



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 5, 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 Recognition of Goodwin Realty & Associates, Inc., for their 50-year business anniversary

3.B Recognition of Lewis Music Store, LLC, for their 50-year business anniversary

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from November 7, 2023, and November 21, 2023

7.B Amphitheater shade purchase for Lakefront Park

7.C Transfer of funds for the completion of the Rescue Remount project

7.D FOF Osceola Commerce Center Final Plat

7.E Community Development Block Grant FY2023 Funding and Subrecipient Agreements

7.F Amendment to the Franchise Agreement with Waste Management of Orlando Inc.

7.G Application for Internship Grant for Kissimmee Gateway Airport

7.H Grant Application for Airfield Markings Project

7.I Budget Amendment and Reclassification of an Airport Position

7.J Quiet Title to 310 N. Beaumont Avenue

8. DISCUSSION ITEMS

8.A Renewal of the Osceola Legislative Effort Agreement

8.B Haven on Vine Apartments FY 2023-2024 Annual Operating Budget

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**Recognition of Goodwin Realty & Associates, Inc., for their 50-year business anniversary****Request**

Presentation of award to Linda Goodwin-Nicols honoring her firm's extraordinary achievement in reaching 50 years in business.

Explanation

Linda Goodwin-Nichols has established herself as a pioneer in Kissimmee real estate. She founded Goodwin Realty & Associates in 1973, and is celebrating her firm's 50th anniversary. Linda and her daughters remain at the forefront of Kissimmee real estate. Linda has graciously devoted time and resources giving back to the community in the form of public service and charitable leadership. Linda is renowned for her positivity and personable nature, even when working on complex matters in her professional and charitable endeavors. It is with honor and thanks that the City present this 50th anniversary award to Goodwin Realty & Associates for all the good they have brought to the City of Kissimmee.

Department: Economic Development

Presenter: Arthur Tomerlin

Attachment(s):

None

ITEM 3.B**Recognition of Lewis Music Store, LLC, for their 50-year business anniversary****Request**

Presentation of an award to Lewis family for their firm's extraordinary achievement in reaching 50-years in business.

Explanation

Since October 1973, the Lewis Music Store has been operating at 117 Broadway in downtown Kissimmee. Three generations of the Lewis Family have been involved with running this iconic 50-year-old family business. The Lewis Music Store is an exceptional example of a family enterprise that has touched the City of Kissimmee in many positive ways. As the community's source for music instrument sales, service and instruction, Lewis Music has spread the gift of music to countless residents. It is with honor and thanks that the City present this 50th anniversary award to Lewis Music Store for all the music they have nurtured in the City of Kissimmee.

Department: Economic Development

Presenter: Arthur Tomerlin

Attachment(s):

None

ITEM 7.A**Approval of City Commission Minutes from November 7, 2023, and November 21, 2023****Request**

Request Commission approval of the November 7th and November 21st Commission Minutes.

Explanation**Recommendation**

Approval of the City Commission meeting minutes for November 7th and November 21st.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) - City Commission Meeting Minutes - November 7, 2023
2. (S) - City Commission Meeting Minutes - November 21, 2023



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

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, 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 Carlos Alvarez, III

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Mayor Gonzalez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Employee of the Month for November

Request that the City Commission join the City Manager in recognizing Scott Pool, Human Resources & Risk Management, as November's Employee of the Month.

City Manager Steigerwald introduced Scott Pool of the Human Resources Department and reviewed the qualities and attributes which led to his nomination and selection as employee of the month. He stated Scott has been with the City for over 27 years, which says a lot about not only his tenure but the quality of employee he is; this has been a long time coming and he is proud of Scott and the work he does for our employees. As noted in Scott's nomination, his dedication, compassion, and willingness to help others demonstrates his professionalism but also his outstanding character. 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. Pool expressed his appreciation for the opportunities afforded him during his career; he started in Parks & Recreation and was promoted to Human Resources. He thanked his supervisors, co-workers, and stated it has been a great ride. He also thanked the Commission and City Manager for providing us with a wonderful workplace and benefits; this is truly an honor.

3.B Promotion Ceremony for Police Lieutenant, Sergeant and Corporal

Swearing in and administering the oath to newly promoted Police Lieutenant Brandin J. Suarez, Sergeant Josue A. Naranjo and Corporal Mario O. Lewis.

Police Chief Betty Holland administered the Oath of Office to Lieutenant Brandin J. Suarez, Sergeant Josue A. Naranjo and Corporal Mario O. Lewis in individual ceremonies with their families and friends present.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance #23-08 - Ordinance to annex 0.79 acres of land - AX-23-0001 - County Vacated Right-of-Way (ROW) Hilliard Isle

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

Approval to Annex approximately 0.79 acres of property located east of Simpson Road and north of Hilliard Isle Road.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3087 by title.

Doug Etheredge, Assistant Development Services Director, reviewed the request for Commission approval of the annexation of 0.79 acres; in 2000, the City Commission approved an annexation request which included a portion of the portion of the property. A plat was eventually approved to realign Hilliard Isle Road and left this portion in Osceola County as a vacated right-of-way and it eventually became private property. It meets all the requirements for annexation and therefore, staff recommends approval.

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

Commissioner Martinez moved to adopt Ordinance # 3087 and approve the Final Public Hearing. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.B Public Hearing – Final Reading - Proposed Ordinance #23-09 - Ordinance amending the Future Land Use Map designation from County Vacated Right-of-Way (ROW) to City Commercial General (CG): Hilliard Isle ROW Vacation, LUPA-23-0002

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

Approval of a Land Use Plan Amendment changing the Future Land Use Map designation from County Vacated Right-of-Way to City Commercial (CG) on approximately 0.79 acres of land.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3088 by title.

Assistant Director Etheredge reviewed the land use request to take it from no designation to Commercial General. Staff reviewed this and find it to be in compliance with the Comprehensive Plan and therefore recommends approval.

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

Commissioner Martinez moved to adopt Ordinance # 3088 and approve the Final Public Hearing. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.C Public Hearing - Final Reading - Proposed Ordinance #23-10 - Ordinance amending the Zoning Map designation from County Vacated Right-of-Way to City Neighborhood Commercial (B-2): Hilliard Isle ROW, ZMA-23-0003

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

Approval of a Zoning Map Amendment to change the Zoning designation from County Vacated Right-of-Way to City Neighborhood Commercial (B-2) on approximately 0.79 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3089 by title.

Assistant Director Etheredge reviewed the requested Zoning designation from County-vacated right-of-way to City Neighborhood Commercial, which has limited retail uses. Staff has reviewed and finds this to be in compliance with the Comprehensive Plan and Land Development Code and therefore recommends approval of this request.

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

Commissioner Martinez moved to adopt Ordinance # 3089 and approve the Public Hearing. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Eady	AYE

Commissioner Alvarez ABSENT
 Commissioner Martinez AYE
 Mayor Gonzalez AYE

Motion carried 4 - 0.

4.D Public Hearing - Second and Final Reading - Proposed Ordinance # 23-21 - Amending the Police Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE ,FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-198,DEFINITIONS; AMENDING SECTION 30-201, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT OF OPERATION OF FUND;AMENDING SECTION 30-213, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-228, SUPPLEMENTAL SHARE PLAN RETIREMENT BENEFIT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance # 23-21 for the Police Retirement Plan.

City Attorney Sanchez de Fuentes read Ordinance # 3090 by title.

City Manager Steigerwald reviewed the request for amendments to the Police Retirement Plan and stated this will bring the language into compliance for the Internal Revenue Code along with the Secure Act 2.0. The Actuary for this pension plan reviewed the changes and finds there will be no impact on the plan. Therefore, after holding the Public Hearing, staff recommends approval.

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

Commissioner Castano moved to adopt Ordinance # 3090 and approve the Public Hearing. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Julie Slate, 2615 W. Oak Street, Kissimmee, expressed her concerns about the noise levels at the Kissimmee Lakefront. Ms. Slate stated the noise level was so loud when she visited last week that she couldn't concentrate. She complained about the pavilion music blaring combined with the traffic and it not being enjoyable. The road is 35 feet away, but with all the noise from the road combined with the pavilions, it is not enjoyable to sit by the water and be peaceful. She went one time and doesn't want to go back.

7. CONSENT AGENDA

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City Manager Steigerwald requested the Commission pull Item 7.S. for discussion.

Commissioner Castano made a motion to approve the Consent Agenda minus Item 7.S. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

City Manager Steigerwald explained Item 7.S. as a request to approve a HOME Agreement and Subordination Agreements for the Pinnacle at the Wesleyan Apartments and authorize the City Manager or his designee to execute the documents with the following condition has been met: HUD has issued an authorization to use grant funds for this project (Exhibit "A" hand-out).

Commissioner Eady made a motion to approve Item 7.S. and authorize the City Manager or his designee to execute the HOME Program Agreement and Subordination Agreements for Pinnacle at Wesleyan Apartments after HUD authorization received for use of the grant funds for this project. Commissioner Castano seconded the motion.

Motion carried 4 - 0.

- 7.A Approval of City Commission Minutes from the October 17, 2023 meeting
Request Commission approval of the October 17, 2023 Commission Minutes.
- 7.B Purchase of Compact Rapid Deployable (CRD) Communications Device
Approval to purchase a Compact Rapid Deployable (CRD) communications device for redundant mission critical communications.
- 7.C Donation of a trained scent discrimination Bloodhound from Senior Resource Alliance
The Police Department requests authorization to accept the donation of a trained scent discrimination Bloodhound from Senior Resource Alliance.
- 7.D Replacement of playground at Kissimmee Lakefront Park
Approval to transfer funds, purchase and construct a replacement playground at Kissimmee Lakefront Park.
- 7.E State of Florida Mutual Aid Agreement (Contract 20240037)
Approval to adopt the Statewide Mutual Aid Agreement between the City and the Florida Division of Emergency Management to receive and/or provide assistance during emergencies.

