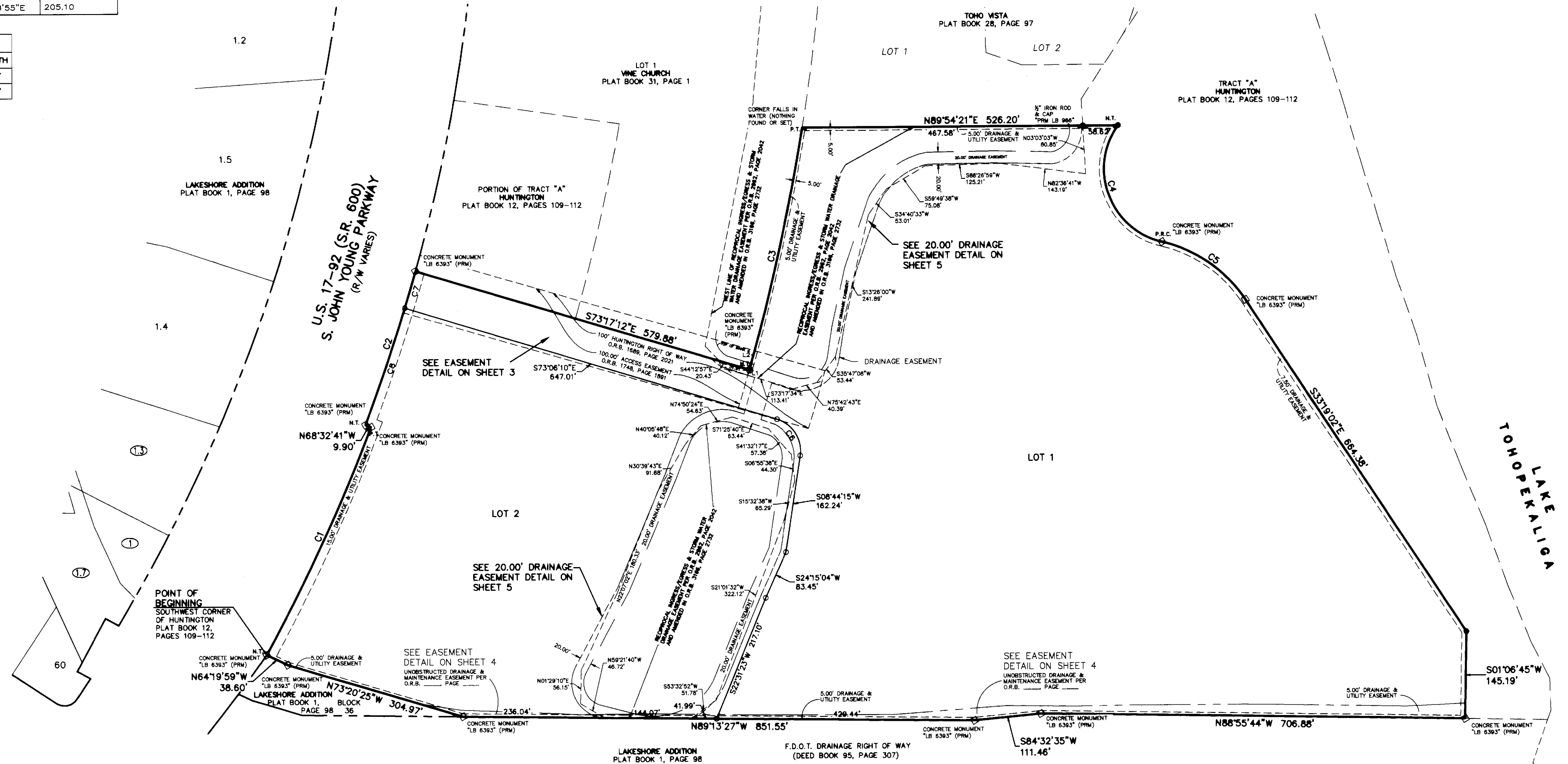
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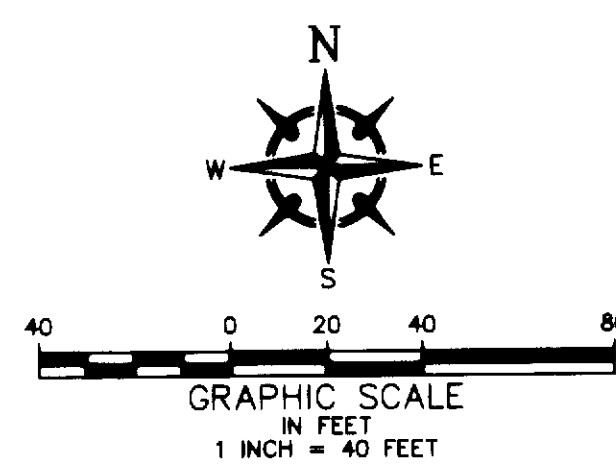
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CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	2984.79	8°01'20"	417.91	N24°56'50"E	417.57
C2	2974.79	5°11'02"	269.14	N18°21'56"E	269.05
C3	3554.59	6°39'10"	412.73	N12°36'49"E	412.50
C4	125.00	112°30'59"	245.47	S20°17'27"E	207.89
C5	230.00	43°10'41"	173.33	S54°57'37"E	169.25
C6	55.00	81°50'24"	78.56	S32°10'57"E	72.05
C7	2974.79	1°13'58"	64.00	N16°23'24"E	64.00
C8	2974.79	3°57'04"	205.14	N18°58'55"E	205.10

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S73°17'12"E	0.11'
L2	S73°45'12"E	0.11'



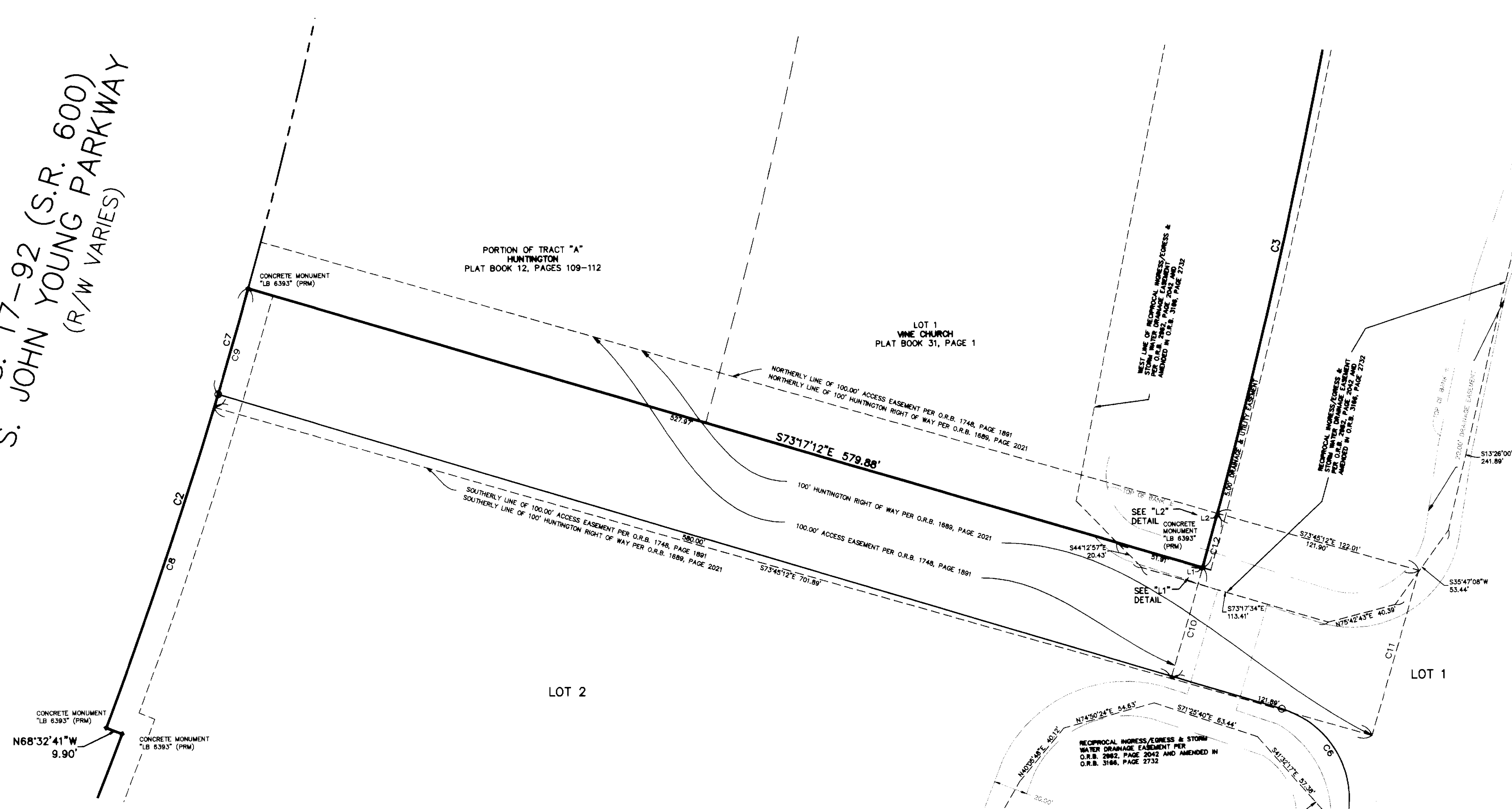
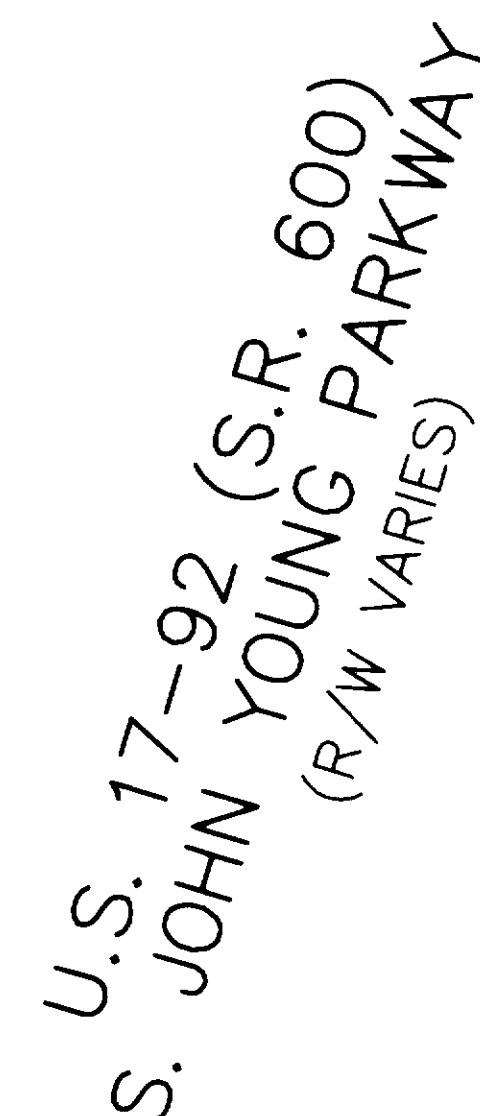
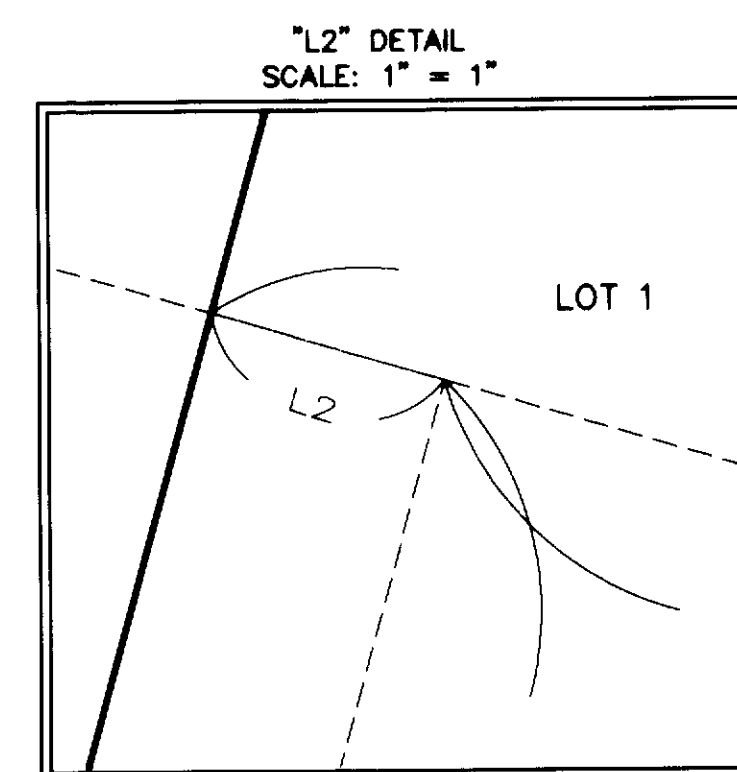
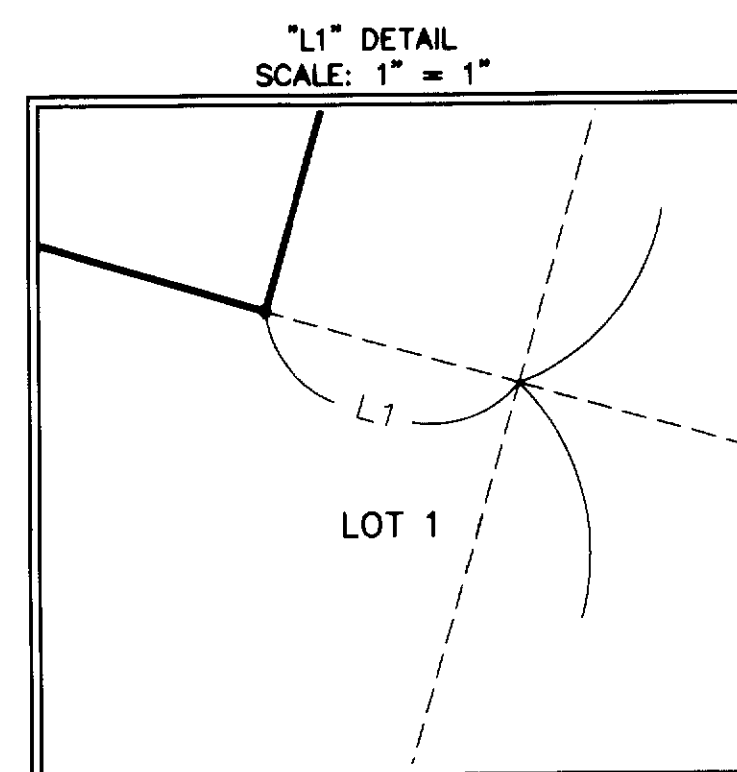
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C7	2974.79	1°13'58"	64.00	N16°23'24"E	64.00
C8	2974.79	3°57'04"	205.14	N18°58'55"E	205.10
C9	2974.79	1°23'11"	71.98	N16°28'01"E	71.98
C10	3554.59	1°05'03"	67.26	S16°27'58"W	67.26
C11	3676.34	1°33'30"	100.00	N16°12'40"E	99.99
C12	3554.59	0°31'40"	32.74	S15°39'37"W	32.74

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L2	S73°45'12"E	0.11'



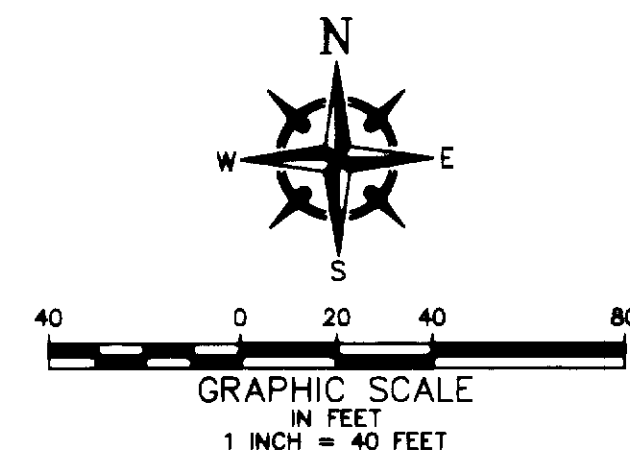
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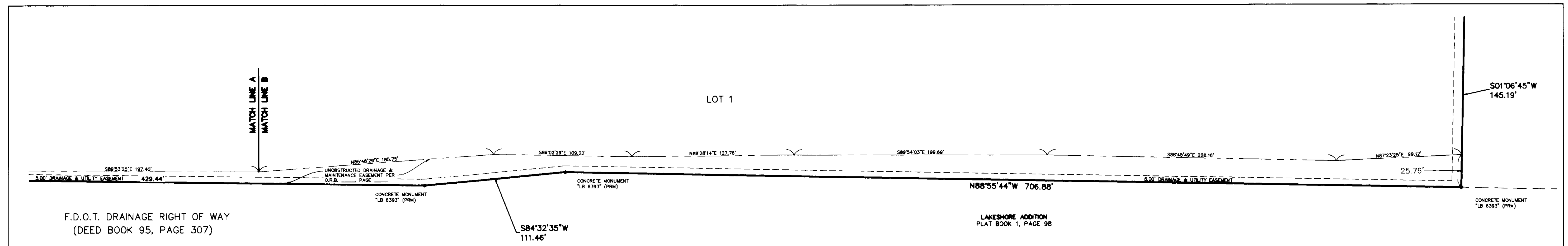
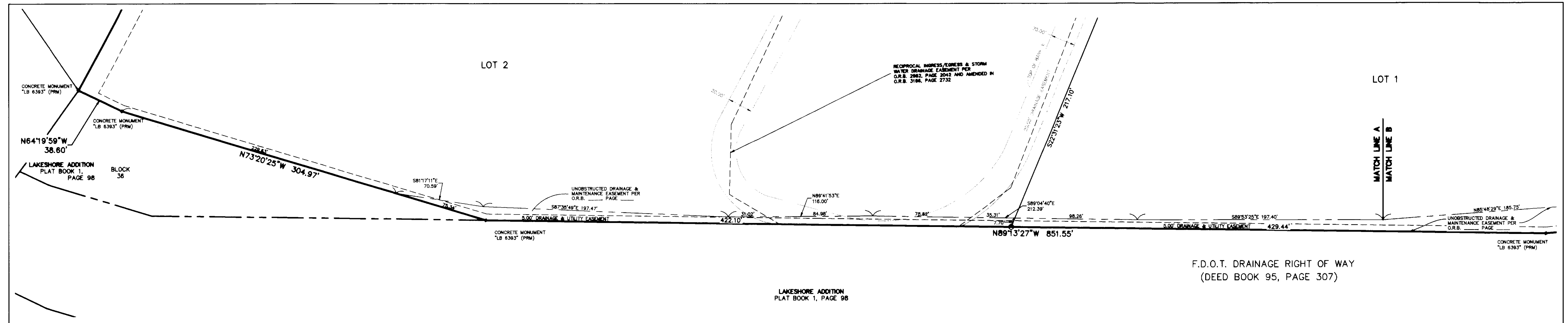
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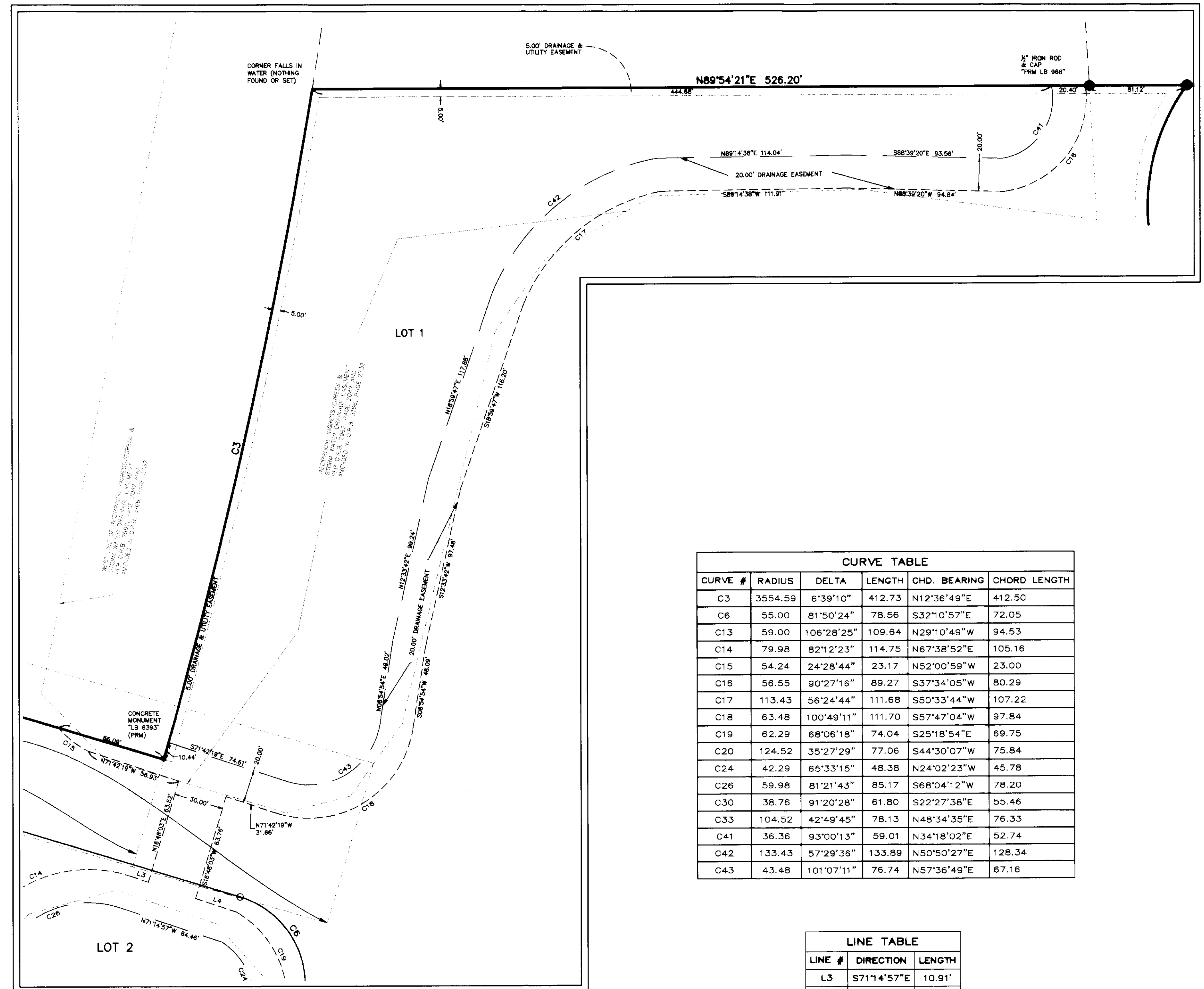
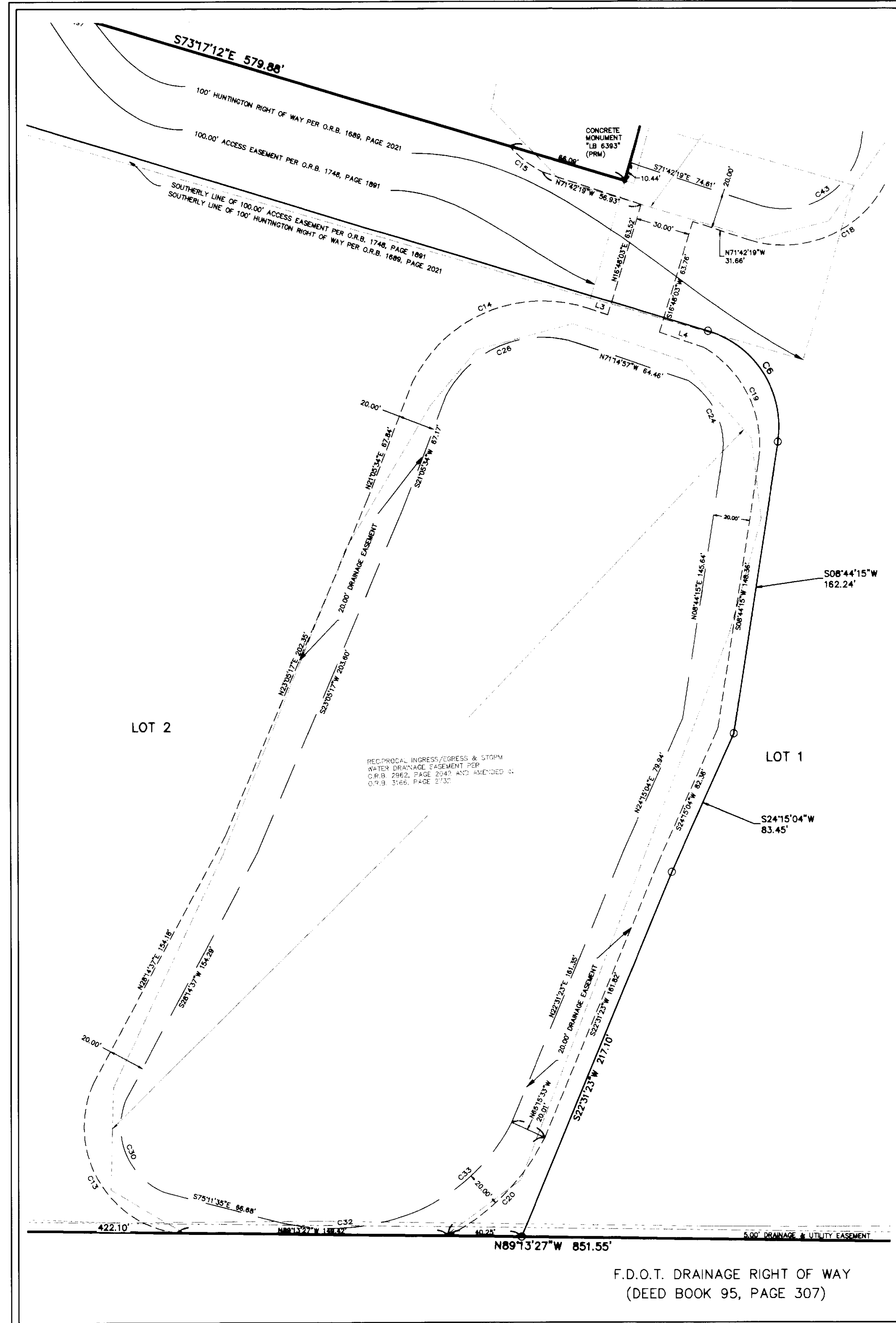
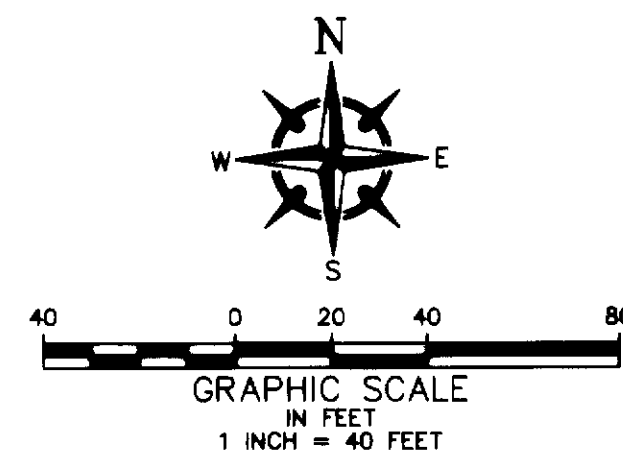
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CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C3	3554.59	6°39'10"	412.73	N12°36'49"E	412.50
C6	55.00	81°50'24"	78.56	S32°10'57"E	72.05
C13	59.00	106°28'25"	109.64	N29°10'49"W	94.53
C14	79.98	82°12'23"	114.75	N67°38'52"E	105.16
C15	54.24	24°28'44"	23.17	N52°00'59"W	23.00
C16	56.55	90°27'16"	89.27	S37°34'05"W	80.29
C17	113.43	56°24'44"	111.68	S50°33'44"W	107.22
C18	63.48	100°49'11"	111.70	S57°47'04"W	97.84
C19	62.29	68°06'18"	74.04	S25°18'54"E	69.75
C20	124.52	35°27'29"	77.06	S44°30'07"W	75.84
C24	42.29	65°33'15"	48.38	N24°02'23"W	45.78
C26	59.98	81°21'43"	85.17	S68°04'12"W	78.20
C30	38.76	91°20'28"	61.80	S22°27'38"E	55.46
C33	104.52	42°49'45"	78.13	N48°34'35"E	76.33
C41	36.36	93°00'13"	59.01	N34°18'02"E	52.74
C42	133.43	57°29'36"	133.89	N50°50'27"E	128.34
C43	43.48	101°07'11"	76.74	N57°36'49"E	67.16

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	S71°14'57"E	10.91'
L4	S71°14'57"E	25.82'



SR-23-0001- Toho Grande

Final Plat

Date Generated: 8/28/2023

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.D**Osceola Square Lot 6 Replat - Final Plat (DRC# SR 21-0005)****Request**

Approval of the final plat known as Osceola Square Lot 6 Replat.

Explanation

The owner of the property, Saibaba of Orlando Inc., is requesting final plat approval without a guarantee. The property is located north of West Vine Street and east of Armstrong Boulevard and is split into two lots for development purposes.

Recommendation

Staff recommends approval of the final plat for the Osceola Square Lot 6 Replat.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S)Plat
2. Vicinity Map

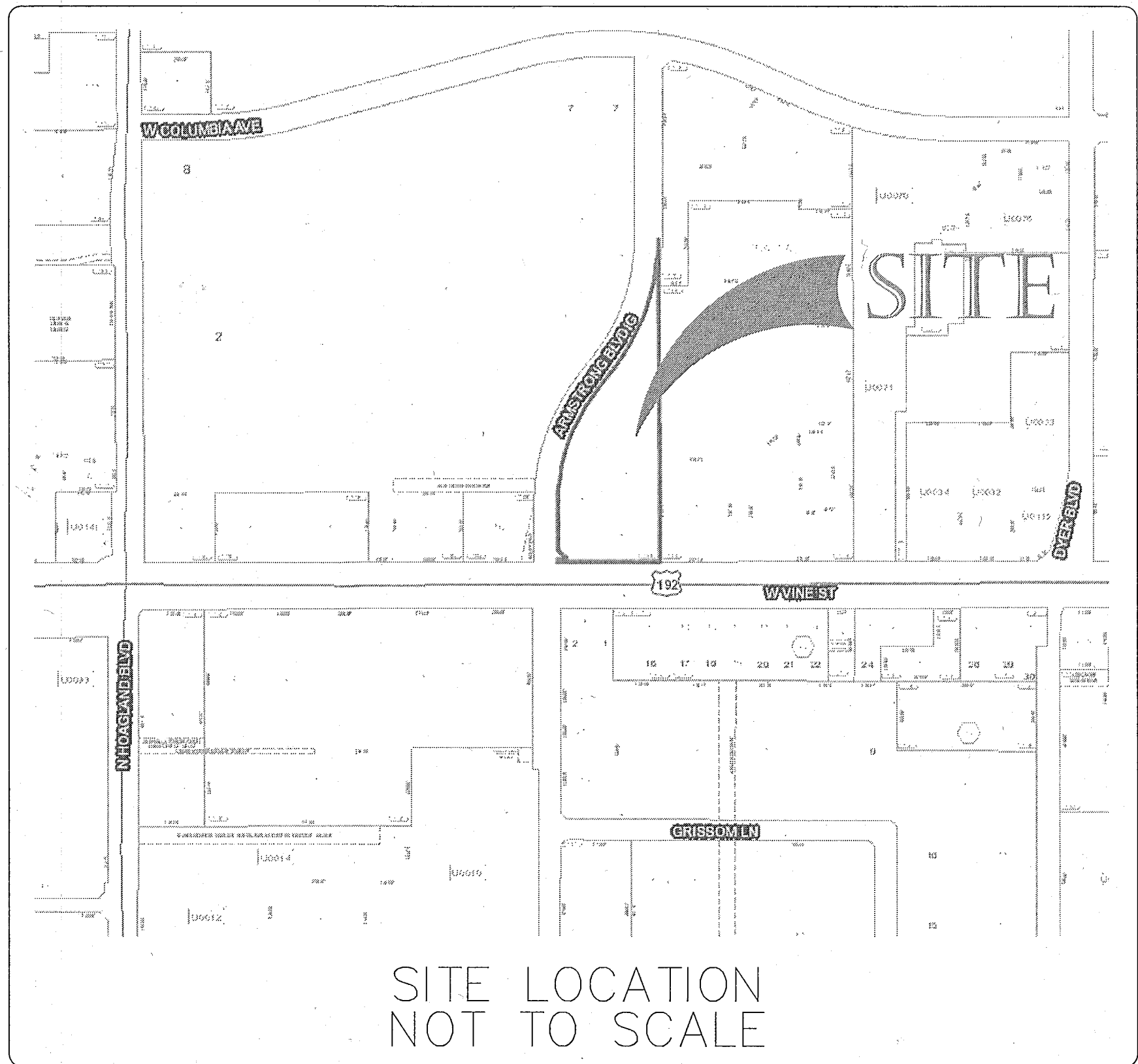
OSCEOLA SQUARE LOT 6 REPLAT

A PARTIAL REPLAT OF LOT 6, OSCEOLA SQUARE, AS RECORDED IN PLAT BOOK 4, PAGES 146 THROUGH 148,
LYING IN SECTIONS 17 AND 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION:

All of Lot 6, excepting the South six feet thereof, according to the Plat of OSCEOLA SQUARE, as recorded in Plat Book 4, Pages 146 through 148, Public Records of Osceola County, Florida. Further excepting the portion conveyed to the City of Kissimmee, in Quit Claim Deed recorded June 23, 2006, in Official Records Book 3196, Page 1871, of said Public Records.

Containing 154,520.7 square feet, or 3.5 acres, more or less.



NOTES:

1. BEARINGS ARE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 17 AS BEING S89°33'46"W.
2. THE LANDS SHOWN HEREON ARE SUBJECT TO A D.R.I. DEVELOPMENT ORDER ADOPTED BY THE CITY OF KISSIMMEE PURSUANT TO THE FLORIDA CHAPTER 380. A NOTICE OF SAID D.R.I. DEVELOPMENT ORDER IS RECORDED IN OFFICIAL RECORD BOOK 797, PAGE 1908, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
3. PER CHAPTER 177.091(28), FLORIDA STATUTES: ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH 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, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. CROSS ACCESS AND CROSS USE OVER AND ACROSS LOT 6 OF OSCEOLA SQUARE, PLAT BOOK 4, PAGES 146 THROUGH 148 IS IN ACCORDANCE WITH "RECIPROCAL EASEMENT AGREEMENT (REA) WITH COVENANTS CONDITIONS AND RESTRICTIONS" AS RECORDED IN O.R.B. 6141, PAGES 138 THROUGH 151, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
5. THE PORTION OF THE STREETScape ZONE THAT LIES WITHIN PARCELS 6-A AND 6-B IS A PERMANENT RIGHT OF WAY EASEMENT DEDICATED TO THE CITY OF KISSIMMEE.
6. AT THE TIME OF PLATTING THE FOLLOWING MATTERS ALSO AFFECT THE SUBJECT PROPERTY:
 - A. EASEMENT TO KISSIMMEE UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 3375, PAGE 2177 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. BLANKET IN NATURE.
 - B. DRAINAGE EASEMENT GRANTING RIGHTS FOR SURFACE WATER DRAINAGE TO THE AREA NOTATED AS DRAINAGE EASEMENT ON THE PLAT OF OSCEOLA SQUARE AS SHOWN IN PLAT BOOK 4, PAGE 148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
 - C. RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 6141, PAGE 138 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
 - D. EASEMENT TO TOHOPEKALIGA WATER AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 3464, PAGE 116 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. AS SHOWN HEREON

Legend:

P.C. = POINT OF CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE
P.R.C. = POINT OF REVERSE CURVATURE
P.I. = POINT OF INTERSECTION
P.T. = POINT OF TANGENCY
C.M. = CONCRETE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
I.P. = IRON PIPE
I.R. = IRON ROD
N&D = NAIL AND DISK
C.L. = CENTER LINE
R/W = RIGHT OF WAY
R = RADIUS
L = ARC LENGTH
Δ = CENTRAL ANGLE
CH = CHORD DISTANCE
CB = CHORD BEARING
FND = FOUND
PG. = PAGE(S)
P.B. = PLAT BOOK
D.U.E. = DRAINAGE AND UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
LB = LICENSED BUSINESS
● = SET 1/2" IRON ROD AND CAP
■ = 4"x4" CONCRETE MONUMENT AND DISC PRM
■ = LB 8086 (UNLESS OTHERWISE NOTED)
■ = LB 9086 (UNLESS OTHERWISE NOTED)

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.

PREPARED BY:
DEEP SOUTH SURVEYING - 596 TERRANOVA CIRCLE - WINTER HAVEN - FLORIDA - 33884
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB 8086

DRC Ref #:
SR-21-0005

PLAT
BOOK

PAGE

OSCEOLA SQUARE LOT 6 REPLAT
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the Easements and Right-of-Ways shown hereon to the perpetual use of the public.

IN WITNESS WHEREOF, has caused these presents to be signed and sealed by the person(s) named below on: 8/22/2023.

SAIBABA OF ORLANDO INC., a Florida corporation

By: [Signature]
Print Name: Harsh Karamchandani Title: President

Signed in the presence of:
WITNESS: [Signature]
Print Name: Harsh Karamchandani

WITNESS: [Signature]
Print Name: Harsh Karamchandani

STATE OF FLORIDA, COUNTY OF OSCEOLA
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization. This 8th day of August, 2023, by Harsh Karamchandani as President of SAIBABA OF ORLANDO INC. Such person is [] personally known to me or has [] produced Identification. Type of Identification produced: SAIBABA OF ORLANDO INC.

SIGNATURE OF NOTARY PUBLIC

[Signature]
Printed Name or Stamp: Ana P Duarte-Benitez

My Commission Number: 44235932
My Commission Expires: 8/15/2025

CERTIFICATE OF APPROVAL
BY THE MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS THAT BANK OF CENTRAL FLORIDA, MORTGAGEE OF THE LANDS SHOWN HEREON DOES HERBY CONSENT TO ANY WORK WITH THE OWNER'S DEDICATION AS STATED HEREON:

WITNESS: [Signature]
Printed Name: Ana P Duarte Title: Senior V.P. Southstate Bank

CERTIFICATE OF APPROVAL
BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 9/13/23, the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat and conforms to Florida Statutes, Chapter 177.

Dated: 9/13/23 Registration No. 5700 P.S.M.

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 Circuit Court

in and for Osceola County, Florida

BY: _____ D.C. File No. _____

CERTIFICATE OF SURVEYOR

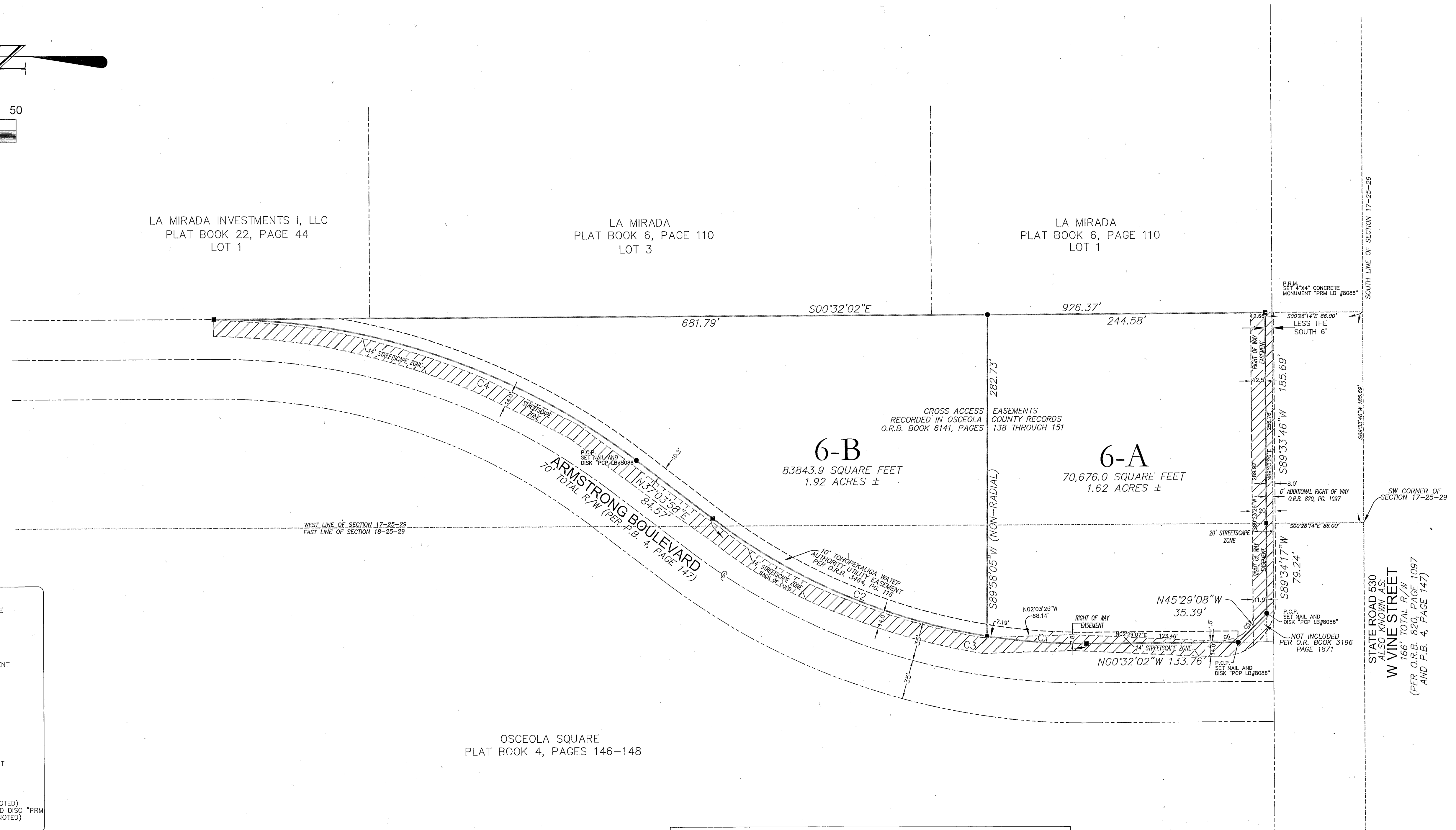
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a professional surveyor and mapper, licensed in the State of Florida, does hereby certify that the plat shown herein was prepared under his direction and supervision and that the plat complies with all the survey requirements of Chapter 177, Florida Statutes; that permanent reference monuments have been placed and permanent control points have been / will be placed as required by Chapter 177, Florida Statutes and the Osceola County Land Development Code, and that said land is located in Sections 17 and 18, Township 25 South, Range 29 East, Osceola County, Florida.

[Signature]
DAVID P. WINTERS REGISTRATION NO. 7034
DEEP SOUTH SURVEYING, INC.
596 TERRANOVA CIRCLE
WINTER HAVEN, FLORIDA 33884
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB 8086

8/22/2023
DATE

PLAT _____
BOOK _____ PAGE _____

SHEET 2 OF 2



CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	538.69'	88.15'	9°22'34"	N04°09'15"E	88.0'
C2	538.69'	265.36'	28°13'26"	N22°57'15"E	262.6'
C3	538.69'	353.51'	37°36'00"	N18°15'58"E	347.2'
C4	608.69'	399.45'	37°36'00"	N18°15'58"E	392.3'
C5	20.00'	21.51'	61°36'44"	N59°48'12"W	20.4'
C6	43.75'	26.37'	34°32'16"	N11°43'42"W	25.9'

PREPARED BY:
DEEP SOUTH SURVEYING - 596 TERRANOVA CIRCLE - WINTER HAVEN - FLORIDA - 33884
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. LB 8086



Osceola County Property Appraiser, Osceola County, Florida

SR-21-0005 - Osceola Square Lot 6 Replat

Final Plat

Date Generated: 8/16/2023

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.E**Space/Use Permit Renewal for Terry's Electric****Request**

Commission approval to renew a Space/Use Permit at the airport for Terry's Electric, Inc.

Explanation

The current Space/Use Permit (SUP) with Terry's Electric expires on September 30, 2023. They have requested to renew their Space/Use Permit for a period of two years at the current fair market rate.

The new Space/Use Permit will be effective October 1, 2023, through September 30th, 2025. The monthly rent for the SUP will be \$1,488.30 plus sales tax.

Recommendation

Staff recommends Commission approval to renew a Space/Use Permit at the airport for Terry's Electric, Inc. for storage.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) SpaceUsePermit 2023-2025
2. Terrys Elect SUP Exhibit A

**CITY OF KISSIMMEE
KISSIMMEE GATEWAY AIRPORT**

SPACE/USE PERMIT

THE CITY OF KISSIMMEE, hereinafter referred to as "City" by its execution hereof, hereby authorizes the following person or entity, **Terry's Electric**, hereinafter referred to as "Permittee," to conduct business and/or occupy space at Kissimmee Municipal Airport, hereinafter referred to as "the Airport" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Permittee.** The name, address and telephone number of the Permittee hereunder are as follows:

Name: Mr. John Neveu
Terry's Electric

Address: 600 N. Thacker Avenue
Kissimmee, FL 34741

Telephone: 407-572-2100

2. **Business to be Conducted.** Permittee is authorized to conduct the following business at the Airport:

Open Storage of materials.

3. **Space to be Occupied.** Permittee is authorized to use the following space at the Airport: Approximately two (2) acres of property bounded by Hoagland Boulevard to the east, an east-west ditch on the north, the retention pond on the west and access road on the south as shown on the attached Exhibit "A".

4. **Term.** This Permit is effective from **October 1, 2023**, through **September 30, 2025**, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.

5. **Consideration.** In consideration for the rights granted hereunder by City, Permittee hereby agrees to pay to City, without demand, on the first day of each calendar month during the term hereof, in advance, without set-off or deduction, the following sum or sums, plus all sales, use, ad valorem, or any other taxes due thereon:

**87,120 SF x \$0.205 = \$17,859.60 + \$1,339.50 (7.5% sales tax) = \$19,199.10
monthly = \$1,599.92**

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, the consideration due hereunder for a portion of such month shall be pro-rated on a per-diem basis, and the first payment shall be due on or before the effective date hereof. All payments due hereunder shall be remitted to the Office of the Airport Director unless otherwise stated.

6. **Amount of Insurance Required.** The amount of comprehensive general liability and automobile liability insurance required to be carried by Permittee \$100,000.00.

7. **Security Deposit.** The amount of the security deposit to be held is N/A.

8. **Additional Terms and Conditions.** Permittee does hereby further agree to abide by all of the terms and conditions attached hereto. Storage area is to be completely enclosed by a minimum six foot high standard security fence. View of materials will be screened from view on all sides. Fabric screening will not be authorized. Experience has shown that fabric screening material attached to fences does not stand up to weather extremes and requires frequent replacement and repair. Permittor will be the sole judge of the adequacy of screening effectiveness.
9. **Default.** If either party fails to perform or comply with the terms of this permit, then either party may declare a default and terminate this permit immediately.
10. **Waiver of Jury Trial/Venue.** It is mutually agreed by and between the Permittee and the City that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

CITY OF KISSIMMEE

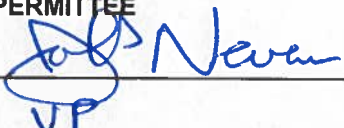
By: Mayor/Commissioner-Olga Gonzalez

Date: _____

ATTEST:

City Clerk

PERMITTEE



JP

Name-Title

Corporate Seal (or Notary Seal)

Approved as to form and correctness.
this _____ day of _____, 2023.

City Attorney



ITEM 7.F

Authorization to trade-in shotguns

Request

The Police Department is requesting Commission authorization to dispose of 96 shotguns purchased with federal forfeiture funds in exchange for a credit to be used for new equipment.

Explanation

KPD seeks to dispose of 96 shotguns and shotgun accessories that were purchased with U.S. Department of Treasury forfeiture funds in 2017 by transferring these items to Dana Safety Supply, Inc. in exchange for a \$16,800.00 credit. KPD seeks to purchase 115 rifle sights at \$124.50 each (\$14,317.50 total) and 18 gun lights at \$135.73 each (\$2,443.14 total) with the credit from Dana Safety Supply.