- 7.F Commission Ratification of the Collective Bargaining Agreement (CBA) with the International Association of Firefighters, Local 4208 (IAFF) Representing the Rank and File and Supervisory Bargaining Units
Commission approval and ratification of the Collective Bargaining Agreement between the City of Kissimmee and the International Association of Firefighters (IAFF), Local 4208, representing the Rank and File Unit (Cert #1400) and Supervisory unit (Cert #1401) effective October 1, 2022 to September 30, 2024.
- 7.G New pavilion at Oak Street Park
Approval of agreement to purchase and construct a new pavilion at Oak Street Park from Top Line Recreation Inc. through an intergovernmental cooperative purchasing agreement
- 7.H Building Fund budget adjustments
Approval of a budget transfer of \$2,365,928 from the Building Fund Reserve account to the Capital Project and Professional Services accounts.
- 7.I 2023 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs
The Police Department requests the Commission's approval to accept the 2023 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs, in the amount of \$12,660.
- 7.J Resilient Florida Grant for Woodside Drainage Improvement Project
Approval to pursue a Resilient Florida grant through the Florida Department of Environmental Protection (FDEP) for \$3,780,000.
- 7.K Randolph Place - Final Plat (DRC# SR-22-0020)
Approval of the final plat known as Randolph Place.
- 7.L Purchase of a Street Sweeper for Public Works Streets and Stormwater Division
Public Works requests approval to purchase an Elgin Regen X Mid-Dump street sweeper from Environmental Products Group in the amount of \$309,139.
- 7.M Amendment to Drainage and Retention Pond Easement for the Epoch Phase 3 Development (DRC# 21-00085)
Approval of an Amendment to Drainage and Retention Pond Easement between CRP/EPOCH FLORA RIDGE MF II OWNER, L.L.C. ("Grantor") and CITY OF KISSIMMEE, FLORIDA ("Grantee").
- 7.N Budget Adjustment to the State Housing Initiatives Partnership (SHIP) Funds
Approval of a budget adjustment to the State Housing Initiatives Partnership (SHIP) fund in the amount of \$19,004.72.
- 7.O First Addendum of Janitorial Services contract with Halo Building Services
Approval of first addendum to the existing janitorial services contract with Halo Building Services to increase the annual amount by \$22,672.
- 7.P Sale of vacant land located at 504 Canterbury Lane
Approval of the sale of 504 Canterbury Lane and authorize the City Manager or his designee to sign all transactional documents.
- 7.Q Projects to be Carried Forward to FY 2023-2024
Approval to increase the FY 2023-2024 budget to continue funding certain projects that were approved in prior years.
- 7.R Federal Aviation Administration Grant for Construction/Improvements of Taxiway Delta
Approval to apply for a Federal Aviation Administration Grant to fund an Airport

Improvement Project: "Rehabilitate, Mark, Light Taxiway Delta & RIMS – Construction and Engineering" at Kissimmee Gateway Airport.

7.S HOME Program and Subordination Agreements for the Pinnacle at the Wesleyan Apartments

Approval and execution of the HOME Program Agreement between the City and Pinnacle at the Wesleyan, LLC (Pinnacle at the Wesleyan Apartments) and the associated Subordination Agreement.

Removed for discussion and approved to authorize the City Manager to execute all the related documents.

7.T Temporary Construction Easement Agreement Between the City of Kissimmee and Park Square MF, LLC

Staff requests approval of a new Temporary Construction Easement Agreement between the City and Park Square MF, LLC, a Florida limited liability company, and joined by Kissimmee/Osceola County Chamber of Commerce, Inc., a Florida not-for-profit corporation.

8. DISCUSSION ITEMS

8.A Social Services and Quality of Life Grant Funding Allocations for FY 2023-24

Commission discussion and approval of the FY 2023-24 Social Services and Quality of Life Funding Allocations.

City Manager Steigerwald reviewed with the Commission that the City budgets \$350,000 each year for Social Services and Quality of Life grants for providing services that the City doesn't provide directly to the citizens. Each Commissioner proposes their recommendations for funding and the Deputy City Manager averages those numbers which are on the spreadsheets she distributed.

Deputy City Manager Matthews reviewed the Social Services Funding requests. The City received fourteen (14) applications, of which two (2) did not qualify. At the bottom of the spreadsheet displayed (Exhibit "B") there is a remaining balance available of \$8,745.50 that the Commission could choose to distribute to the applicants or another use.

Commissioner Martinez would like to see the remaining funds be distributed to the Salvation Army to assist them in their recovery and for any needs while keeping the operations running.

Commissioner Martinez made a motion to approve Social Services Funds using the averages as listed at \$291,254.50. Commissioner Eady seconded the motion.

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

NAY: Commissioner Martinez

Motion carried 3 - 1.

Commissioner Martinez made a motion to approve the remaining funds of \$8,745.50 from Social Services to be distributed to the Salvation Army for use in their recovery. Commissioner Eady seconded the motion.

Deputy City Manager Matthews asked for clarification on how the Commission would like to list the use of the funds being given to the Salvation Army. Commission consensus was to list it as general use in their recovery efforts. City Manager Steigerwald stated a "Go Fund Me" page was established by them and Commissioner Martinez displayed a scan code for individuals who would like to make a donation. Commissioner Castano asked them to come to the City and file an application. Deputy City Manager Matthews explained that if we are giving them funds to assist with recovery, it would not require an application, but it would be required if they are tying it to a specific program.

Mayor Gonzalez restated the motion and a vote was taken.

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

Motion carried 4 - 0.

Deputy City Manager Matthews discussed the Quality of Life Funds that the Commission approved in the budget at \$50,000. She stated we have commitments to the Central Florida Commission on Homelessness, the Education Foundation and Mark E. Durbin scholarship, and the Osceola County Literacy Match (Footsteps to Brilliance). The remaining funds would go to the Osceola Historical Society.

Commissioner Eady made a motion to approve the Quality of Life Funding as listed (Exhibit "C"). Commissioner Castano seconded the motion.

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

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission that City Hall is closed on Friday, November 10th for Veteran's Day. There will be a Veteran's Day Parade in downtown on Saturday, November 11th at 10:00 a.m. Sunday, November 12th at 11:00 a.m. the Orlando Japan Festival will be held at Lakefront Park.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano wished everyone a wonderful evening.

Commissioner Eady reminded everyone to be safe with all the activities going on in the City and encouraged our citizen to look out for each other.

Commissioner Martinez displayed the "Donate Today" scan code for the Salvation Army and encouraged our citizens to get involved in the recovery effort.

Mayor Gonzalez asked for prayers for the individuals injured in the boat fire at the Lakefront earlier today.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:38 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Hand-out Revision for Agenda Item 7.S.
Item 7.S.

City Commission Agenda November 7, 2023

Item 7.S. Home Program and Subordination Agreements for the Pinnacle at the Wesleyan Apartments

Amendment to the recommendation to the City Commission.

Recommendation

Approval to execute the HOME Program Agreement and Subordination Agreements for the Pinnacle at the Wesleyan Apartments.

Amended Recommendation

Authorize the City Manager or his designee to execute the HOME Program Agreement and Subordination Agreements for the Pinnacle at Wesleyan Apartments only after the following condition have been met:

- 1) HUD has issued an authorization to use grant funds for this project.

Exhibit "B"
Hand-out for
Social Service Funding \$300,000
Item 8.A.

Social Services Grant Program FY 2023-24 (Draft)

Hand-out Attached to Agenda
8.A. 11/7/2023

AGENCY	Services Funded with City Funds	Clients to be served	Funding Requests FY 2023-24	Commission Funding Averages	Pending Grant Award	Approved Funding FY 2022-23
Osceola Council on Aging Program: Health Clinic: \$30,000	Health Clinic: \$15,000 to fund salary of staff physician and \$15,000 for diagnostic testing of uninsured, low income patients. Secondary health care to low-income, uninsured, chronically ill residents of Osceola County.	500	\$30,000.00	\$26,048.75	\$26,048.75	\$30,000.00
Program: Meals on Wheels: \$50,000	Meals on Wheels: Food purchases for emergency meal and food distribution programs. Congregant meals; home delivered meals; food bank/pantry.	9,000	\$50,000.00	\$43,387.75	\$43,387.75	\$48,750.00
Program: Transportation: \$20,000	Cover the cost of 1 part time driver and fuel expenses for the Council's transportation program.	250	\$20,000.00	\$17,621.20	\$17,621.20	\$18,750.00
Osceola Mental Health/ Park Place Behavioral Health Care Program: Residence Level IV Adult Substance Abuse Services Services: Transitional living program for adults who are indigent, homeless and have a substance use disorder with or without a co-occurring mental illness.	2-3 beds in the residential level IV program for clients with chemical dependency- includes services and related cost	6 to 9	\$65,000.00	\$48,347.50	\$48,347.50	\$52,309.60
Help Now of Osceola, Inc. Program: Domestic Violence Services Serves the needs of domestic abuse survivors by operating a safe shelter facility, Outreach Center, direct client services, and community advocacy. Funding: Case Management Services at shelter facility and Maintenance expenses at shelter facility.	Shelter operations, case management, communications hotline and facility maintenance	900	\$75,000.00	\$34,960.20	\$34,960.20	\$38,796.81
Aspire Health Partners, Inc. Program: HOME (Helping Others Make the Effort) Bridge Housing for homeless women and children; case manage and referrals for off-site homelessness prevention	Operational cost of providing bridge housing services to the residents of the HOME program. This includes: utilities, staff support, residential housing supplies, building facility maintenance, insurance, and other related operational costs	3,500	\$50,000.00	\$37,137.75	\$37,137.75	\$43,046.80
Community Coordinated Care for Children, Inc. (4C) Program: Head Start/ Early Head Start: Provides early learning programs, childcare assistance and supportive family services.	Head Start Program- Assists low income families with City funding provides match funding (20% non-federal share (NFS) match requirement will leverage \$43,688 in funding).	149	\$10,922.00	\$9,669.50	\$9,669.50	\$10,731.82
Orlando Health/ Howard Phillips Center for Children & Families Program: Healing Tree: Provides therapy/counseling for children and families of children who have been victims of child abuse/ sexual abuse.	Specialized clinical assessments and ongoing therapeutic services provided by licensed mental health therapist and interns for child victims of abuse and their families	30	\$10,000.00	\$8,919.50	\$8,919.50	\$10,125.00
Heavenly Hoofs, Inc/ McCormick Foundation Program: Horses and Heroes Serves post 9/11 Veterans with PTSD through equine-assisted therapy	Services will fund the cost of delivering the program services to veterans; the cost of therapy horses, staff members delivering the services, and contract mental health therapist for the program. (Will serve 40 veterans in four 12-week sessions. (36 hours each)	2	\$6,336.00	\$3,750.00	\$3,750.00	\$- .00
The Opportunity Center (Osceola ARC) Program: Adult Day Training: Provides training to developmentally disabled adults.	Funds will be used to hire a Board Certified Music Therapist to improve the health and emotional well-being of adults with intellectual and developmental disabilities.	110	\$15,000.00	\$4,959.75	\$4,959.75	\$6,864.97
Osceola Community Health Svcs/ Primary Care Medical Svcs of Poinciana Program: Integrated Behavioral Health Program (New): Provides integrated behavioral health services in fixed and mobile locations for the homeless.	Full range of behavioral health services including preventative, diagnostic, episodic, and follow-up care for both on-site and mobile services.	850	\$50,000.00	\$11,169.50	\$11,169.50	\$13,750.00
City of Kissimmee- Homeless Services	City Homeless Services Funding: Funds will provide a leveraging opportunity to access regional funding for housing the chronically homeless.		TBD	\$19,839.00	\$19,839.00	\$26,875.00
New Requests						
Church and Community Assistance Program CCAP Cares	Program: Homelessness Services, prevention and intervention- Food, personal hygiene kits, emergency housing costs	17,596	\$25,000.00	\$11,855.10	\$11,855.10	
Destination Life Inc. Program: Life Work Whole Health	Operational expenses for program. Substance abuse counseling, case management, emergency housing, training, medical services, education and life skills, mental health evaluations, literacy program.	358	\$300,000.00	2 of 5		
Hope Partnership Inc./ Program: Homeless Prevention and Diversion	Homeless prevention and stability services and provide salary for Part-time Community Support Specialist.	50	\$75,000.00	\$13,589.00	\$13,589.00	
The Transition House, Inc. Inspire Counseling and Support Center	Program: Behavioral health and substance abuse use disorder treatment clinic services for no-income/low income individuals. (35 individual outpatient services for 12 months)	35	\$125,000.00	1 of 5		
Total			\$907,258.00	\$291,254.50	\$291,254.50	\$300,000.00
FUNDS REMAINING	#VALUE!			\$ (8,745.50)	\$ (8,745.50)	

Exhibit "C"
Hand-out for Quality of Life \$50,000
Item 8.A.