The Department of Treasury has advised that this transaction is permissible, as long as it is consistent with the City's procurement and disposal policies. KPD will follow all City of Kissimmee policies and procedures with regard to disposal of property prior to entering into this transaction. KPD officers will have the ability to purchase these shotguns from Dana Safety Supply, Inc. if they decide to do so.

Recommendation

Staff recommends approval of the disposal of the 96 shotguns in exchange for a credit to be used for the purchase of new equipment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

None

ITEM 7.G

Amendment No. 1 to Federal Aviation Administration Grant Agreement for Airport Project - Design Taxiway Delta Improvements

Request

Request City Commission approval of Amendment No. 1 to the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for Design of Taxiway Delta Improvements in the amount \$3,420.00 and Airport matching funds of \$380.00 for a total amount of \$3,800.00 for the Independent Fee Estimate (IFE).

Explanation

The Airport was awarded an FAA grant for the above referenced project which included a contract for AVCON, Inc. to provide the engineering services. Projects funded by the FAA in excess of \$100,000 require such services be reviewed by a qualified, independent engineering company and perform a price or cost analysis (IFE). RS&H, Inc. was hired to perform this task and reviewed AVCON, Inc.'s proposed contract prior to the FAA awarding the Airport grant funding. The work provided by RS&H was approved by the FAA and determined to be eligible for project reimbursement.

This project work is funded 90% by the FAA and 10% Airport as allocated in AP2305 Taxiway Delta project account. The original grant was previously approved by the Commission on July 18, 2023, Item 7.H "Acceptance of a Federal Aviation Administration Grant for Design Taxiway Delta Improvements." Item# 2023-4332. AIP Grant-3-12-0038-044-2023.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	Taxiway D	Increase	3,420	
47000334-334410		Increase	3,420	
46170109-509171		Increase	380	
46170106-506393	AP2305	Decrease	380	
47000381-381008	Taxiway D	Increase	380	
47070106-506393		Increase	380	

Financial Summary:

The FAA will pay 90% of the additional costs, totaling \$3,420.00 and the Airport will pay 10% of the costs, totaling \$380 for the Independent Fee Estimate in the amount of \$3,800.

Recommendation

Staff recommends Commission approval of Amendment No. 1 to the Federal Aviation Administration AIP Grant for Design Taxiway Delta Improvements in the amount \$3,420.00 and Airport matching funds of \$380.00 for a total amount of \$3,800.00.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. ISM AIP 4423 IFE
2. ISM-SOG-3-12-0038-044-2023-Grant Agreement (part 1) - signed
3. CC 07-18-2023 Explanation 7.H 30
4. CC 07-18-2023 - Action Summary 7.H



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Ste 524
Orlando, FL 32819
Phone: (407) 487-7720
Fax: (407) 487-7135

September 14, 2023

Shaun J. Germolus, A.A.E.
Director of Aviation
City of Kissimmee / Kissimmee Gateway Airport
401 Dyer Blvd.
Kissimmee, FL 34741

Dear Mr. Germolus:

RE: 3-12-0038-044-2023- Additional Funds for ISM Taxiway D Design IFE

The IFE is 100% eligible but FAA will only reimburse for 90% of these costs based on the 90/10 split between Federal funds and local funds as stated in the grant agreement.

Sincerely,

WILLIAM Digitally signed by
WILLIAM E FARRIS
E FARRIS Date: 2023.09.14
08:16:39 -04'00'

William E. Farris
Program Manager



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District
Office:
8427 South Park Circle, Suite
524
Orlando, FL 32819

June 23, 2023

Mr. Shaun J. Germolus, A.A.E.
Director of Aviation
City of Kissimmee
401 Dyer Blvd.
Kissimmee, Florida 34741

Dear Mr. Germolus:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0038-044-2023 at Kissimmee Gateway Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 22, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



[Juan C. Brown \(Jun 23, 2023 10:10 EDT\)](#)

Juan C. Brown
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 23, 2023
Airport/Planning Area	Kissimmee Gateway Airport
FY2023 AIP Grant Number	3-12-0038-044-2023
Unique Entity Identifier	LBMLAVYLN7M5
TO:	City of Kissimmee
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 10, 2023, for a grant of Federal funds for a project at or associated with the Kissimmee Gateway Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Kissimmee Gateway Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway D Pavement and Lighting (Design only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$450,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 450,000 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout

documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 22, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

- a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 22, 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

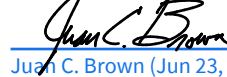
28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (Jun 23, 2023 10:10 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 20, 2023

City of Kissimmee

(Name of Sponsor)

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes (Jul 20, 2023 11:10 EDT)
(Signature of Sponsor's Authorized Official)

By: Olga Sanchez de Fuentes

(Typed Name of Sponsor's Authorized Official)

Title: City Attorney

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Olga Sanchez de Fuentes, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at July 20, 2023

Olga Sanchez de Fuentes
By: Olga Sanchez de Fuentes (Jul 20, 2023 11:11 EDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Kissimmee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 10, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ITEM 7.H

Acceptance of a Federal Aviation Administration Grant for Design Taxiway Delta Improvements

Request

Request Commission acceptance of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for Rehabilitate, Mark, Light Taxiway Delta & RIMS – Design and Permitting Engineering” at Kissimmee Gateway Airport.

Explanation

The Kissimmee Gateway Airport’s 3-year Capital Improvement Plan has identified the need to rehabilitate pavement and replace associated lighting for Taxiway Delta (TW D). The Pavement Condition Index (PCI) rating evaluates pavement conditions assigning a scale, 0 indicating failed, and 100 indicating perfect. PCI rating 41-55 indicates a “poor condition” and the current average number assigned to TW D is 47.5. The project will improve lighting with new LED edge lights and directional signs. In addition, the project will straighten an adjacent pavement, Taxiway Charlie, to meet the FAA’s Runway Incursion Mitigation (RIM) Program.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	AP2305	Increase	\$450,000.00	
47000331-331410	AP2305	Increase	\$450,000.00	

Financial Summary:

The design project cost is \$500,000, 90% FAA (\$450,000). Typically, the Florida Department of Transportation (FDOT) will offer 8% (\$40,000) at a later offer/date and require a local match (Airport) of 2% (\$10,000).

Recommendation

Staff recommends Commission approval to accept an FAA AIP Grant to fund an Airport Improvement Project: “Rehabilitate, Mark, Light Taxiway Delta & RIMS – Design and Permitting Engineering” at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Airport
Presenter:

City of Kissimmee



**COMMISSION MEETING ACTION SUMMARY
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 18, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Angela Eady, Carlos Alvarez, III, Janette Martinez

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

Members Absent: Mayor-Commissioner Olga Gonzalez, Commissioner Olga Castano

Staff Absent: Deputy City Manager Desiree Matthews, City Clerk Linda Hansell

Mayor Pro Tem Eady called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation- Parks and Recreation Month

3.B Proclamation- 10th Anniversary of Lechonera El Jibarito

3.C Employee of the Month for July - Luis Martinez

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance #22-14 to annex 15.50 acres of land - AX-22-0002

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

Motion to approve the Public Hearing and adopt Ordinance # 3078 Passed.

4.B Public Hearing - Final Reading - Proposed Ordinance #22-20 - Amending the Zoning Map from County Agricultural & Conservation (AC) to City Agricultural & Conservation (AC): Give Kids the World - ZMA-22-0005

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

Motion to approve the Public Hearing and adopt Ordinance # 3079 Passed.

4.C Public Hearing - Final Reading - Proposed Ordinance #23-12 - Amending the Zoning Map designation from Open Space (OS) to Multiple Family Medium Density (RC-2): Bass Road Townhomes, ZMA-22-0007

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

Motion to approve the Public Hearing and adopt Ordinance # 3080 Passed.

- 4.D Public Hearing - Second and Final Reading - Proposed Ordinance #23-13 - Amending Chapter 42, Traffic and Vehicles (Cancelled - Re-advertising)

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

Public Hearing announced, no action was taken; item to be continued to a future date after readvertising.

- 4.E Public Hearing - First Reading - Proposed Ordinance #23-08 to annex 0.79 acres of land - AX-23-0001

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

Motion to approve the Public Hearing and First Reading of Proposed Ordinance # 23-08 Passed.

5. PUBLIC HEARINGS

- 5.A Public Hearing - City of Kissimmee Annual Action Plan and Adoption of Accompanying Resolution

Motion to approve the Public Hearing and adopt Resolution # 09-2023 Passed.

- 5.B Public Hearing - First of two public workshops regarding Parks and Recreation Impact Fee increases and extraordinary circumstances

6. HEAR AUDIENCE

7. CONSENT AGENDA

- 7.A Approval of City Commission Minutes from the June 6, 2023 and June 20, 2023 meeting

Motion to approve Passed.

- 7.B Approval to award and sign agreement for bid IFB2023-002 for Bleacher Canopy Covers at Fortune Road Athletic Complex to Creative Shade Solutions, Inc.

Commission Action Summary – July 18, 2023

Motion to approve bid award in the amount of \$96,000 Passed.

- 7.C Approval to accept sponsorship donation for the 2023 Special Event Festival Series from AdventHealth

Motion to approve sponsorship donations in the amount of \$10,000 Passed.

- 7.D Approval of the City of Kissimmee Strategic Plan for FY 2024

Motion to approve Passed.

- 7.E Flora Ridge Parcel B-1 AKA First Loop Logistics Park (DRC# 20-00044) – Major Subdivision, Final Acceptance

Motion to approve Passed.

- 7.F Kissimmee Heights Replat One - Final Plat (DRC# 21-098)

Motion to approve Passed.

- 7.G Apache Avenue Lots - Final Plat (DRC# SR-22-0015)

Motion to approve Passed.

- 7.H Acceptance of a Federal Aviation Administration Grant for Design Taxiway Delta Improvements

Motion to accept a grant in the amount of \$450,000 Passed.

- 7.I Approval to award pool chemical and delivery services to Aquasol Commercial Chemical, Inc (Poolsure) through an intergovernmental cooperative purchasing agreement for the Bob Makinson Aquatic Center and the Lakefront Park Splashpad

Motion to approve agreement Passed.

- 7.J Sponsorship from Kissimmee Utility Authority for Parks and Recreation Special Events

Motion to approve sponsorship award in the amount of \$25,000 Passed.

- 7.K Task Order No. 2 for Professional Service Agreement with Avcon, Inc., for Taxiway Delta Design

Motion to approve AVCON Work Order in the amount of \$500,000 Passed.

- 7.L Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (DOH) FOR FY2023

Motion to approve award in the amount of \$7,500 Passed.

- 7.M Continuing Services Contract for Roof Replacement, Housing Rehabilitation, and Demolition and Reconstruction - Habitat for Humanity Greater Orlando and Osceola County and Osceola Council on Aging

Motion to approve two (2) continuing service roof replacement agreements Passed.

- 7.N Continuing Professional Engineering Services Contract Extension

Motion to approve seven (7) engineering continuing services contracts Passed.

- 7.O Kissimmee Police Department Canine Surplus and Retirement

Motion to approve Passed.

- 7.P Approval of a Space Use Permit for Jr. Davis Construction Company, Inc.

Motion to approve a permit with a monthly rate of \$7,024.05 Passed.

- 7.Q Renewal of Space/Use Permit for Jed Suhl d.b.a. Horse-Riding Orlando, LLC

Motion to approve a permit with a monthly rate of \$28.10 plus applicable sales tax Passed.

- 7.R Approval of agreement for mulch delivery and installation with Landscape Services Inc. through an intergovernmental cooperative purchasing agreement

Motion to approve agreement Passed.

- 7.S Approval of an Exhibit to the Master Fiber Optic Line Extension Master Agreement with the Kissimmee Utility Authority

Motion to approve fiber optic connectivity extension in the amount of \$141,846.52 Passed.

- 7.T Sonoma Resort at Tapestry, Phase 2C – Final Plat, Major Subdivision (DRC# SR-23-0003)

Motion to approved Passed.

- 7.U A Resolution authorizing the subordination of utility interests in Nine Parcels to the Florida Department of Transportation

Motion to adopt Resolution # 10-2023 with nine (9) accompanying subordination agreements Passed.

- 7.V Transfer of Funds for The Haven on Vine Operating Accounts

Motion to approve a fund transfer in the amount of \$168,155.01 with monthly lease payments projected at \$56,500 per month Passed.

8. DISCUSSION ITEMS

- 8.A Florida League of Cities Voting Delegate 2023

Motion to appoint Commissioner Martinez as the voting delegate for the Florida League of Cities annual meeting Passed.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.B Authorization to submit an application for a Florida Department of Transportation District Five Landscape Program Grant

Motion to approve a grant application in the amount of \$1,755,366 Passed.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.C External City Commission Board Vacancy: HelpNow of Osceola, Inc.

Motion to appoint Commissioner Martinez to the HelpNow of Osceola County Board of Directors Passed.

Commission Action Summary – July 18, 2023

8.D Advisory Board Vacancy: Police Pension Board

Motion to appoint Stephen Kartje to the Police Pension Board Passed.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

Meeting adjourned at 6:57 p.m.

ITEM 7.H

First Amendment to the Community Development Block Grant Subrecipient Agreement between the City of Kissimmee and Osceola Council on Aging, Inc. - Building Strong Families Continuing Education Program - Pathways

Request

Approve and execute the First Amendment to the Community Development Block Grant (CDBG) Subrecipient Agreement Between the City of Kissimmee and Osceola Council on Aging, Inc. - Building Strong Families Continuing Education Program - Pathways.

Explanation

The City and Council on Aging entered into a CDBG agreement to use \$34,941 to provide low-income households who are at risk for homelessness an opportunity to train for a higher-salaried job outside of the existing service industry structure prevalent in Osceola County. The agreement was executed on December 21, 2022 and it is set to expire on September 30, 2023. The Council has not assisted the target number of families as expected within the timeframe set in the agreement and requested an extension in order to have them completed.

The amendment extends the new completion deadline to September 30, 2024.

Recommendation

Approval and execution of the First Amendment to the CDBG Subrecipient Agreement Between the City of Kissimmee and Osceola Council on Aging, Inc. - Building Strong Families Continuing Education Program - Pathways.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) - First Amended Agreement - Pathways

**FIRST AMENDMENT TO THE COMMUNITY BLOCK GRANT (CDBG) PROGRAM
AGREEMENT BETWEEN
THE CITY OF KISSIMMEE, FLORIDA
AND
OSCEOLA COUNCIL ON AGING, INC.
BUILDING STRONG FAMILIES CONTINUING EDUCATION PROGRAM - PATHWAYS**

This **First Amendment to the CDBG Program Agreement** (hereinafter referred to as the "First Amendment") is entered into on December 21, 2022, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as "City") and **Osceola Council on Aging, Inc.**, a Florida not-for-profit corporation whose principal place of business is 700 Generation Point, Kissimmee, FL 34744 (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, on December 21, 2022 City and Subrecipient entered into the CDBG Agreement (the "Agreement"); and

WHEREAS, due to delays during the implementation of Pathways, Subrecipient was unable to achieve its expected goals within the expressed term of the Agreement and now requires additional time to fulfill its obligations under the Agreement; and

WHEREAS, the City Commission agrees to extend the term of the Agreement and finds that said extension complies with all CDBG rules, requirements and regulations.

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

1. All references in the Agreement to the expenditure deadline of September 30, 2023 shall be stricken and extended to September 30, 2024.
2. All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement, each upon the date set forth next to his/her name.

(REMAINING OF THE PAGE LEFT BLANK INTENTIONALLY)

Building Strong Families Continuing Education Program - Pathways
CDBG Amendment - Page 1 of 2

SUBRECIPIENT:

Osceola Council on Aging, Inc. a Florida
non-for-profit corporation

By: [Signature]
Wendy Ford
As President/CEO

Date: 9/18/2023

CITY:

CITY OF KISSIMMEE, a Florida
municipal corporation

By: _____
Olga Gonzalez,
As Mayor

ATTEST:

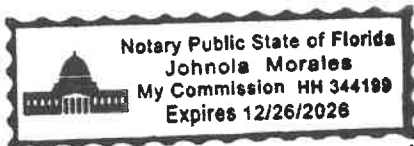
Linda Hansell, City Clerk

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this 18 day of September, 2023,
by Wendy Ford, as CEO of **Osceola Council on Aging**.
He/She ☒ is personally known to me or ☐ who has produced
_____ as identification.



[Signature]
NOTARY PUBLIC

Print Name: Johna Morales

My Commission Expires: _____

ITEM 7.I

First Amendment to the Community Development Block Grant Program Contract for Public Improvements between the City of Kissimmee and Metro Consulting Group, LLC

Request

Approve and execute the amendment to the CDBG contract for the design of the Hill Street Sidewalk Design project.

Explanation

The City and Metro Consulting Group entered into a CDBG agreement to use \$130,000 to pay for the design and surveying for the Hills Street Sidewalk Extension Project. The agreement was executed on June 9, 2022 and it is set to expire on September 30, 2023. Metro Group was unable to complete the project within the timeframe set in the agreement due to delays in the utilities coordination and requested an extension in order to have it completed.

The amendment extends the new completion deadline to January 30, 2024.

Recommendation

Approval and execution of the amendment to the CDBG contract for the design of the Hill Street Sidewalk Design project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) First Amended Contract Agreement - Hill Street Sidewalk

**FIRST AMENDMENT TO THE COMMUNITY BLOCK GRANT (CDBG) PROGRAM
CONTRACT FOR PUBLIC IMPROVEMENTS BETWEEN
THE CITY OF KISSIMMEE, FLORIDA
AND
METRO CONSULTING GROUP, LLC**

This **First Amendment to the CDBG Program Contract** (hereinafter referred to as the “First Amendment”) is entered into on June 9, 2022, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as “City”) and **METRO Consulting Group, LLC**, a Florida corporation, with a mailing address of 341 North Maitland Avenue, Suite 220, Maitland, FL 32751 (hereinafter referred to as “**CONTRACTOR**”).

WITNESSETH:

WHEREAS, on June 9, 2022 City and Contractor entered into the CDBG Contract (the “Contract”); and

WHEREAS, due to delays on the utilities coordination, Contractor was unable to complete the Project within the expressed term of the Contract and now requires additional time to fulfill its obligations; and

WHEREAS, the City Commission agrees to extend the term of the Contract and finds that said extension complies with all CDBG rules, requirements and regulations.

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

1. All references in the Contract to the expenditure deadline of September 30, 2023 shall be stricken and extended to January 30, 2024.
2. All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Contract, each upon the date set forth next to his/her name.

Signed in the presence of two witnesses: **METRO Consulting Group, LLC**

Signature _____ By: _____

Print Name: _____ Name: _____

Title: _____

Signature

Print Name: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this _____ day of _____, 2023,
by _____, as _____ of **METRO Consulting Group,
LLC.** He/She ☐ is personally known to me or ☐ who has produced
_____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

ATTEST:

**CITY OF KISSIMMEE, FLORIDA,
a municipal corporation**

By: _____
City Clerk

By: _____
Mayor
Date: _____

ITEM 7.J

Continuing Contract Services for Stormwater Monitoring Data Host

Request

Approval to award the Bid RFQ2023-004 Continuing Contract Services for Stormwater Monitoring Data Host to Woolpert, Inc.

Explanation

The City has seventeen (17) stormwater monitoring stations located throughout six (6) watershed basins. Monthly water analysis samples are collected to comply with the Nutrient Reduction Plan (NRP) and the Basin Management Action Plan (BMAP) requirements. In addition, the monitoring stations are set up to report continuous data every 15 minutes. The current data hosting contract has expired and a new contract will need to be awarded.

The Streets & Stormwater division advertised on July 16, 2023 with the Orlando Sentinel, Demand Star and Vendor Link. All bid package submittals were due to the City by August 29, 2023 at 2:30pm. The Streets & Stormwater division received a submittal from one vendor, Woolpert, Inc.

After the review of the bid package submitted, the City staff recommends moving forward with awarding of a continuing services contract to Woolpert. The continuing services contract will be for an initial period of three (3) years with two (2) optional one-year extensions. Each task assigned shall be prepared as a work order and submitted to the City Commission for approval as required.

Recommendation

Staff recommends City Commission to award the Bid RFQ2023-004 Continuing Contract Services for Stormwater Monitoring Data Host to Woolpert, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) SW Monitoring Data Hosting Service Contract - Woolpert, Inc.

**AGREEMENT between CITY OF KISSIMMEE
and WOOLPERT, INC.**

THIS AGREEMENT is made this _____ day of _____, 2023 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 (hereinafter “CITY”) and **WOOLPERT, INC.** whose business address is 3165 McCroy Place, Suite 115, Orlando, Fl. 32803, hereinafter referred to as “CONTRACTOR” and each represents as follows:

WITNESSETH

WHEREAS, City has seventeen (17) stormwater monitoring stations located throughout the watershed basin of the City to analyze the water for compliance with the Nutrient Reduction Plan (NRP) and the Basin Management Action Plan (BMAP) requirements; and

WHEREAS, City advertised a Request for Qualification Number **RFQ2023-004** for monitoring data hosting website services for the monitoring station; and

WHEREAS, City desires to award Bid Number **RFQ2023-004** to Contractor, as a responsive bidder consistent with the terms, conditions and requirements of the bid specifications; and

WHEREAS, Contractor agrees to provide services as further enumerated herein in the furtherance of the City’s stormwater monitoring program.

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** The initial contract period will be for three (3) years with two (2) optional one (1) year extensions.
3. **SERVICES.** Contractor agrees to provide annual data hosting services to the City as specified in the attached Scope of Services and Fee Estimate and any future addenda. The contractor will begin work promptly after receipt of a purchase order or work order; such receipt shall constitute a written notice to proceed.
4. **LICENSES and ACCREDITATION.** Contractor shall secure and maintain all licenses and accreditation necessary for initiation and completion of the services contained herein, and shall be responsible for the payment of license and accreditation fees.
5. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of Contractor’s invoice and verification that services have been

rendered in conformity with this Agreement, the City, through payment issued by the Public Works & Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

6. **INSURANCE.** Contractor during the term of the Agreement, shall, at its sole cost and expense, maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
7. **DAMAGE TO PREMISES.** Contractor is responsible for all damage to City property and private property resulting from Contractor's actions on or near the work sites. Contractor will be responsible for restoring, replacing, or repairing any damage, which occurs during the performance of work pursuant to this Agreement.
8. **TERMINATION FOR CAUSE.**
 - A. City may terminate this Agreement based on any of the following:
 1. If Contractor's quality of the services performed is not in conformance with Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per the EPA-approved methods which meet FL DEP protocol in effect as of the date of this Agreement, or;
 2. If Contractor or subcontractor(s) Florida Department of Public Health Environmental Laboratory Accreditation is revoked or expires, Contractor must notify City of same within two (2) business days. City may, at the City's sole discretion, provide Contractor thirty (30) days to acquire its re-certification, or;
 3. In the event of any breach by Contractor of the conditions set forth in this Agreement, including any non-performance of duties, the City's Designated

Representative may send a certified letter to the Contractor requesting that the Contractor show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the City within fifteen (15) days of the receipt by Contractor of said show cause notice, City may consider the Contractor to be in default, and may immediately terminate this Agreement.

4. In the event of termination for cause, City may adjust any payment to take into account any additional costs to be incurred by the City due to such default.

B. Contractor may terminate this Agreement for cause if City fails to pay the Contractor as provided herein. Contractor shall notify City of its intention to terminate with thirty (30) days notice provided by certified letter to the City Representative. If adequate assurances are not given to Contractor within fifteen (15) days of the receipt by the City of said show cause notice, then Contractor may consider the City to be in default, and may immediately terminate this Agreement.

9. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement in whole or in part, including termination specific to location, by giving Contractor written notice at least thirty (30) days prior to the effective date of termination. Upon receipt of termination from City, Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the Parties under this Agreement shall continue during such notice period, and the City shall continue to be responsible to the Contractor for payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall invoice the City for all amounts not previously billed and due to the Contractor at that time. Contractor shall not be entitled to any additional fees or expenses for any work commenced, or expenses incurred after the notice of termination was received by the Contractor, unless specifically approved or requested by the City. No amount shall be allowed for anticipated profit on unperformed services or other work. Contractor shall, however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

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

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees

for the enforcement, or appeals thereof arise from Contractor's negligent performance of the Agreement or any material breach or default of Contractor.

11. **NON - DISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
12. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this Agreement or any portion hereof. Any unauthorized assignment shall be void, and shall terminate the Agreement at the City's option. Contractor's interest in this Agreement is not assignable by operation of law.
13. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

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

14. **DISPUTES.** Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing

by the aggrieved Party to the other Party within forty-five (45) days of its occurrence. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved Party may then seek to resolve the matter through remedies at law.

15. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
16. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** It is mutually agreed by the Parties that each do hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim which may be brought by either of the Parties hereto against the other on any matter concerning or arising out of this Agreement. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
17. **WAIVER.** No failure of City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
18. **NOTICES.** City designates the Stormwater Manager of the Public Works & Engineering Department as the City Representative for all matters pertaining to and arising from the work and performance of this Agreement. Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to City:

Ms. Nagel Altrui
Street & Stormwater Manager
Department of Public Works & Engineering
City of Kissimmee
2213 Mabbette Street
Kissimmee, Florida 34741

Notice to Contractor:

James Riddle
Project Director
514 Pettigru Street
Greenville, SC 29601

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

22. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.
23. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
24. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

Signature page to follow

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

By: J.P. Johns

Date: September 14, 2023

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 14th day of September, 2023,
by J.P. Johns, as Vice President of Woolpert, Inc. licensed for
business in Florida, who is personally known to me or has produced identification.

Notary Seal:



CHERYL GESSLING
Commission # HH 080815
Expires March 27, 2025
Bonded Thru Budget Notary Services

Notary: [Signature]
Print Name: Cheryl Gessling
My Commission Expires: March 27, 2025

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor- Commissioner

Date: _____

ATTEST:

Linda Hansel, City Clerk

Approved as to form and legal sufficiency:

City Attorney

ITEM 7.K

Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program

Request

Approval to enter into an Intergovernmental Transfer (IGT) agreement with the Agency for Health Care Administration (AHCA) in order to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

Explanation

Since 2016, a program has been in place for Public Emergency Medical Services (EMS) providers in the state of Florida to receive Public Emergency Medical Transportation (PEMT) Medicaid Fees for Service (FFS) Supplemental Payment reimbursements. To date, the City has received \$2,180,699.89 through the PEMT FFS program. In June 2020, the Commission approved the City to enter into agreements with the seven Medicaid Managed Care Organizations (MCOs) in our region in order to receive additional supplemental payments for Medicaid patients transported by the Fire Department. The PEMT program provides supplemental payments to eligible public entities that meet specific requirements and provides emergency medical transportation to Medicaid recipients.

In order to continue to receive these funds, the City needs to execute a Letter of Agreement (LOA) with AHCA for IGTs not to exceed \$685,731.47 for FY23-24. These funds are included in the City's FY23-24 Budget. Once executed, the City can expect to receive an estimated net total of approximately \$945,409.04 in reimbursements from the MCOs.

Recommendation

Staff recommends approval of the IGT agreement with AHCA.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S)2023-24 PEMT LOA - Kissimmee Fire Department
2. Year 5 MCO SFY 2023-23 Model-Draft

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2023, by and between **City of Kissimmee** on behalf of **Kissimmee Fire Department**, and the State of Florida, **Agency for Health Care Administration** (the “Agency”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

“Public Emergency Medical Transportation (PEMT),” pursuant to the General Appropriation Act, Laws of Florida 2023-156 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2023-2024, passed by the 2023 Florida Legislature, the **City of Kissimmee** and the Agency agree that the **City of Kissimmee** will remit IGT funds to the Agency in an amount not to exceed the total of **\$685,731.47**. The **City of Kissimmee** and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The **City of Kissimmee** will return the signed LOA to the Agency.
3. The **City of Kissimmee** will pay IGT funds to the Agency in an amount not to exceed the total of **\$685,731.47**. The **City of Kissimmee** will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2023 through June 2024 are due to the Agency no later than October 31, 2023, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the **City of Kissimmee** when payment is due.
4. The **City of Kissimmee** and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. **City of Kissimmee** agrees to maintain books, records, and documents (including

electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

- ii. **City of Kissimmee** agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. **City of Kissimmee** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The **City of Kissimmee** agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. **City of Kissimmee** agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the **City of Kissimmee** which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The **City of Kissimmee** agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
5. This LOA may only be amended upon written agreement signed by both parties. The **City of Kissimmee** and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
6. **City of Kissimmee** confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. **City of Kissimmee** agrees the following provision shall be included in any agreements between **City of Kissimmee** and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2023, through June 30, 2024, and shall be terminated September 30, 2024, which includes the states certified forward period.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2023-2024
Estimated IGTs	\$685,731.47
Total Funding Not to Exceed	\$685,731.47

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

City of Kissimmee

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

NAME: _____

TITLE:

DATE: _____

SIGNED
BY: _____

NAME: Thomas Wallace

TITLE: Deputy Secretary, Division of
Medicaid

DATE: _____

Year 5 SFY 2023-24 PEMT MCO Allotments

	Medicaid Number	Provider	Region	Total Allotment	Total IGTs Needed	Estimated Net New Federal Revenue
1	88173200	Alachua County Fire Rescue	3	\$ 4,080,607.62	\$ 1,715,487.44	\$ 2,365,120.18
2	88018300	Baker County Fire Rescue	4	\$ 281,146.64	\$ 118,194.05	\$ 162,952.59
3	10186800	Bay County EMS	2	\$ 1,657,478.87	\$ 696,804.12	\$ 960,674.75
4	400001300	Boynton Beach Fire Rescue	9	\$ 852,627.71	\$ 358,444.69	\$ 494,183.02
5	99404900	Bradford County EMS	3	\$ 715,423.25	\$ 300,763.93	\$ 414,659.32
6	88137600	Brevard County Fire Rescue	7	\$ 4,791,743.23	\$ 2,014,448.85	\$ 2,777,294.38
7	400042100	Broward Sheriffs Fire Rescue	10	\$ 2,417,616.07	\$ 1,016,365.80	\$ 1,401,250.27
8	89925900	Charlotte County Fire & EMS	8	\$ 2,043,366.41	\$ 859,031.24	\$ 1,184,335.17
9	113842700	Citrus County	3	\$ 814,038.96	\$ 342,221.98	\$ 471,816.98
10	112679700	City of Coconut Creek Fire Rescue	10	\$ 124,341.54	\$ 52,273.18	\$ 72,068.36
11	1305000	City of Fernandina Beach Fire Department	4	\$ 79,627.59	\$ 33,475.44	\$ 46,152.15
12	400009900	City of Greenacres	9	\$ 336,885.95	\$ 141,626.85	\$ 195,259.10
13	400007200	City of Hialeah Fire Department	11	\$ 1,541,100.09	\$ 647,878.48	\$ 893,221.61
14	88104000	City of Jacksonville - Fire Division Rescue Services	4	\$ 11,963,126.30	\$ 5,029,298.30	\$ 6,933,828.00
15	14564900	City of Key West Fire Department	11	\$ 289,109.40	\$ 121,541.59	\$ 167,567.81
16	400037400	City of Lauderdale Fire Rescue Department	10	\$ 1,010,657.85	\$ 424,880.56	\$ 585,777.29
17	117949700	City of Lighthouse Point	10	\$ 22,663.24	\$ 9,527.62	\$ 13,135.62
18	400035800	City of Longwood	7	\$ 131,691.78	\$ 55,363.22	\$ 76,328.56
19	89282300	City of Margate	10	\$ 438,564.25	\$ 184,372.41	\$ 254,191.84
20	87475200	City of Miami Fire-Rescue Department	11	\$ 5,798,113.44	\$ 2,437,526.89	\$ 3,360,586.55
21	88070100	City of Miramar Fire Rescue	10	\$ 577,606.27	\$ 242,825.68	\$ 334,780.59
22	8855600	City of Ocoee Fire Department	7	\$ 431,826.53	\$ 181,539.88	\$ 250,286.65
23	85063200	City of Pembroke Pines Fire Rescue Department	10	\$ 954,306.01	\$ 401,190.25	\$ 553,115.76
24	400040400	City of Plantation	11	\$ 648,046.06	\$ 272,438.56	\$ 375,607.50
25	400047100	City of Sanford	7	\$ 704,397.89	\$ 296,128.87	\$ 408,269.02
26	88499500	City of St. Cloud Fire Rescue	7	\$ 586,794.07	\$ 246,688.23	\$ 340,105.84
27	400057900	City of Stuart Fire Rescue	9	\$ 271,346.32	\$ 114,073.99	\$ 157,272.33
28	88094900	City of Sunrise Fire Rescue	10	\$ 257,258.36	\$ 108,151.41	\$ 149,106.95
29	400041200	City of Tamarac Fire Department	10	\$ 474,090.41	\$ 199,307.61	\$ 274,782.80
30	88103100	Clay County Fire Rescue	4	\$ 1,274,653.93	\$ 535,864.51	\$ 738,789.42
32	89707800	Collier County EMS	8	\$ 1,894,524.07	\$ 796,457.92	\$ 1,098,066.15
31	400039100	Coral Springs Fire Department	10	\$ 749,111.85	\$ 314,926.62	\$ 434,185.23
33	3997800	County of Volusia	4	\$ 5,681,122.14	\$ 2,388,343.75	\$ 3,292,778.39
34	20395700	Delray Beach Fire Rescue	9	\$ 588,019.11	\$ 247,203.23	\$ 340,815.88
35	88100700	Desoto County Fire Rescue	8	\$ 474,090.41	\$ 199,307.61	\$ 274,782.80
36	88175900	Dixie County Emergency Services	3	\$ 111,478.62	\$ 46,865.61	\$ 64,613.01
37	88087600	Flagler County Fire Rescue Department	4	\$ 603,944.63	\$ 253,898.32	\$ 350,046.31
38	400063300	Fort Lauderdale Fire Rescue	11	\$ 2,753,276.98	\$ 1,157,477.64	\$ 1,595,799.34
39	400045500	Fort Myers Beach Fire Department	8	\$ 53,901.75	\$ 22,660.30	\$ 31,241.45
40	89871600	Gilchrist County	3	\$ 292,784.52	\$ 123,086.61	\$ 169,697.91
41	88053100	Hamilton County EMS	3	\$ 286,046.80	\$ 120,254.07	\$ 165,792.73
42	400115000	Hardee County	6	\$ 250,520.64	\$ 105,318.88	\$ 145,201.76
43	163910300	Hendry County	8	\$ 212,544.41	\$ 89,353.67	\$ 123,190.74
44	400076500	Hernando County Fire Rescue	3	\$ 1,161,337.74	\$ 488,226.39	\$ 673,111.35
45	111363700	Highlands County EMS	6	\$ 833,027.07	\$ 350,204.58	\$ 482,822.49
46	88084100	Hillsborough County Fire Rescue	6	\$ 9,499,571.24	\$ 3,993,619.75	\$ 5,505,951.49
47	88031100	Hollywood Fire Rescue & Beach Safety Department	10	\$ 1,354,281.51	\$ 569,339.95	\$ 784,941.56
48	88224100	Indian River County ALS	9	\$ 864,265.59	\$ 363,337.25	\$ 500,928.34
49	88061200	Jefferson County Ambulance Service - Jefferson County Fire Rescue	2	\$ 324,635.55	\$ 136,476.79	\$ 188,158.76
50	84438100	Kissimmee Fire Department	7	\$ 1,631,140.51	\$ 685,731.47	\$ 945,409.04
51	103181100	Lake Emergency Medical Services	3	\$ 4,032,831.07	\$ 1,695,402.18	\$ 2,337,428.89
52	400105200	Lake Mary Fire Department	7	\$ 180,080.85	\$ 75,705.99	\$ 104,374.86
53	88022100	Lee County EMS	8	\$ 5,088,202.87	\$ 2,139,080.49	\$ 2,949,122.38
55	400024200	Lehigh Acres Fire Control and Rescue District	8	\$ 927,967.66	\$ 390,117.60	\$ 537,850.06
56	400101000	Leon County EMS	2	\$ 4,367,266.94	\$ 1,835,999.02	\$ 2,531,267.92
57	88051500	Levy County Department of Public Safety	3	\$ 826,901.87	\$ 347,629.55	\$ 479,272.32
58	88042600	Madison County Fire Rescue	2	\$ 453,877.25	\$ 190,810.00	\$ 263,067.25
59	400064100	Maitland Fire Rescue Department	7	\$ 118,216.34	\$ 49,698.15	\$ 68,518.19
60	88030200	Manatee County EMS	6	\$ 3,214,504.47	\$ 1,351,377.68	\$ 1,863,126.79
61	683100	Marion County Fire Rescue	3	\$ 5,673,159.38	\$ 2,384,996.20	\$ 3,288,163.18
62	83903500	Martin County Fire Rescue	9	\$ 1,140,512.07	\$ 479,471.27	\$ 661,040.80
63	87883900	Miami Beach Fire Department	11	\$ 316,672.79	\$ 133,129.24	\$ 183,543.55
64	83899301	Miami -Dade Fire Rescue	11	\$ 9,860,957.98	\$ 4,145,546.74	\$ 5,715,411.24
65	87736100	Monroe County	11	\$ 162,317.78	\$ 68,238.39	\$ 94,079.39

66	88086800	Nassau County	4	\$	409,163.30	\$	172,012.25	\$	237,151.05
67	400050100	North Lauderdale Fire Rescue	10	\$	384,049.98	\$	161,454.61	\$	222,595.37
68	88048500	North Port Fire Rescue	8	\$	494,916.08	\$	208,062.72	\$	286,853.36
69	400006400	Oakland Park Fire Rescue	10	\$	441,626.85	\$	185,659.93	\$	255,966.92
70	17422000	Okaloosa County EMS	1	\$	2,498,468.70	\$	1,050,356.24	\$	1,448,112.46
71	88046900	Okeechobee County Fire Rescue	9	\$	533,504.84	\$	224,285.43	\$	309,219.41
72	400038200	Orange County Fire Rescue	7	\$	10,199,681.49	\$	4,287,946.10	\$	5,911,735.39
73	3655700	Orlando Fire Department	7	\$	3,595,491.85	\$	1,511,544.78	\$	2,083,947.07
74	89085500	Osceola County Fire Department	7	\$	1,975,376.70	\$	830,448.36	\$	1,144,928.34
75	400028500	Palm Beach County Fire Rescue	9	\$	6,300,379.76	\$	2,648,679.65	\$	3,651,700.11
76	18248400	Palm Beach Gardens Fire Rescue	9	\$	408,550.78	\$	171,754.75	\$	236,796.03
77	88120100	Pasco County Board of County Commissioners - Fire Rescue	5	\$	6,205,439.18	\$	2,608,766.63	\$	3,596,672.55
78	87678000	Pinellas County EMS Authority DBA Sunstar	5	\$	24,027,318.39	\$	10,101,084.65	\$	13,926,233.74
79	400087100	Plant City Fire Rescue	6	\$	276,859.00	\$	116,391.52	\$	160,467.48
80	88015900	Polk County Fire Rescue	6	\$	9,463,432.56	\$	3,978,427.05	\$	5,485,005.51
81	400002100	Pompano Beach Fire Rescue	10	\$	1,849,810.12	\$	777,660.17	\$	1,072,149.95
82	400021800	Riviera Beach Fire Department	9	\$	745,436.73	\$	313,381.60	\$	432,055.13
83	84662700	Sarasota County Fire Department	8	\$	2,960,308.71	\$	1,244,513.78	\$	1,715,794.93
84	400046300	Seminole County Fire Department	7	\$	2,449,467.11	\$	1,029,755.97	\$	1,419,711.14
85	400090100	South Walton Fire District	1	\$	88,815.39	\$	37,337.99	\$	51,477.40
86	88085000	Suwannee County	3	\$	467,965.21	\$	196,732.57	\$	271,232.64
87	88065500	St. Lucie County Fire District	9	\$	4,209,236.80	\$	1,769,563.15	\$	2,439,673.65
88	22548000	Tampa Fire Department	6	\$	4,988,974.64	\$	2,097,364.94	\$	2,891,609.70
89	89269600	Temple Terrace Fire Department	6	\$	264,608.60	\$	111,241.46	\$	153,367.14
90	400051000	Town of Davie Fire Rescue	10	\$	656,621.34	\$	276,043.61	\$	380,577.73
91	88105800	Wakulla County Fire Rescue	2	\$	250,520.64	\$	105,318.88	\$	145,201.76
92	23813300	Walton County Fire Rescue	1	\$	705,010.41	\$	296,386.38	\$	408,624.03
93	87867700	West Palm Beach Fire Department	9	\$	1,214,014.46	\$	510,371.68	\$	703,642.78
94	3458200	Winter Park Fire-Rescue	7	\$	381,599.90	\$	160,424.61	\$	221,175.29
Totals				\$	200,000,000.00	\$	84,080,000.00	\$	115,920,000.00

ITEM 7.L

Approval to award bid IFB# 2023-004 to Premier Lawn Maintenance, LLC. for landscape services

Request

Approval to award bid IFB# 2023-004 to Premier Lawn Maintenance, LLC. for landscape services at the Kissimmee Civic Center, Rose Hill Cemetery, and Fire Station 12.

Explanation

The Parks and Recreation Department recently advertised a bid for landscape services on July 16, 2023 to include but not limited to mowing, trimming, edging, trash pick up, weed control and blowing for the Kissimmee Civic Center, Rose Hill Cemetery and Fire Station 12. The submitted bids were opened on August 29, 2023 and a review of the bids showed that the lowest bidder was Trimac Outdoors. After following up on the submitted bid documents, the references provided were nonresponsive and their past experiences listed were not in the State of Florida or with a government entity. Due to these circumstances and the difference of \$116 per cycle in cost, staff recommended awarding the bid to the qualified second lowest bidder, Premier Lawn Maintenance, LLC.

Premier Lawn Maintenance is the second lowest bid and has submitted strong local government references with local area experience. The submitted bid is \$750 per cycle at the Kissimmee Civic Center, \$1,900 per cycle at the Rose Hill Cemetery and \$125 per cycle at Fire Station 12, for a total of \$2,775 per cycle for 39 cycles. This will be a total annual amount of \$108,225. This contract will be for 36 months with the option of two (2) twelve-month renewals.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150203-504646				\$34,125
00150503-504646				\$74,100

Financial Summary:

The funds will be available in the Parks division budget as well as the Cemetery division budget.

Recommendation

Approval to award bid IFB# 2023-004 to Premier Lawn Maintenance, LLC. for landscape services at the Kissimmee Civic Center, Rose Hill Cemetery, and Fire Station 12.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation

Presenter:

Attachment(s):

1. IFB2023-004 Landscape Services abstract form
2. (S) Landscape Service Contract with Premier Lawn Maintenance 2023

ABSTRACT OF BIDS

City of Kissimmee

INVITATION/BID# IFB2023-004 Landscape Services

OPENING DATE: August 29, 2023
TIME: 3:00PM

REQ. DEPARTMENT: Matt Libby – P&R Assistant Director

DATE\ TIME	VENDOR NAME CITY AND STATE	Item A Kissimmee Civic Center	Item B Fire Station No. 12	Item C Rose Hill Cemetery	Attended Pre-bid	Acknowledged Addendums	Total Bid All Cycles	COMMENTS
	Trimac Outdoors Orlando, FL	577.00	115.00	1967.00	yes	yes	2659.00	Per Cycle
	PremierLawn Maintenance Sanford, FL	750.00	125.00	1900.00	yes	yes	2775.00	Per Cycle
	Northeast Landscaping Ashaway, RI	1260.00	255.00	2461.00	yes	yes	3976.00	Per Cycle
	Aero GroundTeck Ocoee, FL	756.00	173.00	1872.00	yes	yes	2801.00	Per Cycle
	Watson Enterprises Inc. Kissimmee, FL	725.00	85.00	2013.00	yes	yes	2823.00	Per Cycle
	PLT Landscaping Altamonte Springs, FL	495.00	95.00	3095.00	yes	yes	3685.00	Per Cycle
	Quality Lawn Services Inc. Kissimmee, FL	1135.00	203.00	2439.00	yes	yes	3777.00	Per Cycle
	Second to None Landscaping Sanford, FL	730.78	153.88	2333.10	yes	yes	3217.76	Per Cycle

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

**AGREEMENT FOR
GROUND MAINTENANCE SERVICES
BETWEEN THE CITY OF KISSIMMEE
AND CONTRACTOR**

THIS AGREEMENT is made this _____ day of _____ 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and Premier Lawn Maintenance, LLC, a Florida Limited Liability Company, whose business address is 5421 South Bryant Avenue, Sanford, Florida 32773, hereinafter “Contractor,” collectively hereinafter referred to as the “Parties,” and each represents as follows:

WITNESSETH

WHEREAS, City is in need of ground maintenance for various City owned properties, more particularly described herein the Scope of Services, and hereinafter collectively referred to as “Services”; and

WHEREAS, City issued an Invitation for Bid, IFB2023-004, (hereinafter “IFB” and attached hereto and incorporated herein as Exhibit A) to identify a vendor or vendors to perform these services; and

WHEREAS, upon a review of all submissions to the IFB, City has decided to enter this Agreement with Contractor to perform the Services; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. TERM.** The term of this Agreement shall be effective thirty-six (36) months beginning on the date that this Agreement is fully executed. Upon mutual written agreement of the Parties, this Agreement may be renewed for two (2), twelve (12) month periods.
- 3. SCOPE OF WORK.** Contractor agrees to perform the Scope of Work outlined in the IFB (Exhibit A), Contractor’s response to the IFB, which is attached hereto and incorporated herein as Exhibit B, and as set forth in this Section within the maintenance boundaries of the Rose Hill Cemetery, 1615 Old Boggy Creek Road, Kissimmee, FL 34744, the Kissimmee Civic Center, 201 East Dakin Avenue, Kissimmee, FL 34741, and the Kissimmee Fire Station 12, 1403 Denn John Lane, Kissimmee, FL 34744,. The maintenance boundaries of these properties are further described in Exhibit C. At the Rose Hill Cemetery, Contractor shall edge (as that term is defined in the IFB) according to the instructions and timeframes set out in Exhibit C.

4. **MOWING CYCLES.** Contractor shall provide the Scope of Work pursuant to the Exhibit D, which is attached hereto and incorporated herein, unless a Mowing Cycle is cancelled by the Contract Coordinator within twenty-four (24) hours notice based upon lack of need, special events, prevailing weather conditions, or available funding.
5. **PAYMENT.** The City agrees to pay Contractor \$2,775.00 per each Mowing Cycle satisfactorily completed. Such payment is consideration for Contract performing the Scope of Work at each of the four locations provided in Exhibit C. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Parks and Recreation Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
6. **PROJECT MANAGERS.** The Contract Coordinator, as that term is defined in the IFB, for the City is:

Michael McClung
Lead Foreman
(407) 518-2340 ext. 1721
michael.mcclung@kissimmee.gov

Contractor shall provide a thoroughly competent Superintendent who shall be in charge of the work and be present during performance of this Agreement. Contractor's Superintendent for this Agreement is:

Addiel Amador
President
(407) 536-5716
aamador@plmfl.com

Either Party may amend this Section by sending an email to the other Party in accordance with the Notice Section below.

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

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

CONTRACTOR, by virtue of acceptance of this Agreement certifies that:

1. CONTRACTOR and its Subcontractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
2. CONTRACTOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. CONTRACTOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. Subcontractor will provide CONTRACTOR with an affidavit stating that Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. CONTRACTOR must maintain a copy of such affidavit.
6. CITY may terminate this Contract on the good faith belief that CONTRACTOR or its Subcontractors knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. CONTRACTOR is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

- 8. INDEMNIFICATION.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of Contractor; and

- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

Contractor shall be responsible for restoring, replacing, or repairing any property damaged by Contractor during the performance of this Agreement.

To the extent permitted by law, Contractor, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Contractor, its agents, employees, Subcontractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28.

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

9. **INSURANCE.** Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

- a. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will not be less than the statutory amounts for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. **Comprehensive General Liability:** Contractor will provide coverage for all operations including, but not limited to Contractual, Products, and Completed Operations with limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Contractor will provide umbrella coverage in excess to the

coverage in paragraphs B), and C) of not less than \$1,000,000.00.