Quality of Life Grant Program FY 2023-24

Exhibit "C"
11/7/2023

Agency Name	Program Specifics	Funding Requests FY 2023-24	Grant Award	Approved Funding FY 2022-23
Osceola Historical Society	General Operating (Pioneer Village)	\$35,000.00	\$30,200.00	\$30,200.00
Regional Homelessness Effort through Central Florida Commission on Homelessness	Board of Governors Member*	\$5,000.00	\$5,000.00	\$5,000.00
Education Foundation	Mark E. Durbin Scholarship Commitment	\$5,000.00	\$5,000.00	\$5,000.00
Osceola County Literacy Match	City Match- Footsteps to Brilliance	\$9,800.00	\$9,800.00	\$9,800.00
Total		\$54,800.00	\$50,000.00	\$50,000.00
<u>Available Budget</u>		<u>\$50,000.00</u>		



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, NOVEMBER 21, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Angela Eady, Carlos Alvarez

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

Members Absent: Commissioner Janette Martinez, Commissioner Olga Castano

Staff Absent: Deputy City Manager Desiree Matthews

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing in ceremony for three new Police Officers

Swearing in and administering of oath for three new Police Officers

Police Chief Betty Holland administered the Oath of Office to Police Officers Javier A. Suarez Montalvo, Shane L. Rose, and Brannon D. Hills as family members participated in the ceremony.

3.B Promotion ceremony for Police Sergeant and Corporal

Swearing in and administering of oath for newly promoted Police Sergeant Jonathan Padilla, Corporal Emerson Godin-Koehler, Corporal Patrick C. Smith, and Corporal Mario A. Cardenas.

Police Chief Betty Holland administered the Oath of Office to newly promoted Sergeant Jonathon Padilla, and Corporals Emerson Godin-Koehler, Patrick C. Smith, and Mario A. Cardenas as family participated in the ceremony.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

5.A Public Hearing - Adoption of Resolution to Amend the City's FY 2022-2023 Operating Budget

This request is for Commission approval to adopt a resolution amending the City's operating budget for 2022-2023.

City Manager Steigerwald introduced the item and stated it is a requirement of the State of Florida that we hold a Public Hearing when amending the budget for increases above what was initially approved in the budget. Most of the adjustments are grant funds, donations, and interest that has accrued; the FY2022/2023 budget is being amended by \$22,700,000 that was not caused by fees or tax increases. Staff recommended approval after holding the Public Hearing.

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

Commissioner Eady made a motion to approve the Public Hearing and adopt Resolution # 18-2023. Commissioner Alvarez seconded the motion.

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

NAY: None

Motion carried 3 - 0.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

City Manager Steigerwald informed the Commission that Osceola County provides funds for the City to operate the Marydia Community Center for them and this new agreement needs to be brought before the County Commission before the City considers any action. We anticipate we will bring this back to the City Commission by the second meeting in December.

Commissioner Alvarez made a motion to approve the Consent Agenda minus Item 7.I. Commissioner Eady seconded the motion.

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

NAY: None

Motion carried 3 - 0.

7.A Rescue Unit Purchase 2024

The Kissimmee Fire Department is requesting to have Excellance, Inc. manufacture a Rescue Unit utilizing a 2024 Freightliner M2 Chassis.

7.B Change Order No. 1, Amendment to the Contract Price with American Persian Engineering & Construction, LLC (APEC) for the Construction of the Harbin Parking Modification Project.

City Commission approval of Change Order No. 1 to increase the contract in the amount of \$89,980.00 for the cost associated with the re-design of a new drainage system, approximately 120ft of sidewalk reconstruction of existing sidewalk to meet ADA compliance along with Erosion and Sediment Controls required for the construction work.

- 7.C Approval to award the Lakefront Breakwater renovations to Votum Construction LLC
Approval to award the Lakefront Breakwater renovations to Votum Construction LLC.
- 7.D Purchase and Sale Agreement for Kissimmee Charter Academy
Approval of a Purchase and Sale Agreement with Kissimmee Charter Academy, LLC for the sale of Kissimmee Charter Academy, located at 2850 Bill Beck Boulevard, Kissimmee, FL 34744 (Contract #20240092)
- 7.E Approval to submit an Urban and Community Forestry Grant application for Lakefront Park
Approval to submit an Urban and Community Forestry Grant application for the benefit of Lakefront Park
- 7.F Master Agreement for Citywide Mechanical, Electrical, and Plumbing Continuing Services
Approval to authorize staff to negotiate master service agreements for Citywide Mechanical, Electrical, and Plumbing continuing services.
- 7.G Master Agreement for Construction Manager at Risk Continuing Services
Approval to authorize staff to negotiate master service agreements for Construction Manager at Risk continuing services.
- 7.H Master Agreement for Architectural and Engineering Continuing Services
Approval to authorize staff to negotiate master service agreements for Architectural and Engineering continuing services.
- 7.I Second Amendment to the Interlocal Agreement between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center
Request approval of the Second Amendment to the Interlocal Agreement between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center
- Item 7.I. was removed from the Consent Agenda and will be rescheduled for a future date.*
- 7.J Authorization to Purchase and Trade-In Pistols
The Police Department is requesting Commission authorization to dispose of 166 pistols in exchange for a credit and to purchase, utilizing the credit, new pistols, sights, holsters, and training guns.
- 7.K Approval to Adjust the Fiscal Year 2022-2023 Budget
This request is for Commission approval to adjust the budget for fiscal year 2022-2023 due to line-item variances in certain department budgets.
- 7.L Federal Aviation Administration Grant Application for Air Traffic Control Tower Design
Request City Commission approval to apply for a Federal Aviation Administration Grant to fund the design, permitting and bidding services for a new air traffic control tower at Kissimmee Gateway Airport.
- 7.M Transfer Between the Charter School Fund and the General Fund
Approval of a transfer between the Charter School Fund and the General Fund for unrestricted reserve monies.
- 7.N Budget Approval for Aid to Private Organizations Account for Quality of Life Grant Program for FY23-24
Commission approval to transfer \$50,000 from General Fund Reserves for the Quality of Life Grant Program budget.

7.O Purchase of Property from Osceola Mental Health, Inc. d/b/a/ Park Place Behavioral Health

Purchase of 880 Martin Luther King Boulevard (Parcel # 21-25-29-1690-000C-0020) from Osceola Mental Health, Inc. d/b/a Park Place Behavioral for \$520,000 and authorize a \$55,000 good faith deposit.

8. DISCUSSION ITEMS

8.A Renewal of the Osceola Legislative Effort Agreement

Staff requests Commission direction on whether the City should continue to participate in the joint lobbying with the Osceola Legislative Effort (OLE).

City Manager Steigerwald reviewed the request for a decision on whether the City of Kissimmee will participate in the Osceola Legislative Effort (OLE) as a joint member along with Osceola County, Osceola County School District, and City of St. Cloud. For the upcoming year, the priorities adopted by OLE are the Lake Toho Clean-up and the widening of Thacker Avenue between Flora Boulevard and Osceola Parkway. The agreement is structured so that Osceola County pays \$80,000, the School District pays \$60,000, and the City of Kissimmee and City of St. Cloud would each pay \$40,000. Staff is requesting Commission direction on this issue.

Commission consensus was to request this item be continued, so the Commission has an opportunity to consider the request and allow the two (2) absent Commissioners to have input.

City Manager Steigerwald will move this to a future December meeting.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission that City Administrative Offices will be closed on Thursday and Friday for Thanksgiving, and he will be out of the office on Wednesday; Assistant City Manager Blake will be Acting City Manager during his absence.

9.B CITY ATTORNEY

City Attorney Sanchez de Fuentes wished everyone a wonderful Thanksgiving Holiday.

9.C CITY COMMISSION

Commissioner Eady wished everyone a safe and prosperous holiday season.

Commissioner Alvarez reminded everyone of the Tree Lighting Ceremony in front of the Kissimmee Police Department on Saturday, November 25, 2023; be safe.

Mayor Gonzalez wished everyone a Happy Thanksgiving and encouraged everyone to enjoy spending time with your families and please stay safe.

10. ADJOURNMENT

There being no further business to come before the City Commission, Mayor Gonzalez adjourned the meeting at 6:15 PM.

Mayor Olga Gonzalez

ATTEST:

City Clerk

ITEM 7.B

Amphitheater shade purchase for Lakefront Park

Request

Approval to purchase amphitheater shade cover for the Veteran's Lawn stage at the Kissimmee Lakefront Park from REP Services, Inc. using Sales Tax and Land and Water Grant funds totaling \$193,874.89.

Explanation

The Parks and Recreation Department, in efforts to continually enhance the Kissimmee Lakefront Park, would like to purchase and install an amphitheater shade cover for the open air stage at the Veteran's Lawn. This will create an amphitheater effect, complete with stage lighting, while using a sail shade cover to match the existing Lakefront Park architecture and provide open sight lines to Lake Toho. The City wishes to purchase through an Inter-governmental Cooperative Purchasing Agreement with REP Services, Inc. through Manatee County School District Agreement No. 21-0053-MR in the amount of \$193,874.89. A portion will be spent from each above account as necessary. This agreement has been approved by Purchasing and a cooperative purchase contract was created by City's legal department.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106 506393	ST2409	Decrease	200,000	
15150206-506393	LWCF756		200,000	

Financial Summary:

The City's matching funds will be transferred from sales tax project ST2409 to the grant project LWCF756. The quote for the shade cover is \$193,874.89.

Recommendation

Approval to purchase amphitheater shade cover for the Veteran's Lawn stage at the Kissimmee Lakefront Park from REP Services, Inc. using Sales Tax and Land and Water Grant funds totaling \$193,874.89 and allowing the City Manager to execute all documents regarding the purchase and Grant forms related to the purchase.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

City of Kissimmee

Attachment(s):

1. (S) Agreement REP Services Inc

**AGREEMENT BETWEEN
CITY OF KISSIMMEE AND VENDOR**

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 REP Services, Inc., a Florida For-Profit Corporation, 165 W. Jessup Avenue, Longwood, FL 32750, hereinafter “Vendor”, collectively hereinafter the “Parties” and each represents as follows:

WITNESSETH

WHEREAS, the City seeks a competent and qualified contractor to provide and install a stage shade at Lakefront Park, 201 Lakeview Drive, Kissimmee, FL 34741; and

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

WHEREAS, the City’s Purchasing Manual allows the City to procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, pursuant to a competitive bidding and selection process MCSD No. 21-0053-MR, the Manatee County, Florida School District, as Lead Public Agency, entered into Contract of Award Agreement No. 21-0053-MR with Vendor for playground equipment, site equipment, and shade structures (hereinafter the “Master Agreement”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Vendor and the Manatee County, Florida School District renewed the Master Agreement for a period from September 1, 2023 through August 31, 2024 (hereinafter the “Renewal”), which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the City has determined that the terms and conditions of the Master Agreement match the City’s need for a stage shade, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor.

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. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is attached hereto as Exhibit A, The Renewal, which is attached hereto as Exhibit B, REP Services, Inc. Proposal # 14907.08, which is attached hereto as Exhibit C, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit B, and Exhibit C, in that order.

Upon execution of this Agreement, all references made to “Manatee County School District,” “School District,” or “Board Members” in Exhibits A and B will be interpreted as pertaining to the City of Kissimmee, all references made to “Contractor” or “Bidder” in Exhibits A and B will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A and B not inconsistent with this Agreement, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words “Manatee County School District,” “School District,” or “Board Members” appear, they will be read as “City of Kissimmee,” “City,” or “City of Kissimmee Commissioners” and wherever the words “Contractor” or “Bidder” appear, they will be read as “Vendor.”

3. **TERM.** The term of this Agreement shall begin upon execution and continue through August 31, 2024, the date of expiration of the Renewal. This agreement may be extended if the Master Agreement is extended.
4. **SCOPE OF WORK.** Vendor agrees to provide the equipment, freight, site work, engineering drawings, and installation of said equipment at Lakefront Park, 201 Lakeview Drive, Kissimmee, FL 34741 as further described in Exhibit C (hereinafter the “Work”) according to the terms, conditions, and pricing further described in Exhibit C.
5. **PAYMENT.** Upon review and approval of Vendor’s invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City’s receipt of the invoice.
6. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City

for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

7. **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.
8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Steve L. Lackey Director Parks and Recreation 101 Church Street, Suite 330 Kissimmee, FL 34741	Vendor Nathan Almon President 165 W. Jessup Avenue Longwood, FL 32750-4146
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9. **PROJECT MANAGERS.** City and Vendor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by Vendor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of City. If City or Vendor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. City will notify Vendor, in writing, if the current City Project Manager is replaced by another individual.

- A. City's Project Manager's contact information is as follows:

**Steve Lackey
Director
101 Church Street
Kissimmee, Florida 3741
407.518.2342
Steve.Lackey@cityofkissimmee.gov**

- B. Vendor's Primary Project Manager's contact information is as follows:

Nathan Almon

165 W. Jessup Avenue
Longwood, FL 32750-4146
407.831.9658
nathan@repservices.com

10. 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 Vendor from the responsibility to City for the proper completion of all work to be executed under this Agreement, and Vendor shall not be released from the responsibility by any Subcontractor agreement Vendor makes with others. If applicable, Vendor shall be required to furnish to 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.

11. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEEER. In the performance of this Agreement, Vendor 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 Vendor shall be, at all times, employees of Vendor under its sole discretion, and not an employee or agent of City. Vendor shall provide competent employees. City may require Vendor 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.

12. INSURANCE. Vendor 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, Vendor at their sole cost and expenses shall maintain insurance coverage as follows:

A) **Workers Compensation:** Vendor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.

B) **Comprehensive General Liability:** Vendor will provide such coverage in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom and an amount equal to or greater than \$3,000,000.00 in aggregate coverage.

- i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding.

C) Comprehensive Automobile Liability: Vendor will provide coverage in an amount equal to or greater than \$1,000,000.00 per occurrence for bodily injuries and/or death to any person caused by passenger automobiles or commercial vehicles.

D) Comprehensive Automobile Liability: Vendor will provide coverage in an amount equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

Vendor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Vendor shall provide thirty (30) day prior written notification to the City in the event coverage is cancelled, modified, or nonrenewed. If any required insurance coverage is cancelled, terminated or revoked, Vendor shall immediately suspend its operations until replacement insurance is obtained and verified.

13. INDEMNIFICATION. Vendor agrees to defend, indemnify, and hold harmless the City, its agents, employees, officers, and Commissioners against any and all third-party claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to this Agreement to the extent provided by law.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

14. TAXES. Vendor certifies that all state and federal tax exemptions applicable to City will be applied.

15. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESPOND TO DAMAGED PROPERTY. Vendor shall maintain a safe and secure worksite for the duration of the Work. Vendor shall maintain all areas in a neat and presentable condition. Vendor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

Vendor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. Vendor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of City which is damaged by reason of Vendor's Work on or around such property.

In case of failure on the part of Vendor to restore and/or replace such property, or to make good such damage or injury, City may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to Vendor under the Agreement. Nothing in this provision shall prevent Vendor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by City, provided that such property has not been damaged as a result from the performance of the Work or through fault of Vendor, its employees or agents.

16. AUTHORITY TO SUSPEND WORK. City and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should Vendor be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of City, Vendor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as City and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, Vendor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall City be liable to Vendor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. WARRANTIES AND REPRESENTATIONS. Vendor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Vendor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. Vendor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

Vendor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by City, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and Vendor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair

its usefulness and should same, at any time within said period, in the judgment of City, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then City shall cause to be served upon Vendor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and Vendor shall promptly comply therewith at its sole cost and expense.

Any warranty provided by Vendor or for which Vendor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

City reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of Vendor be discovered after the final payment has been made, to claim and recover from Vendor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

18. WAIVER OF LIENS. Prior to final payment of the Agreement Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Vendor who participated in the Work that is the subject of this Agreement.

19. REMEDIES.

A) Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Vendor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Vendor's failure to perform in accordance with the requirements of this Agreement.

B) Correction of Work. If, in the judgment of City, work provided by Vendor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Vendor correct all deficiencies in the work to bring the work into conformance without additional cost to City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. City is the sole judge of non-conformance and the quality of workmanship.

20. WASTE AND HAZARDOUS MATERIAL DISPOSAL. Vendor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to City, and in accordance with federal, state, and local laws and ordinances.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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 and at minimum for five (5) years. The City reserves the right to examine and/or audit such records. This Section shall survive termination or expiration of this Agreement.
- 26. CHANGES IN WORK ITEMS OR SCOPE.** City and Vendor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by Vendor and City. All Change Orders must be approved by City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by Vendor unless Vendor has received a prior written Change Order signed by an authorized representative of City, except in an emergency where there is danger to life or risk of significant damage to property. No extra costs shall be paid to the Vendor as a result of Vendor's failure to properly evaluate the extent of the rehabilitation work.

- 27. GUARANTEES AND WARRANTIES.** Vendor 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 by City and delivered to Vendor pursuant to the Notice Section above. The provisions of this article apply to work done by subcontractors as well as work done by Vendor.
- 28. BREACH.** Failure of Vendor or 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, 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, Vendor may terminate this Agreement immediately without notice. If City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless tCity disputes satisfactory performance of services.
- 29. 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.
- 30. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Vendor.
- 31. 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, Vendor shall act, at its discretion, to prevent threatened damage, injury or loss. Vendor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.
- 32. 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.

33. PUBLIC RECORDS. The Vendor 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 Vendor shall keep and maintain public records required by the City to perform the service.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor'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 Vendor, the Vendor 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 Vendor 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 Vendor does not transfer the records to the City.
- c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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 Vendor of a request to inspect or copy public records relating to a City's contract for services, the Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Vendor 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 Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

34. E-VERIFY. In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor 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 website: <http://www.dhs.gov/E-Verify> .

Every Vendor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Vendor 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).

City acknowledges that Vendor may use workers outside the United States, who will not be subject to e-verification.

35. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; 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 Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

36. FOREIGN GIFTS AND CONTRACTS. Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

37. SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS. Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Vendor based on the Vendor's social, political, or ideological interest.

38. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.

39. PUBLIC ENTITY CRIMES. In accordance with the Public Entity Crimes Act (§287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services 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 §287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

40. ANTITRUST VIOLATIONS; DENAIL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new

contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Vendor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

41. DISCRIMINATORY VENDOR LIST. Vendor hereby acknowledges its continuous duty to disclose to the City if Vendor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

42. 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.

SIGNATURES ON FOLLOWING PAGE

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

VENDOR- Rep Services, Inc.

By: Nathan Almon

Title: President

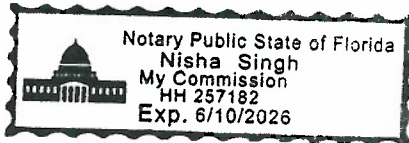
Date: 11/9/23

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9th day of November, 2023, by means of ☒ physical presence or ☐ online notarization, by Nathan Almon as President for REP Services, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Nisha Singh
Print Name: Nisha Singh
My Commission Expires: 6/10/2026

CITY OF KISSIMMEE

Olga Gonzalez, Mayor

Date: _____

Attest:

City Clerk

Approved as to form and legality:

City Attorney

EXHIBIT A

**MANATEE COUNTY SCHOOL DISTRICT CONTRACT OF AWARD AGREEMENT
NO. 21-0053-MR**



PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

Contract of Award Agreement No. 21-0053-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and Rep Services Inc. , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

PARK AND PLAYGROUND EQUIPMENT, SDMC No. 21-0053

2. **Contract Term:** The term of this Agreement shall be from September 1, 2020_ through August 31, 2023 . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.
4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.
6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the

termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience: Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
8. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **Anti-Discrimination:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.
11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during

the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.
13. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
14. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the nonFederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 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.
15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
19. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).
20. **Record Retention Requirements for Contracts Paid for with Federal Funds** 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.
22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
 - a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
 - b. Employer's Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.

- c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
 - i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- d. Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- e. Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **Compliance with Jessica Lunsford Act:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

24. **Sovereign Immunity:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

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

Linda Lambert, Communications/ Public Records Associate, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 lambertl@manateeschools.net

25. **Entire Agreement:** The proposal and this agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

SIGNATURES:

CONTRACTOR

Contract of Award Agreement

[Bid/RFP Park and Playground Equipment, SDMC No. 21-0053-MR

Nathan Almon
Signature

Nathan Almon
Type or Print Name

Rep Services, Inc
Business/Company Name

165 W Jessup Ave
Address

Longwood FL 32750
City, State, Zip

8-3-20
Date

President
Title

407-831-9658
Phone

Fax

nathan@repServices.com
Email

SCHOOL DISTRICT OF MANATEE COUNTY

Legal Counsel

Date

Superintendent

Date

SCHOOL BOARD

Board Chair

Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: Rep Services Inc.