- 10. NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Steve L. Lackey Parks and Recreation 101 Church Street, Suite 330 Kissimmee, FL 34741	Contractor Addiel Amador President 5421 South Bryant Avenue Sanford, FL 32773
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- 11. SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Contractor from the responsibility to the City for the proper completion of all work to be executed under this Agreement, and the Contractor shall not be released from the responsibility by any Subcontractor agreement the Contractor makes with others. If applicable, Contractor shall be required to furnish to the City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
- 12. NON-ASSIGNMENT.** Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.
- 13. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
- 14. TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Contractor, unless specifically approved or requested by the City. Contractor shall, however, be

entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

- 15. TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR, but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

- 16. WAIVER:** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

- 17. HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
- 18. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 19. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 20. RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.
- 21. CHANGES IN WORK ITEMS OR SCOPE.** The City and the Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Contractor and the City. All Change Orders must be approved by the City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Contractor unless the Contractor has received a prior written Change Order signed by an authorized representative of the City, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.
- 22. GUARANTEES AND WARRANTIES.** The Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing the City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by Subcontractors as well as work done by the Contractor.
- 23. BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or

provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 14 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

- 24. ATTACHMENTS:** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 25. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.
- 26. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.
- 27. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
- 28. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
- 29. PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

30. SCRUTINIZED VENDOR LIST. By acceptance of this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONTRACTOR. If a civil action is brought and the court determines that CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date CITY determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

31. SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS. Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Consultant based on the Consultant's social, political, or ideological interest.

32. FUNDING. The obligation of CITY for payment to the CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

33. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEEER. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of CITY. All employees of CONTRACTOR shall be, at all times, employees of the CONTRACTOR under its sole discretion, and not an employee or agent of CITY. CONTRACTOR shall provide competent employees. CITY may require CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on CITY property is not in the best interest of CITY.

34. ORDER OF PRECEDENCE. In the event of a conflict between the terms of this Agreement and any of the attachments, the order of precedence shall be:

1. This Agreement,
2. Exhibit A,
3. Exhibit C,
4. Exhibit D, then
5. Exhibit B.

35. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly

independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

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



CONTRACTOR

By: Addiel Amador

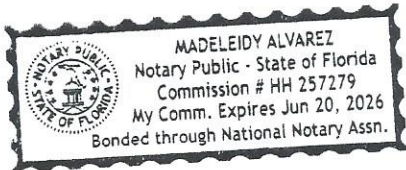
Title: President

Date: 9-18-23

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 18 day of September, 2023, by means of ☒ physical presence or ☐ online notarization, by Addiel Amador as President for (PLM), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: 
Print Name: _____
My Commission Expires: _____

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Date: _____

Attest:

City Clerk

Approved as to form & legality

City Attorney

EXHIBIT A
IFB

*** INVITATION TO BID ***

- I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number IFB2023-004 Landscape Services
- II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the envelope, one (1) original, one (1) copy, and (1) electronic copy.
- III. To be considered bids MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00PM August 29, 2023.

- IV. All bids shall be opened and read publicly in the City of Kissimmee Finance Dept. 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM August 29, 2023.
- V. All bids must be according to specifications and conditions, and on the forms provided herein.
- VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this Bid, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the Bid Abstract should include such request with a self addressed stamped envelope in their bid.



Brandon Durango
Procurement Manager

General Requirements:

- 1.1 BID PREPARATION:** Submission of a bid in response to this solicitation shall evidence the bidders acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned bids will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the bid. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.
- 1.2 SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidders name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.
- 1.3 PRICING:** The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.
- 1.4 DELIVERY:** Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.
- 1.5 DEFAULT:** Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.
- 1.6 LATE BIDS AND WITHDRAWAL OF OFFERS:** No bid will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.
- 1.7 DISCOUNTS:** Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.
- 1.8 BID EVALUATION AND AWARD:** All bids received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all bids in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the bid which in its judgment, best services the interest of the City of Kissimmee. Bidders are cautioned that no communication with any City of Kissimmee involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Agent. Bid awards will be posted in the Purchasing Office after Commission Approval. Contractors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful Contractor(s).

1.9 BILLING AND PAYMENT: The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Contractor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES: The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidders request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS: The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES: Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Contractors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY: All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS: In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all Contractors who have been furnished bid packages. However it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDER'S CERTIFICATION: By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

- A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
- B. That the bidder has not divulged or discussed his offer with other bidders.
- C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
- D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 "NO BID" RESPONSE: Contractors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.

1.17 CFPC: The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor

1.19 PROTEST: Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Dept. 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list".

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the RFQ opening date. Phone inquiries will not be responded to. Last day for questions is 4:00PM, August 14, 2023; an addendum will be issued not later than 5:00PM, August 18, 2023.

However, unless modified by a written addendum issued by the Purchasing Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any Contractor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all Contractors who have received bid packages.

2.3 This bid contains pages 1 – 32, please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.4 **INDEMNITY:** The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.5 **INSURANCE PROVISIONS:** The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: The Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: The Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

C) Comprehensive Automobile Liability: The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) Umbrella Liability: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.6 **BID BOND:** No bid bond is required for this bid. No performance bond is required for this bid

2.7 **ALTERNATE BIDS WILL NOT BE ACCEPTED:**

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.8 No minor children are permitted to accompany bidders during pre-bid conferences, bid opening or site tour.

2.9 **The City of Kissimmee has a Local Contractor Preference Policy:** When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local Contractor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.10 A link to this website is available through the City's Web Page www.kissimmee.gov under the Finance Department, Purchasing. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Bid response.

2.11 **FEES AND LICENSURE COST:** The successful bidder will be responsible for all fees/licensure

2.12 **Employees Information/Criminal History:** The successful bidder shall be required to provide an annual comprehensive listing of all employees of the bidder who will be on the premises of the City of Kissimmee. This obligation is continuing in nature and must be updated from time to time by the successful bidder as additional employees are employed by the bidder. This information includes but is not limited to driver's licenses numbers. A criminal background check on any personnel who may be assigned duties in any space at any City Facility will be obtained by the successful bidder and maintained throughout the term of the Agreement. The successful bidder will disclose criminal background checks upon the request of City. Anyone working on the premises of the City without a background check on file with the successful bidder will be cause for immediate termination of this contract. The cost of this background check is the responsibility of the successful bidder. Anyone found to have any sexual offenses on their criminal background check, including arrests and not limited to convictions, shall be ineligible to work on City of Kissimmee premises.

2.13 **LIABILITY:** The successful bidder shall act as an independent contractor and not as an employee of the City of Kissimmee. The Contractor will be required to indemnify, defend, hold and save harmless City of Kissimmee, its officers, agents, and employees, from damages arising from the Contractor's performance of, or failure to perform, any task or duty required to be performed.

2.14 **CONFLICT OF INTEREST:** All offers must disclose with their offer the name of any officer director, or agent, who is also an officer or employee of the City of Kissimmee. Further, all bidders must disclose the name of any City of Kissimmee officer or employee who owns, directly or indirectly, an interest of the bidder's firm or any of its branches.

2.15 **TERMINATION FOR CONVENIENCE:** The City of Kissimmee reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the City of Kissimmee, the Contractor shall only provide those services specifically approved or directed by the City of Kissimmee. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Kissimmee shall continue to be responsible to the Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

Upon termination, Contractor shall bill the City of Kissimmee for all amounts not previously billed and due to the Contractor at that time. The Contractor shall not be entitled to a professional fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Contractor, unless specifically approved or requested by the City of Kissimmee. The Contractor shall however, be entitled to payment for services commenced and approved by the City of Kissimmee prior to the receipt of notice, or with the express written consent of the City of Kissimmee, prior to the effective date of termination.

2.16 **LAWS GOVERNING THIS CONTRACT:** Any contractual arrangement between the City of Kissimmee and the Contractor shall be consistent with and be governed by the ordinances or the City of Kissimmee, laws of the state of Florida both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in the City of Kissimmee.

2.17 **MODIFICATIONS:** Any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Kissimmee.

2.18 **POST AWARD CONFERENCE:** The successful bidder will meet with the Parks Manager within ten (10) days after notification to proceed for the purpose of providing proof of insurance, licensure, and to perform a walk-through of the maintenance sites covered by this contract. Any questions regarding the scope or requirements of this job should be resolved at this meeting prior to commencement of work. A schedule of mowing cycles will be established at this meeting.

2.19 **FORM OF CONTRACT:** The Contract agreement between the Contractor and the Owner will be furnished by the Owner with any amendments thereto.

2.20 **PRICING:** The lump price for furnishing all design, labor, and materials to do the work (required by the plans and specifications being provided by the bidder), will be shown on the enclosed "Schedule of Offers" and shall include all costs associated with the project.

2.21 **TERM OF CONTRACT:** Any contract resulting from this solicitation will be for a period of 12 months renewable annually for a period not to exceed 60 months. The City reserves the right to cancel without cause on any or all locations.

2.22 **SPECIAL PROVISIONS:** Any offer should be substantially similar to the attached specifications. Any deviations should be clearly identified and explained.

A. **Use of Premises:** The contractor is responsible for all damages to the City of Kissimmee property and private property near the job site. The contractor will be responsible for restoring, replacing or repairing any damage which occurs during the performance of his work. The contractor is also responsible for the cleanup and removal of all debris, cuttings, accidental or otherwise, which occur as a result of his operations.

- B. Supervisions of work: The contractor shall provide a thoroughly competent superintendent who shall be in charge of the work and be present during all normal maintenance.

3.0 SPECIAL REQUIREMENTS/QUALIFICATIONS:

- A. The Contractor shall have engaged in grounds maintenance for a period of not less than five (5) years.
- B. The Contractor shall see that all equipment used is in good condition and maintained to achieve maximum operating efficiency at all times.
- C. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions in connection with this work. The Contractor shall provide the necessary protection to prevent damage, injury, or loss to all employees or visitors on the job site.

The contractor shall be solely and completely responsible for any MOT including but not limited to OSHA approved Men Working Signs, cones and safety vests

3.1 THE CONTRACT:

Written notice of award by the City of Kissimmee will constitute acceptance of the submittal by bidder. The Contract shall consist of the following:

- 1) The bid package as signed by the successful bidder
- 2) Any documentation included in the bidder's submittal as required in the bid
- 3) Other materials submitted by the bidder and accepted by the City and
- 4) A Contract mutually entered into by the parties in accordance with the bid.

Award of the Contract will be issued on an appropriate timeline. Purchase Orders may be issued as appropriate.

The initial term of the Contract is for 36 months. Upon mutual written agreement of the parties, the Contract may be renewed in increments of one year for a maximum of two total additional increments.

3.2 PAYMENTS: Payments to the Contractor shall be made only upon submission by the Contractor of efficient proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made.

The Contractor shall provide at the post award conference a payment schedule for work phases. Payment to the Contractor prior to initiation of the project and receipt by the City of Kissimmee for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. The Contract Coordinator shall sign off on invoices as proof of satisfactory completion.

Bills for the compensation of completed work shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof to the Kissimmee Parks and Recreation Parks Operations Center, 20 LakeView Drive., Kissimmee, FL 34741.

3.3 PROPOSAL OF PUBLIC DOMAIN: All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Contractors

shall not submit pages marked a proprietary or otherwise restricted.

3.4 ASSIGNMENT: Successful Proposer shall not assign his contract with the City of Kissimmee without prior approval of the City of Kissimmee.

3.5 The Contractor warrants that its services under this agreement shall be conducted in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession for the relevant geographical area. Any or all portions of the contract may **not** be sub-contracted out by the company awarded the bid.

3.6 PRE-BID CONFERENCE: A **MANDATORY** pre-bid conference and site walk thru will be held 9:00AM July 31, 2023 at the Rosehill Cemetery Conference Room, 1615 Old Boggy Creek Rd, Kissimmee, FL 34744. **Bidders are expected to preview the sites prior to the pre-bid conference. A single addendum addressing questions will be issued after the pre-bid if required.** No questions will be addressed after the pre-bid, or the issue of an addendum whichever is later.

3.7 REFERENCES: Provide with your bid a minimum of 3 current references for job of equal scope and 2 references from jobs no longer serviced.

4.0 SPECIFICATIONS: Landscape services for areas of the City of Kissimmee listed below.

4.1 SCOPE OF SERVICE:
Work shall consist of specified grounds maintenance activities as described in this solicitation in specified within the City of Kissimmee properties within each defined area as scheduled.
City reserves the right to make multiple awards.

4.2 DEFINITIONS:

A. **Mowing Schedule** shall mean the time periods established for the project year within which all prescribed maintenance activities for each area shall be completed.

B. **Mowing Cycle** shall refer to each time period in the mowing schedule for the project year within which all prescribed maintenance activities for each area shall be completed.
Note: Specific areas shall be worked on and done on a specific day.

C. **Contract Coordinator** shall mean the duly authorized representative of the Director of Parks and Recreation who shall monitor the contractor's progress within the Grounds Maintenance project area she/he is assigned to.

D. **Inclement Weather** shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished in a

satisfactory manner. Either the Contract Coordinator shall contact the contractor to determine any changes in schedules and/or cycles due to inclement weather or the contractor shall contact the Contract Coordinator.

E. **Trash and Litter** shall mean any debris within the Grounds Maintenance project area such as paper, cans, bottles, limbs (three (3) inches or smaller diameter), rocks, etc., which are not intended to be present as part of the landscape inclusive of entire project

area including streets, sidewalks, curbs, hillsides, ditches, etc. Prior to mowing each cycle the trash and litter will be removed by Contractor.

- F. **Trimming** shall refer to the cutting or removal of all plant material immediately adjacent to or under park structures, trees, poles, tables, signs, and fences, interiors of playground areas, and shrub beds. Trim the mowing area all the way down to the water level of all ponds at time of cycle (No herbicide adjacent to water). Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks driveways, and any other concrete surface.
- G. **Edging** shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks (both sides), curbs, slabs, ledgers, steps, driveways, and pavements.
- H. **Scalping** shall refer to any action which results in the mowing of any area below a four-inch (4") height down to and including the soil.
- I. **Shrub Beds** shall mean any purposefully planted domestic, ornamental plant growth.
- J. **Foreign Growth** shall include all weeds not intended to be propagated.
- K. **Infractions** shall refer to not completing some aspects of the contract during a given cycle such as mowing but not completing the edging.

4.3 ASSIGNMENT, AND INSPECTION OF WORK:

- A. **Contract Coordinator's Duties:** An Contract Coordinator's Duties will be assigned a Grounds Maintenance project area for which he/she will be responsible for making inspection, re-inspections, monitoring the Contractors activities, and ensuring the work performed in the assigned project area is done to the quality level prescribed in this contract and in accordance to prescribed time schedules. Upon determination of a violation of the specifications and/or terms of this contract, the Contract Coordinator shall record, process, and submit all pertinent information to the Supervisor of Parks for processing.
- B. **Payment:** Invoices are to be submitted to the Director, or Designee, listing completed, mowing cycle numbers, service area and facility (attachment) on the Contractors letterhead. The Parks and Recreation Department will process invoice for payment within five (5) working days of receipt of completed paperwork.
- C. **Daily Contact:** The Contractor **MUST** make daily contact during weekday scheduled work hours with the assigned Park Contract Coordinator or designate at a time mutually agreed upon by the Contract Coordinator and the Contractor. This daily contact is for the purpose of discussing areas to be mowed, contractors work schedule of the day, areas that need to be signed. Failure to contact the assigned Contract Coordinator or designate on a daily basis will constitute in a breach of contract. Contact can be made by phone or email Michael.McClung@kissimmee.gov or 407-725-0386
- D. **Time to Complete Work:** Contractor shall begin work and shall proceed with all reasonable dispatch for completion. The contractor will be required to maintain all project areas assigned to him in the time allotments (mowing cycles) set for each project area.

Two Work Cycles within a project area must not be completed in consecutive days. Inclement weather may result in cancellation of a mowing cycle only if the Contract Coordinator or designate determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed and the

Contractor shall only be paid for work completed that cycle. It shall be assumed that the contractor can perform said services at the rate of 5 acres per day per project area. Specific areas need to be worked on and completed at a specific day according to the mowing schedule.

- E. Failure to Maintain Mowing Schedule:** Failure on the part of the contractor to maintain the required production rate for a project area shall be sufficient reason for the Parks and Recreation Director or designee to have the work in question, or portions thereof, completed by others. Failure to maintain the mowing schedule shall be determined in the following manner:

All project areas shall be maintained according to the mowing schedule assigned to each area. Final assessment of each area shall be made by the Contract Coordinator on the morning following the end of each mowing cycle. If the contractor fails to meet the mowing specifications within the time limits of the schedule, then that portion of the work will be removed from his responsibility and may be immediately assigned to another contractor.

In the event the contractor develops difficulty in meeting the mowing schedule and contract specifications, the contractor may also be assessed \$100.00 per day or per cycle as liquidated damages because of the breach of contract as described above. Should it become necessary to penalize a contractor for failure to meet the grounds maintenance specifications within the prescribed mowing schedule, the contractor may be found in default and the project area will then be awarded to the secondary bidder. One warning shall be given from the Contract Coordinator with specific details about wrong doing.

4.4 MOWING SCHEDULE:

Maintenance of all assigned park property within the designated project areas shall be completed on a seven (7) day schedule or a (14) day schedule depending on cycle as assigned. Work is to be completed in the order in which the work orders are administered. The Parks and Recreation Department will provide annual mowing schedules at the completion of the existing year's schedule. Mowing cycles are not to proceed on consecutive days. A cycle consists of bi-weekly (once every two-week period) or weekly (once every week) as indicated. Specific areas are to be worked on and completed on a specific day.

NOTE:

The Contract Coordinator or designee has the authority to cancel or reschedule mowing cycles on a week to week basis. The cancellation will be based upon need, special events, prevailing weather conditions and available funding. The minimum number of mowing cycles during the term of contract will be thirty (30) cycles, maximum (39). The contractor shall be notified of any cancellation(s).

4.5 MOWING AND TRIMMING

Contractor shall mow and trim all turf areas through the contract period. Contractor shall remove all trash and litter from the entire area prior to initiating any mowing of the turf areas. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass. All park structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Interior play areas shall be kept in a weed free state. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required cutting height. All trimming must be accomplished concurrently with mowing operations. Trimming can be reduced by chemical edging using Round Up however, edging the area first before using the chemical, with prior approval of the assigned Parks Contract Coordinator. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

Turf shall be cut in a professional manner as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any storm drains or paved surface such as streets, parking lots, sidewalks, or driveways onto adjacent properties and not to be discharged in or around mulch beds, under hedges and or bushes. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas. (All trash and litter removed shall be disposed of by the contractor at the contractor's expense.) Any papers, cans, or bottles cut or broken during maintenance operations shall be completely removed from park and boulevard areas immediately prior to proceeding with the maintenance of other areas.

All plant growth in cracks, seams, and joints of paved areas such as sidewalks, curbs and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth may be permitted, with prior approval of the assigned Parks Contract Coordinator.

Successful bidder must schedule work around park and/or playground activities. Use of power mowing, trimming, and edging equipment, etc., within 50 feet of children or adults playing or using the facility, is prohibited. Extreme caution must be used when working with power equipment and power tools in and around parks and playgrounds.

4.6 **REMOVAL OF GRASS CLIPPINGS**

Removal of cut grass from the ground areas where growth occurred will not be required as long as no visible clumps of cutting appear after mowing occurs. Otherwise, clippings will need to be collected and disposed of by contractor. Cut grass and debris which falls or is thrown by equipment upon the pavement, streets, sidewalks, driveways, or adjacent properties or under bushes or hedges through the action of the work crew shall be removed from the area prior to the exit of the work crew from the immediate work site.

4.7 **EDGING:**

All sidewalks, curbs, footers, edging, steps and concrete structures must be mechanically edged where they exist using a metal blade. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged must be removed from the edge and site. Sidewalks must be edged on both sides.

4.8 **WEED CONTROL:** Contractor will be responsible for manual and/or chemical weed control at the contractor's expense in all plant beds, curbs, sidewalks, roads, tree rings and medians. Contractor will be responsible for replacing any/all plant material and turf damaged due to chemical weed control at the contractor's expense. No vegetative materials shall be disposed of in city trash receptacles. Any vegetation deemed as weeds and over a 6" height shall be pulled and not sprayed.

4.9 **SUPERVISION OF WORK CREW:**

Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities. Work crews shall wear shirts and generally maintain well-kept appearance during work activities.

4.10 **SERVICES TO BID:**

- A. Edging along any hard surface abutting a grass area such as sidewalks, curbs, steps, planters, curbing, slab, ledger, concrete structures and roadways as specified.

- B. Trimming of hedges to maintain approved height width and appearance must be performed each cycle of each month. This includes removal of all vines.
- C. Weed control (Herbicide Spraying) in flower beds, fence line and hedge rows. This requires appropriate licensing. Any vegetation deemed as weeds and over a 6" height shall be pulled and not sprayed.
- C. Removal of weeds and other growth including vines around trees/shrubs is required leaving all beds to a professional appearance each cycle.
- E. Mowing cycles will be from Sunday at 12:01 AM until Saturday at 11:59 PM. Cycles may not be on consecutive days.
- F. No work shall be completed after Dusk.
- G. Maintain all trees at 6' height/ground clearance MUST be in compliance with every cycle of each month. All trimmings MUST be removed by contractor from the premises the day of the work.
- H. Spraying will be allowed around the cemetery monuments no more than 2-4 inches wide. Remove clippings off all monuments after mowing.

4.11 SITES: City reserves the right to make multiple awards

- A- Kissimmee Civic Center and Parking Garage – 201 E Avenue Kissimmee FL 34741
- B- Fire Station No. 12 - 403 Denn John Rd Kissimmee, FL 34744
- C- Rose Hill Cemetery - 1615 Old Boggy Creek Rd Kissimmee, FL 34744

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****

Bid IFB2023-004

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST PER CYCLE</u>
A.	Kissimmee Civic Center and parking garage - 201 E Ave	\$ _____
B.	Fire Station No.12 - 403 Denn John Rd	\$ _____
C.	Rose Hill Cemetery - 1615 Old Boggy Creek Rd	\$ _____
Total of <u>ALL</u> areas bid per cycle		\$ _____

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE) _____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.

(Initial)

_____ We take exception to Specifications as follows:

(Initial)

(Attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
CONTRACTORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE
ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND
TIME SHOWN. BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____
(Signature)

DATE: _____

(Typed name/title of signer)

TELEPHONE NO.: (____) _____

FAX NO.: (____) _____

NOTICE

IFB2023-004

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current Contractor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

Continue on Contractor List: _____ Yes _____ No
____ Large Business ____ Small Business ____ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or

remarks: _____

Signature

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor's Signature

Attachment A

Local Contractor Affidavit of Eligibility

This form is to be completed in its entirety by the Contractor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name)_____ being an authorized representative of lawful age,
who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL CONTRACTOR
PREFERENCE.

Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or
____ produced identification. Type of identification produced _____

**AGREEMENT FOR
GROUND MAINTENANCE SERVICES
BETWEEN THE CITY OF KISSIMMEE
AND CONTRACTOR**

THIS AGREEMENT is made this _____ day of _____ 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and (insert contractor name), (insert description of entity for ex. a Florida Limited Liability Company), whose business address is (insert mailing address), hereinafter “Contractor,” collectively hereinafter referred to as the “Parties,” and each represents as follows:

WITNESSETH

WHEREAS, City is in need of ground maintenance for various City owned properties, more particularly described herein the Scope of Services, and hereinafter collectively referred to as “Services”; and

WHEREAS, City issued an Invitation for Bid, IFB2023-004, (hereinafter “IFB” and attached hereto and incorporated herein as Exhibit A) to identify a vendor or vendors to perform these services; and

WHEREAS, upon a review of all submissions to the IFB, City has decided to enter this Agreement with Contractor to perform the Services; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. TERM.** The term of this Agreement shall be effective thirty-six (36) months beginning on the date that this Agreement is fully executed. Upon mutual written agreement of the Parties, this Agreement may be renewed for two (2), twelve (12) month periods.
- 3. SCOPE OF WORK.** Contractor agrees to perform the Scope of Work outlined in the IFB (Exhibit A), Contractor’s response to the IFB, which is attached hereto and incorporated herein as Exhibit B, and as set forth in this Section within the maintenance boundaries of the Rose Hill Cemetery, 1615 Old Boggy Creek Road, Kissimmee, FL 34744, the Kissimmee Civic Center, 201 East Dakin Avenue, Kissimmee, FL 34741, and the Kissimmee Fire Station 12, 1403 Denn John Lane, Kissimmee, FL 34744,. The maintenance boundaries of these properties are further described in Exhibit C. At the Rose Hill Cemetery, Contractor shall edge (as that term is defined in the IFB) according to the instructions and timeframes set out in Exhibit C.