TELEPHONE NUMBER: —

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: <https://www.manateeschools.net/> Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint ApptDate/Time
Pitts, Johnny	Johnny Pitts Construction, Inc. / 7-2-2019	

Whitaker, Devon	Al Bosgraaf & Sons, Inc. / 1-4-2021	
Diaz, Troy	Al Bosgraaf & Sons, Inc. / 3-5-2023	
Bennett, Anthony	Al Bosgraaf & Sons, Inc. / 8-29-2021	
Goodnight, Danny	Al Bosgraaf & Sons, Inc. / 8-29-2021	
Bosgraaf, John	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:40AM
Pitts, Codi	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:30AM
Kline, Daniel	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:50AM
LeBrun, Jarod	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:10AM
Trenchard, Tyler	Al Bosgraaf & Sons, Inc.	7-20-2020 / 9:20AM
Bosgraaf, Gerald	Al Bosgraaf & Sons, Inc.	7-2-2020 / 10:00AM

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

EXHIBIT B

**RENEWAL AMENDMENT, MANATEE COUNTY SCHOOL DISTRICT CONTRACT
OF AWARD AGREEMENT NO. 21-0053-MR**



PURCHASING DEPARTMENT

215 Manatee Avenue West

Bradenton, Florida 34205

Direct Line (941) 708-8770 FAX line (941) 708-8

**Renewal Amendment, Park and Playground Equipment SDMC No. 21-0053
MR, R newal 1 (One)**

This Amendment to Park and Playground Equipment, SDMC No. 21-0053-MR("Contract") is made and entered into as of the last date signed below by and between The School District of Manatee County ("District") and Rep Services, Inc. ("Contractor"). District and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

1. CONTRACT RENEWAL:

- 1.1 The District hereby executes its first renewal option for a period from September 1, 2023 through August 31, 2024. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District.

2. CONFLICT OF TERMS:

- 2.1 To the extent any of the terms of this agreement conflict with the terms of the contract, the terms of this agreement shall control. All other terms of the contract remain in full force.

3. WARRANTY OF AUTHORITY

- 3.1 Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

4. PAYMENT TERMS:

- 4.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

5. INVOICE REQUIREMENTS:

- 5.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

6. NON-FUNDING:

- 6.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

7. TERMINATION FOR CAUSE and CONVENIENCE:

- 7.1 Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

8. **COMPLIANCE WITH THE SUNSHINE LAW:**

- 8.1 The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

9. **EQUAL EMPLOYMENT OPPORTUNITY:**

- 9.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1. b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10. **ANTI-DISCRIMINATION:**

- 10.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
- b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

11. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:**

- 11.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when

participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

12 **FORCE MAJEURE:**

- 12.1 The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

13 **GOVERNING LAW:**

- 13.1 This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

14 **DAVIS-BACON ACT:**

- 14.1 as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

15 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

- 15.1 (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of \$100,000 t at 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.

- 16 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
- 16.1 If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 17 **CLEAN AIR ACT:**
- 17.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–767 q) 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). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 18 **DEBARMENT AND SUSPENSION:**
- 18.1 (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19 **BYRD ANTI-LOBBYING AMENDMENT:**
- 19.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
20. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**
- 20.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014)

21. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**
- 21.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
22. **INDEMNIFICATION:**
- 22.1 Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.
23. **INSURANCE:**
- 23.1
- a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
 - b. Employer's Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.
 - c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
 - i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
 - d. Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
 - e. Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
24. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**
- 24.1 The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.
25. **SOVEREIGN IMMUNITY:**

- 25.1 The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

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

Public Records Custodian, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 publicrecords@manateeschools.net

26. AUTHORITY TO EXECUTE:

- 26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Contract Documents.

27. ASSIGNMENT:

- 27.1 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

28. COVID 19

- 28.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

29. EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):

- 29.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other remuneration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E Verify system, located at <https://e-verify.uscis.gov/emp> to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

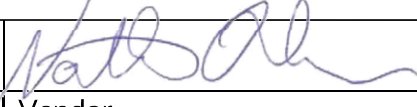
The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith belief that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will

immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 7099544

REP SERVICES, INC.		165 WEST JESSUP AVENUE, LONGWOOD, FL 32750
BUSINESS/COMPANY NAME		ADDRESS
407-831-9658		NATHAN@REPSERVICES.COM
PHONE		EMAIL
NATHAN ALTMAN		PRESIDENT
TYPE OR PRINT NAME		TITLE
SIGNATURES:		
		8/9/202
Vendor		Date
SCHOOL DISTRICT OF MANATEE COUNTY:		
		8/17/2023
Purchasing Department		Date

The current awarded tabulation is posted on the Purchasing website: www.manateeschools.net

If you do not agree to this renewal, please indicate on this renewal agreement and return to Purchasing Department.

ADDENDUM A
CONTRACTOR INFORMATION FORM

SUPPLIER NAME: REP SERVICES, INC.

TELEPHONE NUMBER: 407-831-9658

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: <https://www.manateeschools.net/>

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Pitts, Johnny	7/2/2019	Fingerprints are on File w/ Any Lab Test Now, Pensacola, FL
Matthew Simmons		
Jorge Cruz		
Gordon Toms		

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE.

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

EXHIBIT C

REP SERVICES, INC. PROPOSAL NO. 14907.08



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 366.232.8532 E mail: sales@repsservices.com

E-mail POs and contracts to:

contracts@repsservices.com

CGC1508223 FEIN 59-2978507 Page 1 of 3

Please mail checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: City of Kissimmee
Parks & Recreation
100 N. Church Street
Kissimmee, FL 34742

Ship To: TBD at a later date

Bill To: City of Kissimmee
Parks & Recreation
100 N. Church Street
Kissimmee, FL 34742

Attn: Steve Lackey

Attn:

Attn: Steve Lackey

Project No: 14907
Proposal No: 14907.08
Proposal Date: 10/25/2023

Project Name: Lakefront Park Kissimmee Stage Shade
Proposal Name: Lakefront Park Stage Shade - 2023
Proposal Expires: 12/31/2023

Project Contact: Steve Lackey
Project Location: 250 Lakeshore Blvd.
Kissimmee, FL 34741
Project County: Osceola

For Questions Contact: Shela Brown ☎ 407-853-3558 ✉ shela@repsservices.com
Consultant: Mary Langley ☎ 407-853-3563 ✉ mary@repsservices.com

Opt/Rev: C/3 10/25/23 - SA

Vendor: LSI SkyWays

Proj Drawings:

591803

Class	Part No	Qty	Description	Unit Price	Ext Price
Custom	CP001097	6 EA	Skyways Template-Steel Anchor Bolt/Base Plate Template	170.00	1,020.00
Shade	CP036439	1 EA	SkyWays Framed Sails 6 Columns + 4 HDPE Tops / 17.5' - 32.5' Entry - Approx. 1,300 Sq.Ft / Rapid Release Included / Max 105 MPH - 5 PSF	104,817.00	104,817.00

Product Subtotal: \$105,837.00

Discount per the School District of Manatee Co. #21-0053-MR 3.00% (\$3,175.11)

Discounted Product Total: \$102,661.89

Signed & Sealed Engineering: \$2,700.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge: \$9,450.00

LSI SkyWays Total: \$114,811.89

Vendor: RSI Installer

591480

Item	Qty	Description	Unit Price	Ext Price
INS-POR	1 EA	Equipment Installation - Poligon Shade IMAM 45x45. Includes running pull string for future electrical.	50,610.00	50,610.00
INS-CON FT	2 EA	Install concrete footings 9.5'x9.5'x1.5'	5,355.00	10,710.00
INS-CON FT	2 EA	Install concrete footings 6'x6'x1.5'	2,160.00	4,320.00
OTHER	1 EA	Sawcutting for (4) footings	1,600.00	1,600.00
OTHER	1 EA	Concrete Pump Fee and Crane/Lull Rental	3,350.00	3,350.00
TRASH REMOVAL	1 LT	Trash removal from jobsite	2,000.00	2,000.00

RSI Installer Total: \$72,590.00

Vendor: RSI Installer

591481

Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Charge for document preparation for building permit.	900.00	900.00
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.	5,573.00	5,573.00

RSI Installer Total: \$6,473.00

General Terms of Sale and Proposal Summary

Net 30	Product:	\$105,361.89
	Installation:	\$79,063.00
	Freight:	\$9,450.00
	Proposal Total:	\$193,874.89

Notes

Poligon pricing is per the School District of Manatee County Contract #21-0053-MR. Installation is limited to 85% of product price, before freight. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal

Our proposal is based upon Polygon quote #3714-R1

(This schedule starts when all needed information to direct engineering has been gathered.)

6 Weeks: Engineering

4 Weeks+/- Permitting, finishes, etc..

14 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

1 Week Installation of equipment

26 Weeks TOTAL WEEKS

Note that RSI is committed to do all it can to meet the needs of your project.

To be provided by the customer, as applicable:

- Site Plan or Survey
- Soils testing
- Tree Survey
- Accessibility

Scope of Proposal

Please note the vendor requirements itemized below.

SkyWays:

Please provide Building Department permit application requirements including Risk Category.

The following certificates are available:

Miami-Dade County Certificate of Competency No. 16-1025.01

PCI (Powder Coating Institute) 4000 Certified

The mounting option must be specified prior to the engineering being ordered.

Four sets of signed and sealed drawings and calc books for building permitting will be provided. If additional sets of drawings and calc books are required, additional fees will apply.

Electrical Cutout: Selections to be made at time of electrical cut out submittal approval

Color Selection:

To be made at time of color submittal approval

Non-Standard colors and finishes are available at an additional charge</mfg=SKY>

Factory Fabrication will begin AFTER our receipt of a copy of the Building Permit or a signed letter of release for fabrication by the end owner or their agent.</mfg=SKY>

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey.
- Access for machines and labor crew to equipment installation location.
- Staging area.
- Geotechnical Report.
- Tree survey and barriers.
- Private underground utilities located and marked.

Our scope does not include:

- Sod & Landscape Restoration.
- Dumpster at the site for trash and waste material.
- Soils testing.
- Site security.
- Water.
- Dewatering and drainage considerations.
- Concrete testing.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of the City of Kissimmee noted and has the requisite authority to bind the City of Kissimmee and/or principal.