4. **MOWING CYCLES.** Contractor shall provide the Scope of Work pursuant to the Exhibit D, which is attached hereto and incorporated herein, unless a Mowing Cycle is cancelled by the Contract Coordinator within twenty-four (24) hours notice based upon lack of need, special events, prevailing weather conditions, or available funding.
5. **PAYMENT.** The City agrees to pay Contractor \$_____ per each Mowing Cycle satisfactorily completed. Such payment is consideration for Contractor performing the Scope of Work at each of the four locations provided in Exhibit C. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Parks and Recreation Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
6. **PROJECT MANAGERS.** The Contract Coordinator, as that term is defined in the IFB, for the City is:

[insert name of Contractor Coordinator]
[Position]
[Phone Number]
[Email]

Contractor shall provide a thoroughly competent Superintendent who shall be in charge of the work and be present during performance of this Agreement. Contractor's Superintendent for this Agreement is:

[insert name of project manager]
[Position]
[Phone Number]
[Email]

Either Party may amend this Section by sending an email to the other Party in accordance with the Notice Section below.

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

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

CONTRACTOR, by virtue of acceptance of this Agreement certifies that:

1. CONTRACTOR and its Subcontractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
2. CONTRACTOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. CONTRACTOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. Subcontractor will provide CONTRACTOR with an affidavit stating that Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. CONTRACTOR must maintain a copy of such affidavit.
6. CITY may terminate this Contract on the good faith belief that CONTRACTOR or its Subcontractors knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. CONTRACTOR is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

8. INDEMNIFICATION. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of Contractor; and

- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

Contractor shall be responsible for restoring, replacing, or repairing any property damaged by Contractor during the performance of this Agreement.

To the extent permitted by law, Contractor, hereby releases and waives all claims against the City of Kissimmee, its officers, employees, agents, independent Contractors for any injury or damage to the person, property, or business of Contractor, its agents, employees, Subcontractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the City of its right to statutory sovereign immunity pursuant to Florida Statute §768.28.

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

9. **INSURANCE.** Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

- a. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will not be less than the statutory amounts for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. **Comprehensive General Liability:** Contractor will provide coverage for all operations including, but not limited to Contractual, Products, and Completed Operations with limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Contractor will provide umbrella coverage in excess to the

coverage in paragraphs B), and C) of not less than \$1,000,000.00.

- 10. NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Steve L. Lackey Parks and Recreation 101 Church Street, Suite 330 Kissimmee, FL 34741	Contractor
--	-------------------

- 11. SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Contractor from the responsibility to the City for the proper completion of all work to be executed under this Agreement, and the Contractor shall not be released from the responsibility by any Subcontractor agreement the Contractor makes with others. If applicable, Contractor shall be required to furnish to the City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
- 12. NON-ASSIGNMENT.** Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.
- 13. GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
- 14. TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Contractor, unless specifically approved or requested by the City. Contractor shall, however, be

entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

- 15. TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR, but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.

- 16. WAIVER:** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

- 17. HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.
- 18. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 19. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 20. RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.
- 21. CHANGES IN WORK ITEMS OR SCOPE.** The City and the Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Contractor and the City. All Change Orders must be approved by the City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Contractor unless the Contractor has received a prior written Change Order signed by an authorized representative of the City, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.
- 22. GUARANTEES AND WARRANTIES.** The Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing the City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by Subcontractors as well as work done by the Contractor.
- 23. BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or

provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 14 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

- 24. ATTACHMENTS:** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 25. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.
- 26. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.
- 27. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
- 28. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
- 29. PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

30. SCRUTINIZED VENDOR LIST. By acceptance of this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONTRACTOR. If a civil action is brought and the court determines that CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date CITY determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

31. FUNDING. The obligation of CITY for payment to the CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

32. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEEER. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of CITY. All employees of CONTRACTOR shall be, at all times, employees of the CONTRACTOR under its sole discretion, and not an employee or agent of CITY. CONTRACTOR shall provide competent employees. CITY may require CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on CITY property is not in the best interest of CITY.

33. ORDER OF PRECEDENCE. In the event of a conflict between the terms of this Agreement and any of the attachments, the order of precedence shall be:

1. This Agreement,
2. Exhibit A,
3. Exhibit C,
4. Exhibit D, then
5. Exhibit B.

34. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

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

CONTRACTOR-_____.

By:_____

Title:_____

Date:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary:_____

Print Name: _____

My Commission Expires: _____

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Date: _____

Attest:

City Clerk

Approved as to form & legality

City Attorney

EXHIBIT A
IFB

SAMPLE

EXHIBIT B
CONTRACTOR'S RESPONSE TO IFB

SAMPLE

EXHIBIT C
MAINTENANCE BOUNDARIES OF
LOCATIONS SUBJECT TO AGREEMENT

SAMPLE

EXHIBIT D
MOWING CYCLES

SAMPLE

EXHIBIT B
CONTRACTOR'S RESPONSE TO IFB

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2023-004

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST PER CYCLE</u>
-----------------	--------------------	-----------------------

A.	Kissimmee Civic Center and parking garage - 201 E Ave	\$ 750.00
B.	Fire Station No.12 - 403 Denn John Rd	\$125.00
C.	Rose Hill Cemetery - 1615 Old Boggy Creek Rd	\$1,900.00

Total of ALL areas bid per cycle \$ 2,775.00

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE) _____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

AA We do not take exception to Specifications.

(Initial)

 We take exception to Specifications as follows:

(Initial)

(Attach additional sheets, if necessary)

COMPANY NAME	<u>Premier Lawn Maintenance, LLC</u>
COMPANY ADDRESS	<u>5421 S Bryant Ave</u>
	<u>Sanford, FL 32773</u>

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
CONTRACTORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE
ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND
~~TIME SHOWN.~~ BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____
(Signature)
Addiel Amador, President

DATE: 08/28/2023

(Typed name/title of signer)

TELEPHONE NO.: (407) 536-5716

FAX NO.: (407) 536-5713

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Contractor's Signature

Attachment A

Local Contractor Affidavit of Eligibility

This form is to be completed in its entirety by the Contractor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this 28th day of August 2023, personally appeared

(print name) ADDIEL AMADOR being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) Premier Lawn Mow LLC. MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL CONTRACTOR PREFERENCE.

Qualification documentation attached.

[Signature]
Signature of Affiant

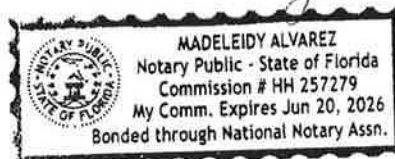
ADDIEL AMADOR
Typed/Printed Name of Affiant

5421 S Bryant Ave
Sanford FL 32773
Address of Affiant

State of Florida
County of Seminole

Sworn to (or affirmed) and subscribed before me this 28th day of August 2023 by

[Signature]
(Signature of Notary Public-State of Florida)



(Print, Type, or Stamp commissioned name of notary public) MADELEIDY ALVAREZ ☒ personally known or ☐ produced identification. Type of identification produced _____

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

(Signature)

COMPANY NAME Premier Lawn Maintenance, LLC

COMPANY ADDRESS 5421 S Bryant Ave, Sanford, FL 32773

BY: (signature) DATE: 08/28/2023

Addiel Amador, President EMAIL: aamador@plmfl.com
(typed name/title of signer)



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/23

PREMIER LAWN MAINTENANCE LLC
5412 S BRYANT AVE
SANFORD, FL 32773

Account #: 188602

NOT REGULATED

ADDIEL D AMADOR (OWNER)

Receipt #: 12442022091500091

Amount Paid: \$ 25.00

Date Paid: 09/15/2022

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

PREMIER LAWN MAINTENANCE LLC
5412 S BRYANT AVE
SANFORD, FL 32773

State of Florida

Department of State

I certify from the records of this office that PREMIER LAWN MAINTENANCE, LLC is a limited liability company organized under the laws of the State of Florida, filed on July 16, 2010, effective July 12, 2010.

The document number of this limited liability company is L10000075122.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 22, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
February, 2023*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 0510025813CC

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

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

Company ID Number: 736977

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Premier Lawn Maintenance
Company Facility Address	5421 S BRYANT AVE SANFORD, FL 32773
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	273012126
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/23/2023

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 Select Insurance Group 697 N. Semoran Blvd. Ste. G Orlando, FL 32807		CONTACT NAME: Sandy Vazquez PHONE (A/C, No, Ext): (407) 722-5084 E-MAIL ADDRESS: commercial@selectinsgrp.com FAX (A/C, No): (888) 415-8939	
INSURED Premier Lawn Maintenance 1012 Savage Ct Longwood, FL 32750		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	
		INSURER B: Kemper	
		INSURER C: Evanston Insurance Company	
		INSURER D:	
		INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY				X	X	3AA528984	01/13/2023	01/13/2024	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE ☒ OCCUR									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
										MED EXP (Any one person)	\$ 5,000	
										PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 2,000,000	
	X POLICY ☐ PROJECT ☐ LOC									PRODUCTS - COMP/OP AGG	\$ included	
OTHER:										\$		
B	AUTOMOBILE LIABILITY						509-80003-7156-001	12/19/2022	12/19/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	ANY AUTO									BODILY INJURY (Per person)	\$	
	X OWNED AUTOS ONLY									X SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY										PROPERTY DAMAGE (Per accident)	\$
	X AUTOS ONLY									X NON-OWNED AUTOS ONLY	PIP	\$
C	UMBRELLA LIAB			OCCUR	EZXS3101347	01/13/2023	01/13/2024	EACH OCCURRENCE	\$ 1,000,000			
	EXCESS LIAB							CLAIMS-MADE	AGGREGATE	\$ 1,000,000		
	DED ☐			RETENTION \$						\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							Y/N ☐ N/A		PER STATUTE ☐ OTHER ☐		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$		
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE	\$							
				E.L. DISEASE - POLICY LIMIT	\$							

DESCRIPTION OF OPERATIONS/N/LOCATIONS/N/VEHICLES/N/ACORD N101, N/Additional N/Remarks N/Schedule, N/may N/be N/attach N/more N/space N/is N/required

CERTIFICATE HOLDER **CANCELLATION**

City of Winter Park 401 S Park Ave Winter Park, FL 32789	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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2023

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 PAYCHEX INSURANCE AGENCY 225 Kenneth Drive Rochester, NY 14623		CONTACT NAME PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Premier Lawn Maintenance, LLC 5421 S Bryant Ave Sanford, FL 32773-6472		INSURER(S) AFFORDING COVERAGE INSURER A: NorGUARD Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31470	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

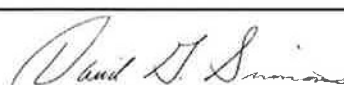
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	PRWC458825	01/28/2023	01/28/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Employees: Full Time: 3; Part Time: 0 Governing Class Description: LANDSCAPE GARDENING & DRIVERS

CERTIFICATE HOLDER

CANCELLATION

Orange County, Florida, Risk Management Division 109 E Church Street, Suite 200 Orlando, FL 32801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PESTICIDE OR HERBICIDE APPLICATOR –
LIMITED POLLUTION COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:
LANDSCAPING ; LAWN CARE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the operations shown in the Schedule, Paragraph (1)(d) of Exclusion f. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Premier Lawn Maintenance	
	2 Business name/disregarded entity name, if different from above	
	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 ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 5421 S Bryant Ave	Requester's name and address (optional)
	6 City, state, and ZIP code Sanford, FL 32773	
	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.

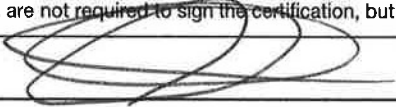
Social security number								
			-					
or								
Employer identification number								
2	7		-	3	0	1	2	1 2 6

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 ► 	Date ► _____
-----------	--	--------------

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.

Certificate of Compliance

PREMIER LAWN MAINTENANCE, LLC

HAS SUCCESSFULLY IMPLEMENTED A FULLY COMPLYING

DRUG-FREE WORKPLACE

meeting standards established by the State of Florida for the maintenance of comprehensive drug abuse and alcohol misuse deterrence, education, training and assistance programs which comply with applicable Federal and State laws, including Florida Statutes, Chapter 440 Workers' Compensation, Section 440.101 - .102 and Chapter 59A-24 Drug-Free Workplace Standards. Compliance may be verified by contacting Alcohol & Substance Abuse Prevention Programs, Inc. at (800) 329-6334.

TM

DECEMBER - 2023

CERTIFIED THROUGH



Alcohol & Substance Abuse Prevention Programs,
Inc. Cypress Service Center, Suite 102
4920 West Cypress Street
Tampa, FL 33607

Premier Lawn Maintenance, LLC.

Personnel as of 08/11/2020

Name	Position
Addiel Amador	President
Ryan Amador	Vice-President
Madeleidy Alvarez	Office Manager
Gustavo Morales	Operation Manager
Otoniel Amador	Account Manager
Luis Vargas	Fleet Maintenance
Jose Jimenez	Irrigation
Lee Stanage	ISA Arborist
Efrain Rodriguez	Pest Control
Carlos Schupnick	Foreman
Daniel Padilla	Foreman
Marcos Rodrigues	Foreman
Rodolfo Carbonel	Foreman
Sieiman Salim	Foreman
Yohney Villalobos	Foreman
Javier Cordero	Foreman
Carlos Amador	
Andres Melendez	
Abiel Machin	
Andres Quiroga	
Anthony Burch	
Carlos Antunez	
Carlos Bruzual	
Christian Andrade	
David Sperow	
Fidelis Laurenci	
German Cubilla	
Jonathan Casteneda	
Jovan Villabona	
Leonardo Camunas	
Miguel Ayala	
Oren Williams	
Shuqui Gonzalves	
Reinaldo Vargas	

Certificate of Completion

Addiel D. Amador

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

02/17/2021

15

Freddie Mobley

25681

Date Expires

FDOT Provider #

Instructor

Certificate #



United Safety Council
1505 E. Colonial Drive
Orlando,
unitedsafetycouncil.com
gvictor@floridasafety.org



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com



UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training Best Management Practices Florida Green Industries

GV13003-2

Certificate #

GV13003

Trainee ID #

The undersigned hereby acknowledges that

Addiel Amador

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

C. White

Instructor

6/15/2017

Date of Class

DEF Program Administrator

Not valid without seal

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 17, 2022	LF334329	December 17, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: **December 17, 2026**

ADDIEL DAVID AMADOR
5421 S BRYANT AVE
SANFORD, FL 32773

Nicole "Nikki" Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ADDIEL DAVID AMADOR
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF334329

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING **December 17, 2026**

Nicole "Nikki" Fried Signature
COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Cut
here



State of

Florida

Department of Health and Rehabilitative Services Entomology Services

This is to certify that RICK JAMES HUBBARD is a

Certified Pest Control Operator

and is privileged to practice

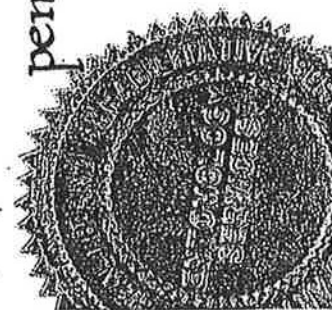
LAWN AND ORNAMENTAL PEST CONTROL

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature
at Jacksonville, Florida this 21 day of JULY
in the year of our Lord 1992

No

67



State of Florida

Department of Education Certificate of Achievement

This is to certify that

David Sperow

has satisfactorily completed occupational competencies in
Sports Recreational Turf Operations

an approved vocational program

Competencies on reverse side

English

Commissioner of Education

Lawrence Coben

Vice Chancellor for Workforce Education

State of Florida

Department of Education

Tallahassee, Florida

State of Florida

Department of Education

Certificate of Achievement

This is to certify that

David Sperow

has satisfactorily completed occupational competencies in
Nursery Operations

an approved vocational program

Competencies on reverse side

State of Florida

*Department of Education
Tallahassee, Florida*

Jeanine Blomberg

Commissioner of Education

Bonnie Manor

Vice Chancellor for Workforce Education

Emergency Management Institute



FEMA

DAVID W. SPEROW

has reaffirmed through completion of the Emergency Management Institute's
Professional Development Series a commitment to Standards of Excellence in
Emergency Management.

Certificate of Achievement

On this Day, 22 June 2012


Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

DAVID W. SPEROW

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00208.a

State Disaster Management

Issued this 29th Day of June, 2012




Tony Russell
Superintendent
Emergency Management Institute

1 IACET CEU

FEMA Form 16-31, October 05

DETACH THIS STUB

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date
April 13, 2021

File No.
JB134287

Expires
May 31, 2022

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED
UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD
EXPIRING: May 31, 2022 AT

2175 N FORSYTH RD
ORLANDO, FL 32807

TRUGREEN
2175 N FORSYTH RD
ORLANDO, FL 32807

Lawn and Ornamental


ADAM H. PUTNAM, COMMISSIONER



REFERENCES

1. City of Kissimmee
Ms. Karla Colon
1615 Old Boggy Creek Rd
Kissimmee, Fl. 34744
(407) 518-2350
Karla.colon@kissimmee.gov
2. Sanford Housing Authority
Ms. Rosemary Darrow
510 W Lake Mary Blvd
Sanford, Fl. 32771
(407) 323-3150 x 222
Rosemary.darrow@orl-oha.org
3. City of Sanford
Mr. Russel Sheibenberger
P.O. Box 1788
Sanford, Fl. 32771
(407) 688 – 5000 x 5404
Russel.sheibenberger@sanfordfl.gov
4. Tampa International Airport
Mr. Mark Witt
PO Box 22287
Tampa, FL. 33622
(813) 870-7878
mwitt@tampaairport.com
5. City of Apopka
Paul Hathaway
3710 Jason Dwelley Parkway
Apopka, Fl. 32712
407-703-1678
phathaway@apopka.net

Equipment List

Trucks	QTY	Condition	Trucks	QTY	Condition
2007 Ford F250	1	Excellent	2001 Ford F250	1	Excellent
2007 Ford Expedition	1	Excellent	2006 Ford F250	3	Excellent
2002 Ford F250	2	Excellent	2005 Ford F250	2	Excellent
Mowers	QTY	Condition	Mowers	QTY	Condition
2014 Toro Zero Turn 72"	3	Excellent	2006 Hustler Zero Turn 60"	2	Excellent
2006 Exmark Zero Turn 60" WB	1	Excellent	2011 Hustler Zero Turn 54"	1	Excellent
2011 Hustler Zero Turn 66"	1	Excellent	2012 Exmark Zero turn 60"	3	Excellent
2011 Hustler Zero Turn 72"	1	Excellent	1996 John Deere Tractor	1	Excellent
2014 Toro Zero Turn 60"	3	Excellent	Batwing Mower 15'	1	Excellent
2008 Exmark Zero Turn 34"	1	Excellent	Bushhog Mower 6'	1	Excellent
Miscellaneous	QTY	Condition	Miscellaneous	QTY	Condition
2013 Stihl Weedeaters	20	Excellent	2013 Stihl Tiller	1	Excellent
2013 Stihl Edgers	10	Excellent	2011 Echo Chainsaw	2	Excellent
2013 Stihl Hedgers	7	Excellent	2012 Echo Pole saw	2	Excellent
2010 Stihl Chainsaw	2	Excellent	2012 Echo Weedeaters	5	Excellent
2010 Echo Hedgers	2	Excellent	2012 Echo Edgers	3	Excellent
2012 Echo Blowers	10	Excellent	2013 Echo Hedger	1	Excellent
4 Gallon sprayer	10	Excellent	30 Gallon Sprayer	1	Excellent

🏠 (/en) / Professional Contractor (/en/professional-contractor)
/ Mowers (/en/professional-contractor/commercial-mowers)
/ 60" (152 cm) 25.5 HP 726cc (74950)

Commercial 3000 Series 60" (152 cm) 25.5 HP 852cc (74950)



👍👍👍 ⭐ Read 1 review Write a review

(https://cdn.toro.com/en/~media/Files/Toro/professional-contractor/Commercial Mowers/lce_ss_16_490-9333_Ci

Sell Sheet
(https://cdn.toro.com/en/~media/Files/Toro/professional-contractor/Commercial Mowers/lce_ss_16_490-9333_Cmrc13000.ashx)

Highlights

- Professional quality performance from the 25.5 HP Kawasaki FX 852cc Engine
- 60 in (152 cm) TURBO FORCE deck features heat-treated steel blades and our patented adjustable discharge chute, nothing cuts as fast or as well
- Superior Fuel Economy - up to 25% better fuel economy than equivalent carbureted engines
- Super fast 18,300+ ft./min blade tip speed, high-lift, flex-resistant 1/4" thick heat-treated steel blades

Overview	▼
Features	▼
Customer Reviews	▼
Specifications	▼
Accessories	▼
Parts & Manuals	▼

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Customer Support (/en/customer-support) | Safety (/en/product-safety-information) |
Lawn Care (http://yardcare.toro.com/) | Dealer Login (https://secure.toro.com) |
Press Room (http://pressroom.toro.com) |
Investors (http://phx.corporate-ir.net/phoenix.zhtml?c=62289&p=irol-irhome) |
Careers (http://www.thetorocompany.com/careers)

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🏠 (/en) / Professional Contractor (/en/professional-contractor)
/ Mowers (/en/professional-contractor/commercial-mowers)
/ 72" (183 cm) 26.5 HP EFI 747cc (74918)

Professional 5000 Series 72" (183 cm) 26.5 HP EFI 747cc (74918)



👍👍👍👍👍 [Read 1 review](#) [Write a review](#)

 (https://cdn.toro.com/en/~media/Files/Toro/professional-contractor/Commercial Mowers/lce_ss_16_490-933)
Sell Sheet
(https://cdn.toro.com/en/~media/Files/Toro/professional-contractor/Commercial Mowers/lce_ss_16_490-9335_Prof5000.ashx)

Highlights

- 26.5 HP (19.5 kw) Kohler® Command Pro EFI 747cc Engine
- 72" (183 cm) TURBO FORCE deck
- Deluxe suspension seat features thick cushions, large bolsters and 3-D isolator mounts that absorb bumps and vibrations to reduce operator fatigue
- Unitized pump and wheel motor uses proven commercial hydraulic components while eliminating hoses and other potential leak points

Overview

Z Master® Professional 5000 - 26.5 HP (19.5 kw) Kohler® Command Pro EFI 747cc Engine with 72" (183 cm) TURBO FORCE® deck.

Features

Customer Reviews

Specifications

Accessories

Parts & Manuals

[About Toro \(/en/about\)](#) | [Corporate Responsibility \(/en/about/corporate-responsibility\)](#) | [Financing \(/en/financing\)](#)
[Customer Support \(/en/customer-support\)](#) | [Safety \(/en/product-safety-information\)](#) |
[Lawn Care \(http://yardcare.toro.com/\)](http://yardcare.toro.com/) | [Dealer Login \(https://secure.toro.com\)](https://secure.toro.com/) |
[Press Room \(http://pressroom.toro.com\)](http://pressroom.toro.com/) |
[Investors \(http://phx.corporate-ir.net/phoenix.zhtml?c=62289&p=irol-irhome\)](http://phx.corporate-ir.net/phoenix.zhtml?c=62289&p=irol-irhome) |
[Careers \(http://www.thetorocompany.com/careers\)](http://www.thetorocompany.com/careers)

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[Privacy Policy \(/en/legal/privacy-policy\)](#)

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 (<https://www.facebook.com/Toro.Company>)



ORLANDO HOUSING AUTHORITY

January 3, 2014

Mr. Addiel D. Amador
Premier Lawn Maintenance
1026 Savage Court
Longwood, Florida 32750

Subject: Section 3 Business Certification-- Premier Lawn Maintenance

Dear Mr. Amador:

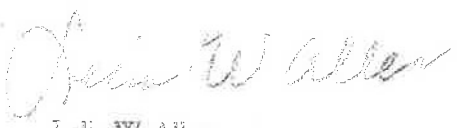
The Orlando Housing Authority (OHA) has reviewed your application for recertification as a Section 3 business and has determined that Premier Lawn Maintenance meets all of the requirements. This Section 3 business certification is effective immediately through March 31, 2015.