Proposal No: 14907.08

Project Name: Lakefront Park Kissimmee Stage Shade

Proposal Date: 10/25/2023

Page 3 of 3

Accepted By:

City of Kissimmee

Company Name

As Its:

Authorized By

(Title)

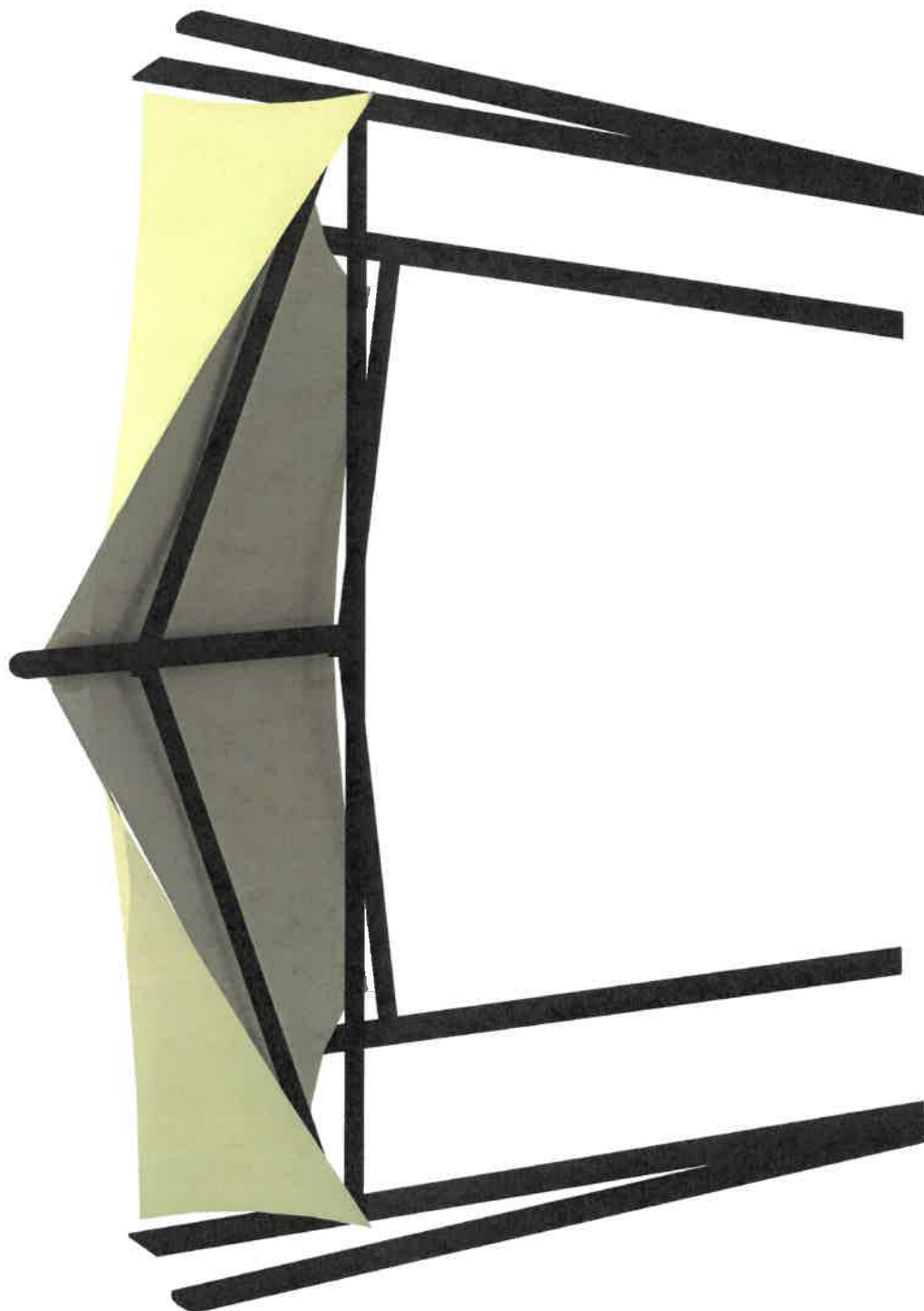
STEVE. L. LACKEY

Printed Name

10/30/23

Date

Park & Recreation Director



ITEM 7.C

Transfer of funds for the completion of the Rescue Remount project

Request

Approval to transfer \$16,021 from the Fire Department Vehicle Maintenance account to project ST2304 to complete the Rescue Remount Project.

Explanation

The final invoice for the Rescue Rechassis, Project ST2304, is over budget by \$16,021. In order to get the project started, the project was begun FY 2023 with funding that was budgeted, with a second phase to be billed in FY 2024. The second phase of the project was billed separately as a "Special Project" which includes:

- Travel allowance for final inspection
- Pickup the remount (Kissimmee to Madison, AL)
- Deliver the remount (Madison, AL to Kissimmee)
- Safety Vision rear camera system
- Exterior compartments finished in gray texturized paint
- Paint module interior complete
- Install new countertops at action area
- Install a new Vanner 1100 Watt Inverter

As a result, the Fire Department is requesting to move \$16,021 from the Vehicle Maintenance account to pay for the items listed above and complete the project. This increase is the result of inflationary price increases since the initial funds were budgeted.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00135203 504649	ST2304	Decrease		\$16,021.00
10435206 506495		Increase		\$16,021.00

Financial Summary:

Funding is available in the Vehicle Maintenance account and will be transferred to the Capital budget, project ST2304.

Recommendation

Approval to transfer \$16,021 from the Vehicle Maintenance account (00135203 504649) to Project ST2304 to pay for the remaining items to be completed on the Rescue Rechassis project.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Fire

Presenter:

Attachment(s):

1. ST2304 - Invoice for balance

reg 10/23
D

EXCELLANCE, INC.

453 LANIER ROAD
MADISON, AL 35758
(256) 772-9321

INVOICE NUMBER: SPRMKIS
INVOICE DATE: 9/27/2023
ORDER NUMBER:
ORDER DATE:
CUSTOMER NO.: 0000472

SOLD TO:

Kissimmee Fire Department
Attn: Joe Leone
101 Church Street
Suite 200
KISSIMMEE, FL 34741

SHIP TO:

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
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Attn: Chief Joseph Leone

**** PRE-PAYMENT ****

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/SP	EA	1.000	0.000	0.000	16,650.67	16,650.67

SPECIAL PROJECT

Kissimmee Remount Unit scope of work.

NET INVOICE:	0.00
LESS DISCOUNT:	0.00
FREIGHT:	
SALES TAX:	0.00
INVOICE TOTAL	16,650.67

EXCELLANCE, INC
453 Lanier Road, Madison, AL 35758
Tel: 800-882-9799 Fax: 256-772-8792

SPECIAL PROJECT

SP # _____

Date: 09/27/23

Customer Name: Kissimmee Fire Dept

Telephone: _____

Tech. Contact: Chief Joseph Leone

Original Excellence Unit #: TBD

Person Issuing SP: Jeff Plain

Complete Description of work to be done:

Travel allowance for final inspection

Pickup the remount (Kissimmee to Madison)

Deliver the remount (Madison to Kissimmee)

Safety Vision rear camera system

Exterior compartments finished in gray texturized paint

Paint module interior complete

Install new countertops at action area

Install a new Vanner 1100 Watt Inverter

Customer Approval: _____

Freight Charges to be added at time of shipment: \$ _____
Total: \$16,650.67

BILL TO:

Kissimmee Fire Dept

NAME: _____

101 Chruch Street, Suite 200

STREET: _____

Kissimmee, FL 34741

CITY, STATE, ZIP: _____

Customer PO #: _____

SHIPPING INFO:

N/A

NAME: _____

0

STREET: _____

0

CITY, STATE, ZIP: _____

Ship/Install: (X - indicates method)

0 UPS Ground

0 UPS Next Day Air

0 Install on Unit

0 Unit Currently in Production

ITEM 7.D

FOF Osceola Commerce Center Final Plat

Request

Approval of the FOF Osceola Commerce Center final plat (DRC# SR-23-0009). This final plat merges multiple underlying parcels into a single lot, facilitating further development.

Explanation

The property owner, FOF Osceola Commerce Center Owner, LLC, has applied for this final plat approval without a guarantee. The property is situated on the west side of S. Hoagland Boulevard and to the north of Old Tampa Highway. The final plat consolidates multiple underlying parcels into a single lot, intended for development. Notably, parts of this project span both the City of Kissimmee and Osceola County jurisdictions, leading to a collaborative review and approval process. This project is classified as a Minor Subdivision, as per the definitions outlined in Land Development Code §14-2, and is consequently following the appropriate minor plat procedure.

Recommendation

Authorize the approval of the FOF Osceola Commerce Center final plat.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) SR-23-0009 FOF Osceola Commerce Center - Final Plat_11.29.2023
2. Vicinity Map

FOF OSCEOLA COMMERCE CENTER

A TRACT OF LAND SITUATED IN SECTIONS 30 & 31, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
SITUATED IN THE CITY OF KISSIMMEE & OSCEOLA COUNTY, FLORIDA

DESCRIPTION:

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER (SW-1/4) OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST AND THE NORTH ONE-HALF (N-1/2) OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 BEING THE NORTH QUARTER CORNER OF SAID SECTION 31 THENCE S89°45'53"E ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 129.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST TO WHICH CENTER POINT BEARS N69°48'08"E HAVING A RADIUS OF 2,143.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°51'29", AN ARC LENGTH OF 1,079.36 FEET; THENCE S78°59'55"W A DISTANCE OF 544.01 FEET; TO THE INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST TO WHICH CENTER POINT BEARS N65°33'57"E HAVING A RADIUS OF 7475.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°53'50", AN ARC DISTANCE OF 1030.28 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET; THENCE NORTH ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°42'31" AN ARC DISTANCE OF 144.35 FEET TO THE POINT OF TANGENCY; THENCE N66°10'17"E A DISTANCE OF 112.40 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE-1/4) OF SAID SECTION 30; THENCE S00°13'24"W ALONG SAID WEST LINE A DISTANCE OF 146.55 FEET TO SAID POINT OF BEGINNING.