Please be reminded that you are required to notify OHA within 30 days of any changes in employee composition, including full time and part time employees. If any new hire activity occurs, and Section 3 employees are hired, please provide OHA with copies of Section 3 Resident and Employee Preference Claim" and Household Information Verification", or proof of participation in Public housing, Section 8 or other federally -assisted housing programs, within 30 days of each occurrence. Copies of the forms are attached to this letter. Please note that Premier Lawn Maintenance is responsible for retaining its recruitment and selection records in relation to new hire activity for a period of three (3) years.

As an OHA Section 3 business, you have a commitment to follow OHA's recruitment/selection guidelines whenever you have a need for new workers, giving priority to persons residing in Public Housing, Section 8 and other federally-assisted housing, and then, to other low income Orlando and Orange County residents.

In order to claim Section 3 business preference for any OHA bid, Premier Lawn Maintenance is required to submit the Section 3 preference claim documents with your bid during the bidding process. In order to claim Section 3 preference, a form must be certified at least 2 weeks prior to the bid opening. If you have questions or need additional forms, please visit the OHA website at www.orl-oha.org

Sincerely,



Lelia W. Allen
Section 3 Coordinator

C: Monty Stinson, Purchasing



390 N. Bumby Avenue, Orlando, Florida 32803 • Tel#: 407/895-3300 • Fax#: 407/895-0820 • TDD#: 407/894-9891 • Relay#: 711

www.orl-oha.org

EXHIBIT C
MAINTENANCE BOUNDARIES OF
LOCATIONS SUBJECT TO AGREEMENT

Rose Hill Cemetery Maintenance Boundaries & Detail



- Red = Boundaries
- Blue = Edging each cycle
- Green = Edging monthly asphalt roads



Fire Station 12 Maintenance Boundaries



EXHIBIT D
MOWING CYCLES

Cycle		
1		10/2/2023
2		10/16/2023
3		10/30/2023
4		11/13/2023
5		11/27/2023
6		12/11/2023
7		12/25/2023
8		1/8/2024
9		1/22/2024
10		2/5/2024
11		2/19/2024
12		3/4/2024
13		3/18/2024
14		4/1/2024
15		4/8/2024
16		4/15/2024
17		4/22/2024
18		4/29/2024
19		5/6/2024
20		5/13/2024
21		5/20/2024
22		5/27/2024
23		6/3/2024
24		6/10/2024
25		6/17/2024
26		6/24/2024
27		7/1/2024
28		7/8/2024
29		7/15/2024
30		7/22/2024

Cycle		
31		7/29/2024
32		8/5/2024
33		8/12/2024
34		8/19/2024
35		8/26/2024
36		9/2/2024
37		9/9/2024
38		9/16/2024
39		9/23/2024

ITEM 7.M

Transfer Between the Stormwater Fund and the General Fund for a Four-Wheel Drive Vehicle

Request

Request approval to transfer \$25,000 from the Stormwater Fund into the General Fund for contributions towards a four-wheel drive vehicle.

Explanation

The City is working to secure a high-water rescue vehicle to be better prepared for natural, heavy-rain disasters. A recent After-Action Report from Hurricane Ian recommended a high-water rescue vehicle.

While the stormwater system was found to be working correctly in a review following Hurricane Ian, heavy rain events that have rainfall exceeding the design of typical stormwater systems can cause potentially dangerous flooding, leaving no option but to perform rescue operations in flood waters. Given some flooding is caused by unmanageable rainfall and runoff, the request is to have the Stormwater Fund contribute towards the purchase of a four-wheel drive, high-water rescue vehicle.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945203-503434	CM2303	Decrease		\$25,000
00110106-506393		Increase		\$25,000

Financial Summary:

The requested funds are unused monies out of the 2022-23 fiscal year in the Stormwater Fund. They would be transferred into an account in the General Fund that temporarily served as the funding source for a four-wheel drive vehicle project.

Recommendation

Approval to transfer \$25,000 from the Stormwater Fund to the General Fund as contribution for a large four-wheel drive vehicle.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):

City of Kissimmee

None

ITEM 7.N

Approval to Accept State Funding Agreement #HL205 with the Florida Department of Commerce for the Haven on Vine Project

Request

Staff requests Commission approval to accept Funding Agreement #HL205 in the amount of \$500,000 and authorization for the City Manager to execute any subsequent documents for the funding to be issued for the project.

Explanation

The Florida 2023-2024 General Appropriations Act, line item #2341A, appropriated Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to the City of Kissimmee for the City of Kissimmee Affordable Housing and Homeless Services Project.

This reimbursable grant award is the result of the Legislative Funding Request from the 2022-23 Legislative Priorities. Funding will be used to complete Phase I of renovations to convert (43) motel rooms to studio apartments and to complete required renovations for (40) 2-bedroom apartments for permanent affordable housing units. Built in the mid-1970's, the rooms will require improvements to meet the Florida Building Code and ensure sustainable living. Renovations will include the following: Add new kitchenettes, complete required upgrades to plumbing, electrical, fire protection, building envelope, HVAC systems, and necessary unit improvements to meet the code for 43 motel rooms and 40 apartments as required to get the units leased to eligible program participants.

All work must be completed on or before June 30, 2025 to ensure compliance with the funding agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15100334-334100	TBD	Increase	\$500,000	
15110106-506292	TBD	Increase	\$500,000	

Financial Summary:

N/A

Recommendation

Commission approval to accept Funding Agreement #HL205 in the amount of \$500,000 and authorization for the City Manager to execute any subsequent documents for the funding to be issued for the project.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: City Manager

Presenter:

Attachment(s):

1. Agreement_HL205_-_City_of_Kissimmee

FLAIR #: HL205**COMMERCE AGREEMENT ROUTING REVIEW FORM**

TRC

1. Agreement Manager: Toni R. ClantonProgram Area (Division): Contracts and GrantsPhone No.: 850.245.7456☒ Financial (If Financial, Complete All Sections)

Non-Financial (If Non-Financial, Complete Sections 1-4, 8, and 22)

2. Agreement Type: ☒ Original Agreement

Renewal Number:

Amendment Number:

If more than one funding source, show each source with amount of funds and Expansion Option (EO) and Version. If the contract will cross fiscal years, please indicate the amount that will be encumbered in the current fiscal year. If additional space is required, please attach a separate sheet.

3. Department Agreement #
HL2054. Begin Date
7/1/2023End Date
6/30/2025

Revised End Date

5. Grant #
FHCDP

Mod. #

6. CFDA #

CSFA #
40.0387. Contract/Grant Total
\$ 500,000.00Increase
\$(Decrease)
(\$)Revised Contract/Grant Total
\$500,000.00

8. Entity Name/Vendor ID #/Address/Phone #

9. Method of Payment

10. Vendor Determination Form Received?

City of Kissimmee, Florida☒ Cost Reimbursement☒ Yes101 Church Street, Kissimmee, FL 34741

Fixed Price or Fixed Rate

No

Phone: 407.518.2300 / FEID: #59-6000348

Other: (please specify)

11. FLAIR Fund Code
10-1-00041512. FLAIR Object Code(s)
75100013. Budget Entity
4030020014. FLAIR Organization Code(s)
4030300000015. Appropriation Category
14022016. Expansion Option/Version
HU

17. OCA

18. FCO Year
2023-24

19. FLAIR Account Code (29-digits)

40-10-1-000415-40300200-00-140220-24

20. Method of Procurement

21. Service Type

22. Agreement Type

23. State Funded Project?

Type: EX

841101600

Vendor Contract

☒ YesSolicitation #: Direct Appropriation☒ Recipient/Subrecipient

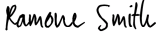
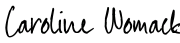
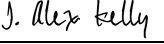
No

Award Date/Notification 6/15/2023

Other: (please specify)

ADMINISTRATIVE REVIEWCBG
TM

TRC

PRE-EXECUTION PHASE (DocuSign)	EXECUTION PHASE
Agreement Manager: Toni R. Clanton  8/28/2023	Office of the General Counsel:
Contracts and Grants Administration: Ramona Turner  9/11/2023	Chief Financial Officer (If Applicable):
Revenue Management: Lemuel Toro  9/12/2023	Chief of Staff (If Applicable):
Bureau Chief/Manager: Ramone Smith  9/12/2023	Delegation of Authority (If Applicable):
Deputy Division Director (If Applicable):	
Deputy Secretary (If Applicable):	
Chief Financial Officer (If Applicable): Caroline womack  9/12/2023	
Chief of Staff (If Applicable): Adam Callaway  9/14/2023	
Secretary (If Applicable): J. Alex Kelly  9/14/2023	

COMMENTS (If Applicable)

Agreement Manager

Contracts and Grants Administration

Revenue Management

Bureau Chief

Deputy Division Director

Deputy Secretary

Chief Financial Officer

Chief of Staff

Secretary



Executive Briefing Template

Issue Title: City of Kissimmee #HL205		
Originating Office/Division: Contracts & Grants	Preparer: Toni R. Clanton	Date: 7/21/2023
Action Requested: Approval of this Grant Agreement		
Issue Summary: Grantee received an appropriation in the FY 23-24 General Appropriations Act.		
Florida Statute: GAA, Line Item #2341A	Lobbyist: N/A	
Issue Start Date: 6/15/2023	Due Date: As soon as possible.	
External Partners: N/A	Cost: \$500,000.00	
Inform: DWS: ☐ DCD: ☐ DED: ☐ F&A: ☐ IT: ☐ CIO: ☐ Comms: ☐ Leg: ☐ EAT: ☐ OGC: ☐ OIG: ☐ COS: ☐ Sec: ☐ OPB: ☐ EOG: ☐		
Background: The 2023-2024 General Appropriations Act, line item #2341A, appropriated Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to the City of Kissimmee for the City of Kissimmee Affordable Housing and Homeless Services Project.	Relevant Data: The city is supporting various projects for affordable housing development but there is a tremendous gap to meet the needs of the homeless. Osceola County does not have a shelter and the nearest facility is in Downtown Orlando and already at capacity. In response, the City has begun the process of acquiring a 120-unit hotel/apartment property to provide housing focused shelter, bridge housing and affordable leasable units on one campus. On this property, individuals and families will receive comprehensive wrap-around services, life skills and job-based training and support to improve his/her quality of life. Unfortunately, escalated construction costs have left a significant gap in funding for the renovation of 80 apartments and 40 rooms for shelter/bridge housing. Built in the mid-1980's, rooms will require improvements to meet code and ensure sustainable living. The city anticipates the project will be fully operational by October 2024 with the State's assistance.	
Three options: 1. Approval of this Agreement		
Next steps: Agreement Manager will proceed with executing this agreement and monitor the project through the term of the agreement.		
Chief of Staff Notes: . .		

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER **HL205** ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the **City of Kissimmee**, ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2: Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership (If Applicable)

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of **July 1, 2023** (the "Effective Date") and shall continue until the earlier to occur of (a) **June 30, 2025** (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **Five-Hundred Thousand Dollars and Zero Cents (\$500,000.00)** in consideration for Grantee's performance under this Agreement. Commerce may provide Grantee an advance of Award Funds under this Agreement. Any advance payment under this Agreement is subject to section 216.181(16), F.S. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

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Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt

and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall

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notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information

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concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A

self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not

store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents, or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic

information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a no consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power, or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non convenient, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS**Grantee's Payee:****Grantee's Agreement Manager:**

City of Kissimmee, Florida	Desiree S. Matthews
101 Church Street	101 Church Street
Kissimmee, Florida 34741	Kissimmee, Florida 34741
407.847.2821	407.518.2300
Email: www.kissimmee.gov	Email: desiree.matthews@kissimmee.gov

Commerce's Agreement Manager:	Commerce's Secondary Agreement Manager:
Toni R. Clanton	Demetris Thomas
107 East Madison Street, B-047	107 East Madison Street, B-047
Tallahassee, Florida. 32399	Tallahassee, Florida 32399
Phone: 850.245.7456	Phone: 850.245.7393
Fax: 850.245.7470	Fax: 850.245.7470
Email: Toni.Clanton@Commerce.fl.gov	Email: Demetris.Thomas@Commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in all attachments, hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF KISSIMMEE, FLORIDA

By _____
Signature

J. Alex Kelly
Title Secretary

Date _____

By _____
Signature

Mike Steigerwald
Title City Manager

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

- A. PROJECT DESCRIPTION:** For State Fiscal Year 2023-2024, the Florida Legislature appropriated Five Hundred Thousand Dollars and Zero Cents (**\$500,000.00**) in Specific Appropriation line item 2341A, from the General Revenue Fund of Florida's General Appropriation Act, for the City of Kissimmee Affordable Housing and Homeless Services Project. The city is supporting various projects for affordable housing development but there is a tremendous gap to meet the needs of the homeless. Osceola County does not have a shelter and the nearest facility is in Downtown Orlando and already at capacity. In response, the City has begun the process of acquiring a 123-unit hotel/apartment property to provide housing focused shelter, bridge housing and affordable leasable units on one campus. On this property, individuals and families will receive comprehensive wrap-around services, life skills and job-based training and support to improve his/her quality of life.

Funding will be used to complete Phase I of renovations to convert (43) motel rooms to studio apartments and to complete required renovations for (40) 2 -bedroom apartments for permanent affordable housing units. Built in the mid-1970's, rooms will require improvements to meet code and ensure sustainable living.

- B. GRANTEE RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

B.1 Grantee shall hire a contractor to complete the renovations of 80 units at the Haven on Vine property located at 1815 West Vine Street Kissimmee, Florida. 34741: Renovations will include the following: Add new kitchenettes, complete required upgrades to plumbing, electrical, fire protection, building envelope, HVAC systems, and necessary unit improvements to meet code for 43 motel rooms and 40 apartments as required to get the units leased to eligible program participants.

B.1.2 Submit to Commerce copies of all contracts and subcontracts entered into in furtherance of the project plan, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with Grantee's policies and procedures, and with applicable law.

B.1.3 Provide documentation for all work associated with the Project, including but not necessarily limited to, copies of all plans, designs, permits obtained, or required to be obtained, in order to complete the project.

B.1.4 Copies of any performance bond and project insurance pertaining to this Agreement.

In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

Provide a minimum of **\$9,500,000.00** in local match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to COMMERCE's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. COMMERCE reserves the right to request any additional documentation COMMERCE deems necessary to support the Grantee's claim that it has met the match requirement. COMMERCE shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

- C. COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as COMMERCE deems appropriate and necessary in its sole and absolute discretion, and process payments to Grantee.

- D. DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Renovations		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the renovation activities as specified in Section B of this Scope of Work on or before June 30, 2025	Grantee may be allowed reimbursement upon completion of tasks in accordance with Section B.1 of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%. Progress shall be documented by submission to COMMERCE's Agreement Manager of the following: 1) Completed AIA Forms G702 and G703, signed by a licensed professional, certifying to the percentage of project completion. 2) Before and after photos of the project progress. 3) Complete invoice package as defined in Section F below.	Failure to perform the Minimum Level of Service shall result in non-payment. Commerce shall withhold 10% of the total Agreement amount until Grantee provides proof to Commerce, and Commerce accepts that the Project is 100% complete. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if grantee fails to complete all work in accordance with Section B.1 of this Scope of Work on or before June 30, 2025
TOTAL AWARD NOT TO EXCEED: \$500,000.00		

E. REPORTING: Revise according to preferred reporting schedule

- Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
- Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
- Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
- Annual Report: The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports

must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 forms to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice quarterly for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Before and after photographs of the completed work;
 - e. Travel documentation with a completed State of Florida Travel Reimbursement Form;
 - f. A copy of all supporting documentation for vendor payments;
 - g. A copy of the cancelled check(s) specific to the project; and
 - h. A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. ADVANCE PAYMENT: Grantee is allowed to request an advance amount of Agreement funding to ensure timely payment of costs. This advance shall not exceed the expected cash needs of the Grantee within the initial three months of the Agreement Period. Approval of an advance may be subject to prior approval by the Department of Financial Services, to the extent required by law. Any advance payment under this Agreement is subject to section 216.181(16), F.S. To ensure compliance with this directive:

1. Reconciliation of the advance will be conducted prior to your final reimbursement request.
2. The Grantee's performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future Agreements.
3. Grantee must maintain a separate interest-bearing account in a United States banking institution for funds provided under this Agreement, and remit interest earned on the account to Commerce within 30 days of expiration or termination of the Agreement, or apply interest earned against Commerce's obligation to pay under this Agreement.

All payments subsequent to the advance payment shall be made upon presentation of an invoice expenditures and completeness as defined in Section F. of this Scope of Work.

I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650

(nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):

Audit@commerce.fl.gov

or

Paper (hard copy):

Department of Commerce

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project **DEPARTMENT OF COMMERCE, CSFA 40.038, DIVISION OF COMMUNITY
DEVELOPMENT - \$ 500,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Remainder of Page Intentionally Left Blank

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount
\$0.00

MBE Participation Amount: MBE Percentage
\$0.00

DV Participation Amount: DV Percentage
\$0.00

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women
** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5
Total Compensation for Executive Leadership

(Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						

Percentage of Total Compensation from Federal or State Funds						
--	--	--	--	--	--	--

Definitions:

Executive Leadership - Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee

11/11

ITEM 8.A

Kissimmee Main Street Annual Update and approval of the Kissimmee Main Street Services Agreement for Fiscal Year 2023-2024.

Request

Annual update from Kissimmee Main Street's Executive Director and approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2023-2024.

Explanation

The City of Kissimmee has been a longtime supporter of the Kissimmee Main Street Program, a 501(c)(3) organization, and its contributions to the vitality of Downtown Kissimmee. Since 2008, through a Service Agreement with the City of Kissimmee and the Downtown Kissimmee Community Redevelopment Agency (DKCRA), Kissimmee Main Street has provided business development and retention services supporting and furthering small business development in Downtown Kissimmee. Kissimmee Main Street has been a vital business resource partner by:

- Promoting Downtown Kissimmee and attracting new businesses to available properties.
- Assisting new businesses with navigating local and state ordinances and regulations.
- Contributing to business growth and retention by assisting with business plans and finance.

In addition to the above services, Kissimmee Main Street attracts significant attention to Downtown Kissimmee throughout the year with its annual signature events, such as Boo on Broadway and Hop on Downtown.

Kissimmee Main Street has demonstrated its position as a valuable resource partner to the City. Therefore, staff is requesting approval of the Service Agreement for FY 2023-2024 to allow Kissimmee Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the new Service Agreement, the City and DKCRA will continue to provide resources and training to Kissimmee Main Street staff in support of business assistance efforts. Kissimmee Main Street will continue its responsibilities of business development and retention.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503434		Decrease	\$119,734	\$119,734

Financial Summary:

The funding amount will remain the same as the previous year. The City will provide Kissimmee Main Street with a total of \$119,734 for salaries and benefits. In addition, the DKCRA will provide Kissimmee Main Street with a total of \$50,000 (\$30,000 provided for salaries and benefits and

City of Kissimmee

\$20,000 for administrative expenses). Funding for administrative expenses will be distributed quarterly in \$5,000 increments, contingent on the DKCRA receiving the quarterly report from Kissimmee Main Street.

Recommendation

Staff recommends approval of the Service Agreement with Kissimmee Main Street for Fiscal Year 2023-2024, from October 1, 2023 to September 30, 2024.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Samia Singleton

Attachment(s):

1. (S) Main Street Funding Agreement (2023-24)
2. 2022-2023 Annual Report

CITY OF KISSIMMEE AND THE DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM

THIS FUNDING AGREEMENT is made and entered into this ____ day of September, 2023, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY," the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CRA," and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as "MAIN STREET" and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and MAIN STREET share a common vision and mission to promote, preserve, and enhance the City of Kissimmee's historic downtown district; and

WHEREAS, the CITY, CRA, and MAIN STREET wish to work in coordination to address the economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, MAIN STREET is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2023 and terminates on September 30, 2024.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide total funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to MAIN STREET for salary and benefits for two full time employee positions. These funds will be split between the CITY and CRA. The CITY shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-

Four Dollars (\$119,734.00) and the CRA shall provide Thirty Thousand Dollars (\$30,000.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to MAIN STREET for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from MAIN STREET.
- c. The CITY and CRA staff will provide training to the MAIN STREET staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide MAIN STREET staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are forming or intend to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.

4. MAIN STREET RESPONSIBILITIES.

- a. MAIN STREET, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Development:
 - 1. Conduct visitor surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to market, lease and sell vacant properties within the CRA District.
 - 3. Maintain current information on downtown business demographics. This information shall be posted on the MAIN STREET website and be made available to the CITY's Development Services Department, as well as the CITY's Economic Development Department.

4. Develop a marketing plan that promotes businesses and events in the CRA District. MAIN STREET shall work and meet regularly with the CITY's Communication and Public Affairs Division to ensure all marketing plans work cohesively with the CITY's overarching message.
5. Promote and support the New Business Start-Up Grant in partnership with the Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. MAIN STREET shall work with Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY. These duties shall not pose a conflict of interest between the CITY and MAIN STREET.

ii. Business Retention:

1. Create and distribute a MAIN STREET newsletter that contains relevant business information and promotes downtown events.
 2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
 3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
 4. Help CRA District businesses navigate CITY regulations, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
 5. Develop and maintain business support programs, such as gift cards and special event support. Explore coordinating role for merchant associations.
- b. MAIN STREET shall provide quarterly reports to the Community Redevelopment Agency Manager outlining the efforts made toward business development and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. Furthermore, MAIN STREET shall provide a yearly update to the City Commission on business retention and recruitment

efforts within the CRA District. A request for revisions to this section shall be provided in writing and must be agreed to by the CITY, CRA and MAIN STREET.

- c. MAIN STREET shall provide an Annual Financial Audit and Annual Report, according to the MAIN STREET Four Points of Economic Vitality, Design, Organization and Promotion, due by October 1, 2024, that measures the following activities:
 - i. Website and social media activity.
 - ii. Events that MAIN STREET hosted as well as events that MAIN STREET participated in but were hosted by business owners in the CRA District.
 - iii. Newsletter distribution.
 - iv. Business development efforts.
 - v. Business retention efforts.
 - vi. Market analysis
 - vii. Visitor surveys.
 - viii. Business members in comparison to the previous year.
 - d. MAIN STREET shall continue to perform work necessary for the operation and furtherance of MAIN STREET's not for profit mission.
 - e. MAIN STREET will not campaign, canvass, advocate for or endorse any specific candidate, elected/appointed official and/or any political party during the course of this Funding Agreement.
5. **TERMINATION.** This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30) days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** MAIN STREET shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between MAIN STREET and the CITY that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. **NOTICES.** Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to MAIN STREET:</u> Kissimmee MAIN STREET ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
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14. **PUBLIC RECORDS.** MAIN STREET acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, MAIN STREET shall keep and maintain public records required by the CITY to perform the service.

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

1. If CITY's Custodian of Records requests records from MAIN STREET, MAIN STREET shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. MAIN STREET shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the MAIN STREET does not transfer the records to CITY.
3. Upon completion of the contract, MAIN STREET shall transfer, at no cost, to CITY all public records in possession of MAIN STREET or keep and maintain public records required by CITY to perform the service. If MAIN STREET transfers all public records to CITY upon completion of the Agreement, MAIN STREET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN STREET keeps and maintains public records upon completion of the Agreement, MAIN STREET shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

4. Upon notice to MAIN STREET of a request to inspect or copy public records relating to CITY's agreement for services, MAIN STREET shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
5. If MAIN STREET does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

15. If the MAIN STREET fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1 E-Verify.

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

a. MAIN STREET shall require each of its subcontractors to provide MAIN STREET with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, MAIN STREET, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but MAIN STREET otherwise complied, shall promptly notify MAIN STREET and MAIN STREET shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. MAIN STREET acknowledges that upon termination of this Agreement by the City for a violation of this section by MAIN STREET, MAIN STREET may not be awarded a public contract for at least one (1) year. MAIN STREET further acknowledges that MAIN STREET is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* MAIN STREET or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. MAIN STREET shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY:**

Chair

Date: _____

ATTEST:

City Clerk

KISSIMMEE MAIN STREET:

John White
Chair

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 19th
day of Sept., 2023, by means of ☒ physical presence or ☐
online notarization,
by John Fields as President for Kissimmee
Main Street, a Florida corporation, who is personally known to
me or has produced identification.

Notary Seal:

Notary: Diana Marrero Pinto
Print Name: Diana Marrero Pinto

My Commission Expires:

6/12/27





KISSIMMEE MAIN STREET

TO PRESERVE AND ENHANCE HISTORIC
DOWNTOWN KISSIMMEE FOR THE
ENRICHMENT OF PRESENT AND FUTURE
GENERATIONS.



KISSIMMEE MAIN STREET

ANNUAL REPORT

OCTOBER 2022 – SEPTEMBER 2024

STREET FOUR

ECONOMIC VITALITY

Economic vitality strengthens the existing assets while diversifying the economic base of the Main Street District to attract and improve profitability. The goal is to build a strong commercial district that creates a supportive environment for small businesses, entrepreneurs and consumers.

Examples of economic vitality activities include: analyzing current market forces, providing a balanced commercial mix, supporting and expanding existing businesses, recruiting new businesses, supporting housing options, developing infill space, and converting unused or underused commercial space into economically productive property.

DESIGN

Design capitalizes on and enhances the aspects of a Main Street District to create a safe, appealing and inviting atmosphere for people to shop and spend time. The physical elements such as the storefronts and building architecture, streetscape, public art, street furniture, parking areas, and public spaces are used to convey a positive image for the downtown.

Examples of design actions include: improving the physical appearance of the Main Street District, quality maintenance practices, historic building rehabilitation and adaptive use, and design review processes.

ORGANIZATION

A successful Main Street organization builds consensus between the many vested stakeholders throughout a Main Street District to ensure everyone is mobilized and working toward a shared vision for the future of the district. Organizational structure can take many forms depending on community capacity.

Examples of organization actions include: volunteer recruitment and training, public relations, fostering relationships with stakeholders, and developing a guide to guide the

PROMOTION

Effective promotion creates a positive image of the Main Street District to instill community pride and encourage commercial activity and investment in the area. Promotions can be used to communicate the unique characteristics of a Main Street District to spark interest in shopping, dining, living or investing in the community.

Examples of promotion actions include: marketing an enticing image, social media campaigns, street festivals, or other special events.

PROMOTIONS

COMMUNICATING THE UNIQUE CHARACTERISTICS OF MAIN STREET

KISSIMMEE MAIN STREET EVENTS

BOO! ON BROADWAY

Approximately 8,000 in attendance
1,000 rode the Sunrail into Kissimmee



KMS EVENTS

BOO! on Broadway

Thanksgiving Dinner Downtown

Small Business Saturday

Parranda

Light Up Kissimmee

Menorah Lighting

Kissimmee 5K

Hop on Downtown



ASSISTED EVENTS

Kissimmee Main Street assist with event coordination, hosting, marketing, and logistics for CRA businesses and outside agencies.



KMS ASSISTED EVENTS



LITTLE SPROUTS

Monthly food boxes



WALK & CHRISTMAS
WITH TEAM KAREEM

Annual fundraisers



COMMISSIONER MARTINEZ
COMMUNITY EVENT

Community event



PUERTO RICAN PARADE

Puerto Rican heritage

KMS ASSISTED EVENTS



NEW YEARS EVE

Annual event on Dakin



DIAPER GIVEAWAY

Alianza



WELCOME HOME

GO Orlando



VETERANS STAND DOWN

Mercy Foundation

ECONOMIC VITALITY

Supporting our small businesses in everyway, everyday.



SHOW YOUR LOVE
AND SHOP SMALL® ALL YEAR LONG

FOUNDING PARTNER



SMALL BUSINESS SUPPORT - MARKETING



SOCIAL MEDIA

- a) *Over 300 post advertising local area business events, specials, and city. County, and partnering organizations happenings to our over 18k Facebook followers.*
- b) *24 newsletters to over 6,000 subscribers with a 30% open rate*
- c) *Facebook reels viewed 1,653 in less than 4 days*
- d) *Facebook Visits increased by 82%*
- e) *Facebook Reach 42.3k*
- f) *Instagram Reach 2.9K*
- g) *Increased text messaging system usage*



NEWSLETTER

Weekly newsletter emailed to over 6,000

SMALL BUSINESS SERVICES

1. **Education ourselves-** To better serve our businesses the entire staff of KMS and one committee member received training from the City of Kissimmee on permitting and building code. Currently our Executive Director is receiving training from the University of Florida on "Capacity Building"
2. **Red Ribbon- Grand Openings-** Kissimmee Main Street provides free of charge grand opening celebrations. We organize the event alongside the business owner, create the invitation, send the invitation to both City & County Commissioners, State Representatives, area businesses, and local leadership.
3. **Friday Coffee**
4. **Welcome Center**
5. **Mini Mart**



SMALL BUSINESS SUPPORT - SERVICES



DIANE'S TEA ROOM

114 BROADWAY

KMS supported Diane's Tea Room through their BTR process and code violations.



SAQUI NAILS

115 BROADWAY

When the owner of Saqui Nails came to use with building issues we assisted in finding a contractor that would address and repair the issues and get her opened asap.



REY DEL POLLO

917 N. JOHNYOUNG

Since meeting the owners of Rey del Pollo we have provided several services.



ACUMED WELLNESS GROUP

1107 PERSON STREET

After becoming members of Kissimmee Main Street the owner of Acumed, Dr. Cecelia Ruznak expressed an interest in visibility and expanding her facility.

SMALL BUSINESS SUPPORT - SERVICES



BEST PRICED FURNITURE

2345 N. OBT

Assisted with lease of property.
Osceola County



PA' PICAR

127 BROADWAY

Assisted with liquor licensing



SOUL TAPAS

24 BROADWAY

Assisted with permitting



PEACE BY PIECE ACADEMY

806 EMMETT

Assisted with permitting and
BTR

SMALL BUSINESS SUPPORT - EDUCATION

ECONOMIC VITALITY COMMITTEE



Kissimmee Main Street has four committees focused on Kissimmee Main Streets four areas of focus. The Economic Vitality Committee has begun to address areas identified by the CRA businesses as areas of need. Our first training created for later this month is addressing the issue of “Employee Retention”.

Kissimmee Main Street provides information on University of Central Florida Incubator, Prospera, and SCORE trainings and mentorship to CRA businesses on their private Facebook group page including links. In addition, we provide grant funding opportunities, from the SBDC, FEMA, and for profit grant providers like T-Mobile. Furthermore, Kissimmee Main Street has provided IFAS information to the community at our Kissimmee Valley Farmers Market community outreach table.



ADDITION RESOURCES

SMALL BUSINESS DEVELOPMENT

1. Promoting available properties- When properties become available, we create flyers and advertise them on social media
2. Prospects
3. Imagine the Possibility Tour – prospective businesses can sign up for downtown tours and informational one-on-one meetings.
4. Red Ribbon- Grand Openings- Kissimmee Main Street provides free of charge grand opening celebrations. We organize the event alongside the business owner, create the invitation, send the invitation to both City & County Commissioners, State Representatives, area businesses, and local leadership.
5. Incubator



ORGANIZATION

Community Connections



SHOW YOUR LOVE
AND SHOP SMALL® ALL YEAR LONG

FOUNDING PARTNER



PARTNERS FOR A BETTER COMMUNITY



MERCY FOUNDATION

Pantry Collaborative
Veterans Event
Emergency Management



DESTINATION LIFE

Donations



PANTRY PLANTERS

Information & Resources



AGAPE INC.

Donations

COMMUNITY CONNECTIONS

We realize small businesses are a vital part of our community. For this reason, we continually work to remain engaged with local nonprofits in a variety of ways.



IDENTIFYING AREAS OF NEED

Kissimmee Main Street is in the process of gathering data with two active surveys created to identify areas of need among the businesses as well as a Shoppers Survey.

DESIGN

Telling our story



SHOW YOUR LOVE
AND SHOP SMALL® ALL YEAR LONG



FOUNDING PARTNER





THANK YOU!



INFO@KISSIMMEEMAINSTREET.ORG



WWW.KISSIMMEEMAINSTREET.ORG

ITEM 8.B

Approval of the Kissimmee Main Street Services Agreement for Fiscal Year 2023-2024

Request

Approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2023-2024.

Explanation

The Downtown Kissimmee Community Redevelopment Agency (DKCRA) has been a longtime proponent of the Kissimmee Main Street Program, a 501(c)(3) organization, and its contributions to the vitality of Downtown Kissimmee. Since 2008, through a Service Agreement with the City of Kissimmee and DKCRA, Kissimmee Main Street has provided business development and retention services supporting and furthering small business development in Downtown Kissimmee. Kissimmee Main Street has been a vital business resource partner by:

- Promoting Downtown Kissimmee and attracting new businesses to available properties.
- Assisting new businesses with navigating local and state ordinances and regulations.
- Contributing to business growth and retention by assisting with business plans and finance.

In addition to the above services, Kissimmee Main Street attracts significant attention to Downtown Kissimmee throughout the year with its annual signature events, such as Boo on Broadway.

Kissimmee Main Street has demonstrated its position as a valuable resource partner to the DKCRA. Therefore, staff is requesting approval of the Service Agreement for FY 2023-2024 to allow Kissimmee Main Street to continue to provide business development and retention services in Downtown Kissimmee.

Per the new Service Agreement, the DKCRA and City will continue to provide resources and training to Kissimmee Main Street staff in support of business assistance efforts. Main Street will continue its responsibilities of business development and retention.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10625508-508282		Decrease	\$50,000	\$50,000

Financial Summary:

The funding amount will remain the same as the previous year. The DKCRA will provide Kissimmee Main Street with a total of \$50,000 for the following:

1. \$30,000 provided for salaries and benefits;
2. \$20,000 for administrative expenses.

City of Kissimmee

Funding for administrative expenses will be distributed quarterly in \$5,000 increments, contingent on the DKCRA receiving the quarterly report from Kissimmee Main Street. In addition, the City will provide Kissimmee Main Street with a total of \$119,734 for salaries and benefits. The Kissimmee Main Street Board has approved and signed the new Service Agreement.

Recommendation

Approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2023-2024.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: Samia Singleton

Attachment(s):

1. (S) Main Street Funding Agreement (2023-24)
2. 2022-2023 Annual Report

CITY OF KISSIMMEE AND THE DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM

THIS FUNDING AGREEMENT is made and entered into this ____ day of September, 2023, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY," the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CRA," and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as "MAIN STREET" and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and MAIN STREET share a common vision and mission to promote, preserve, and enhance the City of Kissimmee's historic downtown district; and

WHEREAS, the CITY, CRA, and MAIN STREET wish to work in coordination to address the economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, MAIN STREET is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2023 and terminates on September 30, 2024.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide total funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to MAIN STREET for salary and benefits for two full time employee positions. These funds will be split between the CITY and CRA. The CITY shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-

Four Dollars (\$119,734.00) and the CRA shall provide Thirty Thousand Dollars (\$30,000.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to MAIN STREET for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from MAIN STREET.
- c. The CITY and CRA staff will provide training to the MAIN STREET staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide MAIN STREET staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are forming or intend to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.

4. MAIN STREET RESPONSIBILITIES.

- a. MAIN STREET, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Development:
 - 1. Conduct visitor surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to market, lease and sell vacant properties within the CRA District.
 - 3. Maintain current information on downtown business demographics. This information shall be posted on the MAIN STREET website and be made available to the CITY's Development Services Department, as well as the CITY's Economic Development Department.

4. Develop a marketing plan that promotes businesses and events in the CRA District. MAIN STREET shall work and meet regularly with the CITY's Communication and Public Affairs Division to ensure all marketing plans work cohesively with the CITY's overarching message.
5. Promote and support the New Business Start-Up Grant in partnership with the Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. MAIN STREET shall work with Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY. These duties shall not pose a conflict of interest between the CITY and MAIN STREET.

ii. Business Retention:

1. Create and distribute a MAIN STREET newsletter that contains relevant business information and promotes downtown events.
 2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
 3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
 4. Help CRA District businesses navigate CITY regulations, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
 5. Develop and maintain business support programs, such as gift cards and special event support. Explore coordinating role for merchant associations.
- b. MAIN STREET shall provide quarterly reports to the Community Redevelopment Agency Manager outlining the efforts made toward business development and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. Furthermore, MAIN STREET shall provide a yearly update to the City Commission on business retention and recruitment

efforts within the CRA District. A request for revisions to this section shall be provided in writing and must be agreed to by the CITY, CRA and MAIN STREET.

- c. MAIN STREET shall provide an Annual Financial Audit and Annual Report, according to the MAIN STREET Four Points of Economic Vitality, Design, Organization and Promotion, due by October 1, 2024, that measures the following activities:
 - i. Website and social media activity.
 - ii. Events that MAIN STREET hosted as well as events that MAIN STREET participated in but were hosted by business owners in the CRA District.
 - iii. Newsletter distribution.
 - iv. Business development efforts.
 - v. Business retention efforts.
 - vi. Market analysis
 - vii. Visitor surveys.
 - viii. Business members in comparison to the previous year.
 - d. MAIN STREET shall continue to perform work necessary for the operation and furtherance of MAIN STREET's not for profit mission.
 - e. MAIN STREET will not campaign, canvass, advocate for or endorse any specific candidate, elected/appointed official and/or any political party during the course of this Funding Agreement.
5. **TERMINATION.** This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30) days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** MAIN STREET shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between MAIN STREET and the CITY that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. **NOTICES.** Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to MAIN STREET:</u> Kissimmee MAIN STREET ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
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14. **PUBLIC RECORDS.** MAIN STREET acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, MAIN STREET shall keep and maintain public records required by the CITY to perform the service.

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

1. If CITY's Custodian of Records requests records from MAIN STREET, MAIN STREET shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. MAIN STREET shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the MAIN STREET does not transfer the records to CITY.
3. Upon completion of the contract, MAIN STREET shall transfer, at no cost, to CITY all public records in possession of MAIN STREET or keep and maintain public records required by CITY to perform the service. If MAIN STREET transfers all public records to CITY upon completion of the Agreement, MAIN STREET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN STREET keeps and maintains public records upon completion of the Agreement, MAIN STREET shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

4. Upon notice to MAIN STREET of a request to inspect or copy public records relating to CITY's agreement for services, MAIN STREET shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 5. If MAIN STREET does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
15. If the MAIN STREET fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes § 119.1 E-Verify.

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

a. MAIN STREET shall require each of its subcontractors to provide MAIN STREET with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, MAIN STREET, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but MAIN STREET otherwise complied, shall promptly notify MAIN STREET and MAIN STREET shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. MAIN STREET acknowledges that upon termination of this Agreement by the City for a violation of this section by MAIN STREET, MAIN STREET may not be awarded a public contract for at least one (1) year. MAIN STREET further acknowledges that MAIN STREET is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* MAIN STREET or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. MAIN STREET shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY:**

Chair

Date: _____

ATTEST:

City Clerk

KISSIMMEE MAIN STREET:

John White
Chair

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 19th
day of Sept., 2023, by means of ☒ physical presence or ☐
online notarization,
by John Fields as President for Kissimmee
Main Street, a Florida corporation, who is personally known to
me or has produced identification.

Notary Seal:

Notary:

Diana Marrero Pinto
Print Name: Diana Marrero Pinto

My Commission Expires:

6/12/27





KISSIMMEE MAIN STREET

TO PRESERVE AND ENHANCE HISTORIC
DOWNTOWN KISSIMMEE FOR THE
ENRICHMENT OF PRESENT AND FUTURE
GENERATIONS.



KISSIMMEE MAIN STREET

ANNUAL REPORT

OCTOBER 2022 – SEPTEMBER 2024

STREET FOUR

ECONOMIC VITALITY

Economic vitality strengthens the existing assets while diversifying the economic base of the Main Street District to support and improve profitability. The goal is to build a strong commercial district that creates a supportive environment for small businesses, entrepreneurs and consumers.

Examples of economic vitality activities include: analyzing current market forces, providing a balanced commercial mix, supporting and expanding existing businesses, recruiting new businesses, supporting housing options, developing infill space, and converting unused or underused commercial space into economically productive property.

DESIGN

Design capitalizes on and enhances the aspects of a Main Street District to create a safe, appealing and inviting atmosphere for people to shop and spend time. The physical elements such as the storefronts and building architecture, streetscape, public art, street furniture, parking areas, and public spaces are used to convey a positive image for the downtown.

Examples of design actions include: improving the physical appearance of the Main Street District, quality maintenance practices, historic building rehabilitation and adaptive use, and design review processes.

ORGANIZATION

A successful Main Street organization builds consensus between the many vested stakeholders throughout a Main Street District to ensure everyone is mobilized and working toward a shared vision for the future of the district. Organizational structure can take many forms depending on community capacity.

Examples of organization actions include: volunteer recruitment and training, public relations, fostering relationships with stakeholders, and developing a guide to guide the

PROMOTION

Effective promotion creates a positive image of the Main Street District to instill community pride and encourage commercial activity and investment in the area. Promotions can be used to communicate the unique characteristics of a Main Street District to spark interest in shopping, dining, living or investing in the community.

Examples of promotion actions include: marketing an enticing image, social media campaigns, street festivals, or other special events.

PROMOTIONS

COMMUNICATING THE UNIQUE CHARACTERISTICS OF MAIN STREET

KISSIMMEE MAIN STREET EVENTS

BOO! ON BROADWAY

Approximately 8,000 in attendance
1,000 rode the Sunrail into Kissimmee



KMS EVENTS

BOO! on Broadway

Thanksgiving Dinner Downtown

Small Business Saturday

Parranda

Light Up Kissimmee

Menorah Lighting

Kissimmee 5K

Hop on Downtown



ASSISTED EVENTS

Kissimmee Main Street assist with event coordination, hosting, marketing, and logistics for CRA businesses and outside agencies.



KMS ASSISTED EVENTS



LITTLE SPROUTS

Monthly food boxes



WALK & CHRISTMAS
WITH TEAM KAREEM

Annual fundraisers



COMMISSIONER MARTINEZ
COMMUNITY EVENT

Community event



PUERTO RICAN PARADE

Puerto Rican heritage

KMS ASSISTED EVENTS



NEW YEARS EVE

Annual event on Dakin



DIAPER GIVEAWAY

Alianza



WELCOME HOME

GO Orlando



VETERANS STAND DOWN

Mercy Foundation

ECONOMIC VITALITY

Supporting our small businesses in everyway, everyday.



SHOW YOUR LOVE
AND SHOP SMALL® ALL YEAR LONG



FOUNDING PARTNER



SMALL BUSINESS SUPPORT - MARKETING



SOCIAL MEDIA

- a) *Over 300 post advertising local area business events, specials, and city. County, and partnering organizations happenings to our over 18k Facebook followers.*
- b) *24 newsletters to over 6,000 subscribers with a 30% open rate*
- c) *Facebook reels viewed 1,653 in less than 4 days*
- d) *Facebook Visits increased by 82%*
- e) *Facebook Reach 42.3k*
- f) *Instagram Reach 2.9K*
- g) *Increased text messaging system usage*



NEWSLETTER

Weekly newsletter emailed to over 6,000

SMALL BUSINESS SERVICES

1. **Education ourselves-** To better serve our businesses the entire staff of KMS and one committee member received training from the City of Kissimmee on permitting and building code. Currently our Executive Director is receiving training from the University of Florida on "Capacity Building"
2. **Red Ribbon- Grand Openings-** Kissimmee Main Street provides free of charge grand opening celebrations. We organize the event alongside the business owner, create the invitation, send the invitation to both City & County Commissioners, State Representatives, area businesses, and local leadership.
3. **Friday Coffee**
4. **Welcome Center**
5. **Mini Mart**



SMALL BUSINESS SUPPORT - SERVICES



DIANE'S TEA ROOM

114 BROADWAY

KMS supported Diane's Tea Room through their BTR process and code violations.



SAQUI NAILS

115 BROADWAY

When the owner of Saqui Nails came to use with building issues we assisted in finding a contractor that would address and repair the issues and get her opened asap.



REY DEL POLLO

917 N. JOHNYOUNG

Since meeting the owners of Rey del Pollo we have provided several services.



ACUMED WELLNESS GROUP

1107 PERSON STREET

After becoming members of Kissimmee Main Street the owner of Acumed, Dr. Cecelia Ruznak expressed an interest in visibility and expanding her facility.

SMALL BUSINESS SUPPORT - SERVICES



BEST PRICED FURNITURE

2345 N. OBT

Assisted with lease of property.
Osceola County



PA' PICAR

127 BROADWAY

Assisted with liquor licensing



SOUL TAPAS

24 BROADWAY

Assisted with permitting



PEACE BY PIECE ACADEMY

806 EMMETT

Assisted with permitting and
BTR

SMALL BUSINESS SUPPORT - EDUCATION

ECONOMIC VITALITY COMMITTEE



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MERCY FOUNDATION

Pantry Collaborative
Veterans Event
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DESTINATION LIFE

Donations



PANTRY PLANTERS

Information & Resources



AGAPE INC.

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DESIGN

Telling our story



SHOW YOUR LOVE
AND SHOP SMALL® ALL YEAR LONG



FOUNDING PARTNER





THANK YOU!



INFO@KISSIMMEEMAINSTREET.ORG



WWW.KISSIMMEEMAINSTREET.ORG

ITEM 8.C

Advisory Board Vacancies: Parks and Recreation, Police, and Fire Pension Boards

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. The Commission is also asked to appoint/reappoint a member to the Fire 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.

Annual appointments for the Fire Pension board expire on September 30, 2023. Seat # 2 is assigned the Fire Pension Board appointment/reappointment. The current board member, Reginald Hardee respectfully requests reappointment.

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:	Commissioner Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 5: Mayor Gonzalez <i>*One application on file</i>	09/12/2023 10/03/2023	Parks & Recreation Advisory Board	05/31/2025	Member must be a City Resident.
Seat # 1: Commissioner Castano <i>*One application on file</i>	10/03/2023	Police Pension Board	09/30/2025	Member must be a City Resident.
Seat # 2: Commissioner Eady <i>*Current member Reginald Hardee wishes to be reappointed</i>	10/17/2023	Fire Pension Board	09/30/2023	Member must be a City Resident.

Recommendation

Staff recommends the Commission make an appointment to fill the open vacancies on the Parks and Recreation Advisory, Police and Fire Pension Boards.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

City of Kissimmee

Presenter: Mike Steigerwald

Attachment(s):

1. Linda McCoy Application - PARAB
2. Carlynn Rothey Application - PPB
3. Reginald Hardee (Reappointment Request) - FPB

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

Carlynn Rothery

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

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: *

- ☒ Board of Adjustment
- ☒ Citizens' Police Review Advisory Board
- ☒ Historic Preservation Advisory Board
- ☒ Kissimmee Charter Academy Board
- ☒ Parks & Recreation Advisory Board
- ☒ Pension Board - Fire
- ☒ Pension Board - General Employee
- ☒ Pension Board - Police
- ☒ 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

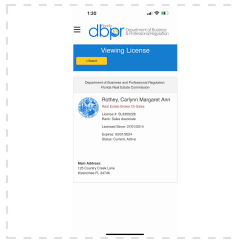
Do you have any special skills or certifications?

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.



Screenshot_2023-04-28_at_1.30.19_PM.png



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 filling 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 PUBLIC RECORD 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 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

From: [Linda Gomez](#)
To: [Tameara Crespo](#)
Cc: [Linda Hansell](#)
Subject: Reginald Hardee - Firefighters Retirement Plan
Date: Friday, August 25, 2023 3:27:35 PM
Attachments: [image001.png](#)

Tamera,

Please add Reginald Hardee to the agenda as he would like to continue to serve as a Board of Trustee for the Firefighters Retirement Plan. His term expires 9/30/2023.

Thanks,

Linda Gomez, CPPT

Pension Administrator

City of Kissimmee

101 Church St.

Kissimmee, Florida 34741

Telephone 407.518.2374 | Fax 407.518.2119

linda.gomez@kissimmee.gov