AND

TOGETHER WITH A PORTION OF PARCEL 121 AS PER OR 5071, PG 860-863 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER (SE-1/4) OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 THENCE S89°45'53"E ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 129.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST TO WHICH CENTER POINT BEARS N69°48'08"E HAVING A RADIUS OF 2,143.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°01'22" AN ARC LENGTH OF 187.87 FEET; THENCE S66°10'17"W A DISTANCE OF 78.83 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SE-1/4 OF SECTION 30; THENCE S00°13'24"W ALONG SAID WEST LINE A DISTANCE OF 146.55 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES TO PLAT

- ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 31 AS BEARING S89°45'53"E ASSUMED.
- IN ACCORDANCE WITH CHAPTER 177.091, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, THE 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 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.
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR).
- THE 40 FOOT DRAINAGE EASEMENT IS FOR STORMWATER DRAINAGE AND IS RESERVED FOR OSCEOLA COUNTY AND WILL BE OWNED AND MAINTAINED BY THE OWNER.
- ALL DEVELOPMENT SHALL BE IN ACCORD WITH AND SUBJECT TO THE OSCEOLA COUNTY LAND DEVELOPMENT CODE, AS AMENDED FROM TIME TO TIME AND ALL FEDERAL, STATE, COUNTY AND CITY RULES, REGULATIONS, ORDINANCES AND APPROVALS.
- LOT 1 IS A PRIVATE TRACT TO BE OWNED AND MAINTAINED BY FOF OSCEOLA COMMERCE CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IT'S SUCCESSORS AND/OR ASSIGNS.
- THE 30 FOOT ACCESS EASEMENT WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER AND IS GRANTED TO OSCEOLA COUNTY TO HAVE A RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR THE RETENTION AREA IMMEDIATELY WEST OF THE SUBJECT PROPERTY.
- THE 10' FRONT AND 5' SIDE AND REAR UTILITY EASEMENTS ARE FOR THE BENEFIT OF AND ARE BEING DEDICATED TO OSCEOLA COUNTY. SAID EASEMENTS WILL BE DEDICATED TO THE TOHOPEKALIGA WATER AUTHORITY BY SEPERATE INSTRUMENT.
- PROPERTY CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9), FLORIDA STATUTES.
- ALL LANDSCAPING ELEMENTS WITHIN THIS DEVELOPMENT INCLUDING TREES AND IRRIGATION IN PUBLIC RIGHT OF WAYS AS REQUIRED BY OSCEOLA COUNTY LAND DEVELOPMENT CODE SHALL BE MAINTAINED BY OSCEOLA COMMERCE CENTER OWNER, LLC.
- ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY THE HOA AND/OR THE UTILITY PROVIDER WHICH EVER APPLY.
- OSCEOLA COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ACCESS, MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSED TO BE CARED FOR, STORMWATER MANAGEMENT AREAS AND THE DRAINAGE EASEMENTS, INCLUDING THE DRAINAGE SYSTEMS CONSTRUCTED THEREON.
- THE MORTGAGE JOINDER AND CONSENT TO DEDICATION WILL BE RECORDED UNDER SEPERATE INSTRUMENT IN THE OFFICIAL RECORDS OF OSCEOLA COUNTY AND RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE SAID PUBLIC RECORDS.

SURVEYOR'S NOTES TO THE TITLE REPORT:

-- SURVEYOR HAS REVIEWED THE FOLLOWING ITEMS LISTED IN THE FIDELITY NATIONAL TITLE INSURANCE COMPANY PROPERTY INFORMATION REPORT NO. 11339535, EFFECTIVE DATE SEPTEMBER 12, 2023 FOR EASEMENTS AND RIGHTS-OF-WAY AND FINDS THE FOLLOWING:

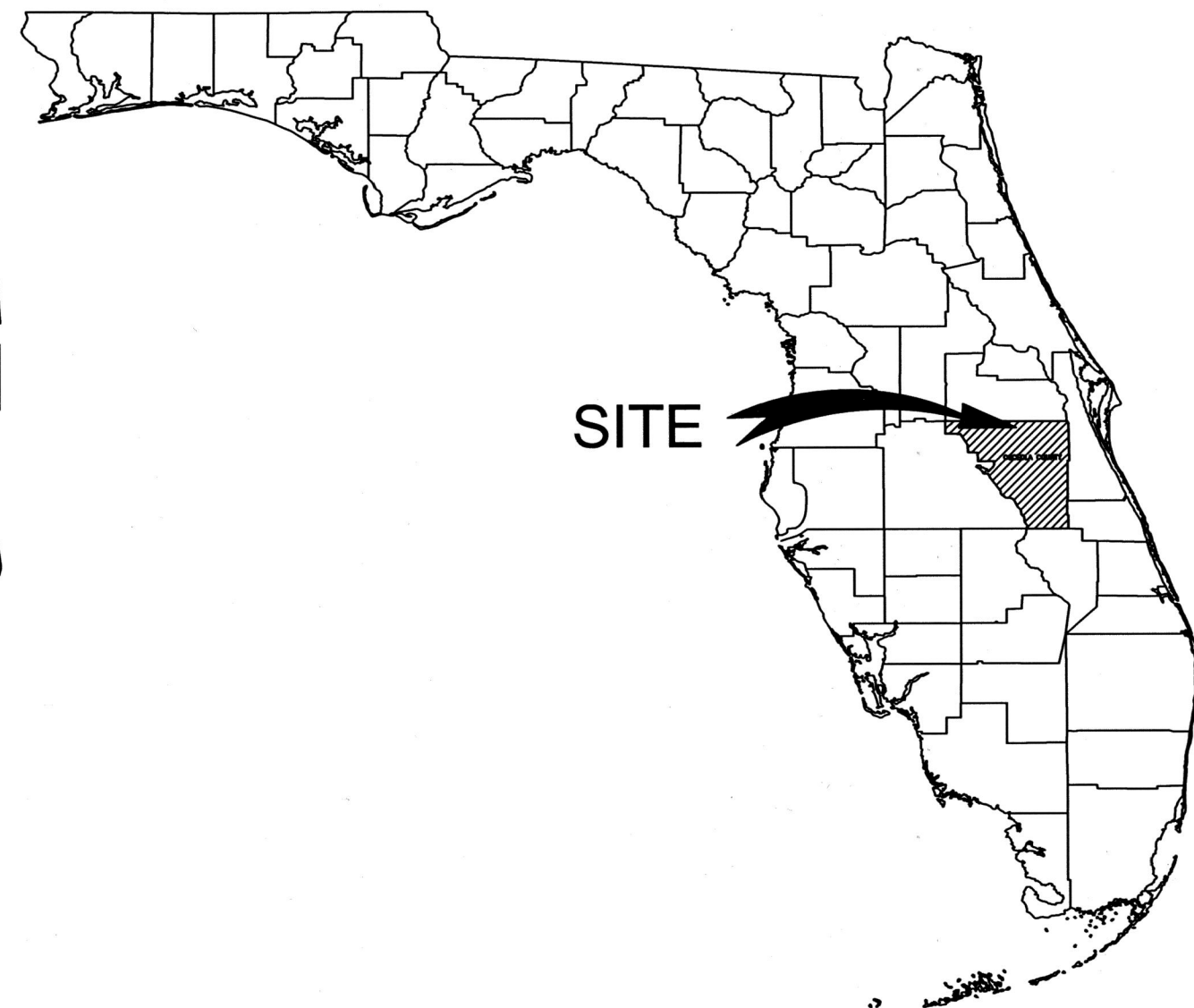
EXCEPTION	INITIAL MAIN DOCUMENT	COMMENTS
1.	OR 4570, PAGE 2551	EASEMENT BEING VACATED BY THIS PLAT
2.	OR 4570, PAGE 2582	AGREEMENT - NOTHING TO BE MAPPED
3.	OR 6235, PAGE 2646	DOES NOT AFFECT PROPERTY
4.	OR 6235, PAGE 2654	EASEMENT BEING VACATED BY THIS PLAT
5.	OR 6253, PAGE 2079	AGREEMENT - NOTHING TO BE MAPPED
6.	OR 6253, PAGE 2090	ACCESS EASEMENT RELOCATED BY OR 6318, PG 0265
7.	OR 6318, PAGE 0265	EASEMENT AS SHOWN ON SURVEY
8.	OR 6316, PAGE 2472	AGREEMENT - NOTHING TO BE MAPPED
9.	OR 6345, PAGE 0439	AGREEMENT - NOTHING TO BE MAPPED
10.	OR 6324, PAGE 0806	NOTHING TO BE MAPPED
11.	OR 6363, PAGE 1611	NOTHING TO BE MAPPED
12.	OR 6427, PAGE 0025	NOTHING TO BE MAPPED
13.	OR 6431, PAGE 0181	AGREEMENT - NOTHING TO BE MAPPED
	OR 6431, PAGE 0197	AGREEMENT - NOTHING TO BE MAPPED
	OR 6466 PAGE 0200	AGREEMENT - NOTHING TO BE MAPPED

VICINITY MAP - NOT TO SCALE



SURVEYOR'S NOTES TO EASEMENTS:

KNOW ALL MEN BY THESE PRESENTS, THAT OSCEOLA COUNTY IS THE BENEFICIAL GRANTEE UNDER THAT CERTAIN ACCESS EASEMENT RECORDED AT OFFICIAL RECORDS BOOK 4570, PAGE 2551 AND THAT CERTAIN STORMWATER DRAINAGE AND MAINTENANCE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 6235, PAGE 2654 (TOGETHER THE "EASEMENTS"), BOTH IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. THE FOREGOING EASEMENTS ARE BEING RELOCATED, AUGMENTED AND REPLACED BY THAT CERTAIN 30' INGRESS/EGRESS EASEMENT SHOWN HEREON, WHICH 30' INGRESS/EGRESS EASEMENT MAY BE USED BY THE COUNTY FOR ACCESS TO AND FROM THE STORMWATER POND LOCATED WEST OF THE PLATTED PROPERTY. THEREFORE, BY THE APPROVAL, EXECUTION AND RECORDING OF THIS PLAT, THE EASEMENTS ARE HEREBY TERMINATED, VACATED AND RELEASED FROM ANY AND EVERY PUBLIC RIGHT, USE, TITLE AND INTEREST.



RESTRICTIVE COVENANTS NOTE:

Restrictive Covenant and Easement Agreement by UMAM, LLC, a Georgia limited liability company and FOF Osceola Commerce Center Owner, LLC, a Delaware limited liability company, recorded July 19, 2022 in Official Records Book 6253, Page 2079, Public Records of Osceola County, Florida.

Declaration of Covenants and Restrictions by FOF Osceola Commerce Center Owner, LLC, a Delaware limited liability company, recorded December 2, 2022 in Official Records Book 6324, Page 806, Public Records of Osceola County, Florida.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____ The City of Kissimmee City Commission approved the foregoing plat.

Attest: _____ MAYOR

CITY CLERK

PLAT BOOK: _____ PAGE: _____

FOF OSCEOLA COMMERCE CENTER DEDICATION

KNOW ALL BY THESE PRESENTS, That FOF OSCEOLA COMMERCE CENTER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY 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 THERIN EXPRESSED AND DEDICATES THE EASEMENTS SHOWN HEREON TO OSCEOLA COUNTY, FLORIDA IN WITNESS THEREOF the undersigned has caused these to be signed and sealed by the person(s) named below on

Date: 11/15/23
FOF OSCEOLA COMMERCE CENTER OWNER, LLC, a DELAWARE LIMITED LIABILITY COMPANY

By: [Signature] Signed
Printed Name: JONATHAN BALCHOP Title: Vice President

Signed and sealed in the presence of:

Witness: [Signature] Witness: [Signature]
Signature: Austin Taylor Signature: Finn Baynton
Printed Name: _____ Printed Name: _____

STATE OF Florida COUNTY OF Palm Beach
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 15th DAY OF November, 2023, BY: JONATHAN BALCHOP
SUCH PERSON ☒ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.
[Signature] Lori Fischer
Notary Public - State of Florida
Signature of Person Taking Acknowledgment, 2024
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed land surveyor registered in the State Of Florida, does hereby certify THAT ON 08/24/2023, he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Osceola County requirements and regulations, the survey was prepared under the undersigned responsible direction and supervision and that the survey data complies with all requirements of Chapter 177, F.S.; and that said land is located in Section 30 & 31, Township 25 South, Range 29 East, Osceola County, Florida.

Date: 11/14/2023 Signed: [Signature]
Registration Number LS 3880 ROBERT A. ELLIS, PLS LS #3880
ELLIS SURVEYS LLC LB #7970
P.O. BOX 160952
ALTAMONTE SPRINGS, FL 32716

CERTIFICATE OF APPROVAL BY SURVEYOR REPRESENTING OSCEOLA COUNTY

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature: [Signature] Dated: 11/15/23
Print Name: Robert A. Ellis Registration No. 5780
Florida Professional Surveyor and Mapper
representing Osceola County, Florida

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: _____ COUNTY ENGINEER Date: _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the Board of County Commissioners of Osceola County, Florida.

Chairman of the Board _____ Attest: Clerk of the Board _____

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 the Osceola County Land Development Codes, and was filed for record on _____ at _____

file No. _____ Clerk of the Circuit Court in and for Osceola County, Florida.
BY: _____ D.C.

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 11/20/23, the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida State Statutes, Chapter 177.

Signature: [Signature] Dated: 11/20/23
Print Name: Richard D. Brown Registration No. 5700



SHEET INDEX

SHEET 1 OF 2 - Legal Description, Dedications Surveyor's Notes
SHEET 2 - Boundary Information & Easements

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.

SHEET 2 OF 2 | PLAT BOOK: _____ PAGE: _____

[illegible]

■ = SET 4"x4" CONCRETE MONUMENT
 STAMPED PRM LB9790
 O = FOUND 5/8" IRON (FIR)
 D = CENTRAL ANGLE
 C = CHORD LENGTH
 CB = CHORD BEARING
 PRM = PERMANENT REFERENCE MONUMENT
 R = RADIUS
 L = LICENSED BUSINESS
 R/W = RIGHT-OF-WAY
 FND = FOUND
 ID = IDENTIFICATION
 A = ARC LENGTH
 C/ = CURVE NUMBER
 L# = LINE NUMBER
 OR = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 PG = PAGE
 PGB = POINT OF BEGINNING
 SQ = SQUARE
 NR = NON-RADIAL LINE
 (WA) = TOHOPEKALWA WATER AUTHORITY

SHEET 1 OF 2 - Legal Description, Dedications Surveyor's Notes
SHEET 2 OF 2 - Boundary Information & Easements

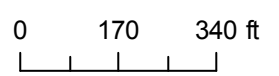
Page 72 of 138



Osceola County Property Appraiser, Osceola County, Florida

FOF Osceola Commerce Center - Final Plat
(DRC# SR-23-0009)

Date Generated: 11/1/2023



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
Page 73 of 138

ITEM 7.E

Community Development Block Grant FY2023 Funding and Subrecipient Agreements

Request

Acceptance of the Community Development Block Grant (CDBG) FY2023 allocation from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$841,265, approval for the Mayor to execute contract #20240116 (Funding Agreement) and authorize staff to draft subrecipient agreements with the recommended public service agencies.

Explanation

On July 18, 2023, the City Commission approved the FY2023 Annual Action Plan which listed the CDBG allocations for the activities to be covered with this year's funding in the amount of \$841,265. According to the federal regulations, 15% of the allocation (\$126,189.75) has been set aside for public services.

Staff requested applications from potential partners proposing public service programs and activities for areas identified in the FY2023 Annual Plan with high priorities based on the needs assessment survey completed during the preparation of the Plan. The following applications were reviewed and approved by the CDBG Review Committee:

Organization	Program	Description	Amt. Recommended	Proposed Outcomes
Parks & Recreation Dept (City of Kissimmee)	Dream Builders Summer Camp	To cover the cost for 55 "homeless" children to attend the City's Summer Camp Program.	\$35,700	With new access to summer camp programs for 55 homeless children
Hope Partnership, Inc	Homeless Outreach and Diversion	Salary costs (1 FTE outreach Advocate .50 Community Support Specialist. 1 FTE Outreach Advocate, 4 FTE Community Support Specialists, 1 FTE Outreach/Diversion Manager, 0.3 FTE Director, 0.125 COO	\$30,000	With new access to homeless outreach services and case management, 25 low-income, homeless individuals will be accessed for Permanent Supportive Housing.
The Opportunity Center	Adult Day Training (ADT)	To pay for transportation costs of the participants that are city residents.	\$10,000	At least 4,500 trips will be provided to and from the Adult day training

				program, community outings, and/or volunteer experiences for 10 unduplicated City of Kissimmee residents.
Love Makes Me Grow	Love Makes Me Grow 9 Step Program	To pay for tools and supplies for the gardening classes. In addition, the proposal requested monies for salaries.	\$5,000	Host the 9 Step Program twice for the year for a total of 100 city residents.
Council on Aging	Pathways/Eviction Prevention	To assist with rental assistance (eviction and security deposit) to avoid homelessness.	\$30,000	With new access to financial assistance for 10 households living in the City.
Salvation Army	Osceola Emergency Service Center	To provide funds for hygiene services.	\$5,000	TBD*
City of Kissimmee	Housing Financial Assistance	To provide assistance with rent, mortgage, and security deposits	\$10,489.75	With new access to financial assistance for 4 households living in the City.
TOTAL			\$126,189.75	

* The funds were allocated to purchase a washer and dryer to assist the homeless population with their hygiene needs. Due to the fire that occurred at their location, the agency has requested that we hold off at least six (6) months until they identify a temporary location before we assign the funds.

The financial details were included in the budget submittal for FY2024.

Recommendation

Acceptance of the CDBG FY2023 allocation from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$841,265, approval for the Mayor to execute the funding agreement and authorize staff to draft subrecipient agreements with the public service agencies based on the recommendations of the CDBG Review Committee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) - City of Kissimmee FY2023 Funding Approval and Agreement

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Kissimmee	3a. Grantee's 9-digit Tax ID Number 596000348	3b. Grantee's 9-digit DUNS Number DPHBBJP7RHY3 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 101 N Church Street Kissimmee, FL 34741-5034	4. Date use of funds may begin 10/01/2023	
	5a. Project/Grant No. 1 B-23-MC-12-0051	6a. Amount Approved \$841,265.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Larry T. Hayes, MBA		Grantee Name (Contractual Organization) City of Kissimmee	
Title CPD Director		Title	
Signature X	Date (mm/dd/yyyy) 11/9/2023	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year 10/01/2023	

11. Amount of Community Development Block Grant		FY 2023	
a. Funds Reserved for this Grantee			
b. Funds now being Approved	\$841,265.00		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
--	---

Loan Guarantee Acceptance Provisions for Designated Agencies:

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency	
Title	
Signature X	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	1 5 3											
	1 7 6											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2030. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2030.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ITEM 7.F

Amendment to the Franchise Agreement with Waste Management of Orlando Inc.

Request

Approval and execution of contract #20240120, a Franchise Agreement extension between the City of Kissimmee, Florida and Waste Management of Orlando, Inc.

Explanation

As the Commission is aware, the City's plans to pursue provision of commercial solid waste collection services are not feasible at this time due to the inflationary cost increases and long lead times to purchase the equipment necessary to take over these services from our franchisee. The City has been under contract with Waste Management of Orlando, Inc. to provide commercial solid waste services as the City's franchisee since September 8, 1994. The current contract has been amended over the years due to extensions of terms and rate increases.

This extension is needed to provide continuous commercial solid waste services for the contract period of five (5) years starting January 1, 2024, to December 31, 2029. This term may be extended for an additional two (2) consecutive one (1) year periods.

The new charges and rates, as noted in Exhibit A of the agreement, shall go into effect on January 01, 2024. Staff analyzed the new rates and found them to be consistent with the rates charged by nearby cities with direct or franchised commercial solid waste services.

Recommendation

Approval of the Amendment to the Franchise Agreement extension between the City of Kissimmee and Waste Management of Orlando, Inc. for commercial solid waste services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) WM Agreement

**EIGHTH AMENDED and RESTATED
FRANCHISE AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND WASTE
MANAGEMENT OF ORLANDO, INC.,
DATED SEPTEMBER 6, 1994**

THIS AMENDMENT to the Franchise Agreement dated September 6, 1994, (the "Agreement" is made and entered into this _____ day of _____, 2023, by and between the **City of Kissimmee**, (the "City") and **Waste Management Inc of Florida**, successor to Waste Management of Orlando, Inc., ("Franchisee").

RECITALS

WHEREAS, the City and Franchisee have entered Into the Agreement to provide the collection of garbage, refuse, trash, and other solid waste materials from commercial establishments within the City; and

WHEREAS, Waste Management of Orlando, Inc., was merged Into Waste Management Inc., of Florida on December 29, 1998, and is the successor thereto: and

WHEREAS, the Parties entered into a Fifth Amendment to the Agreement on May 5th 2015 to extend the term from January 1, 2016 until December 31, 2022, with the ability to extend for successive terms by mutual written consent; and

WHEREAS, the Parties entered into a Sixth Amendment to the Agreement on May 16th 2016, to increase the rates; and

WHEREAS, the Parties entered into a Seventh Amendment to the Agreement on June 7, 2022 to extend the term from January 1, 2023 to December 31, 2023 and to modify the Charges and rates; and

WHEREAS, the City has determined that it is in its best interests of the public to extend and modify the terms of the Agreement and Franchisee

desires to extend the term, implement a rate increase, and continue to perform services for the City; and

WHEREAS, the purpose of this Eight Amended and Restated Franchise Agreement is to set out the terms, conditions and responsibilities of the Parties in one document.

NOW THEREFORE, in consideration of this mutual covenant, promises and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The foregoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full. For purposes of changes to the text of the Agreement as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.

SECTION 1. FRANCHISE. That there is hereby granted to Franchisee its successors and assigns, the exclusive right, privilege or franchise to collect garbage, refuse, trash and other solid waste materials from commercial establishments within the city of Kissimmee, Osceola County, Florida during the term and subject to the following limitations and conditions of this agreement.

SECTION 2. DEFINITIONS. The following terms when used in this agreement shall be defined as follows:

- a. "City" shall mean the City of Kissimmee, Osceola County, Florida, a municipal corporation.
- b. "Franchisee" shall mean the individual, partnership, or corporation who or which agrees, as hereinafter provided, to perform the work or service, or to furnish materials or equipment, or both as set forth in this franchise.
- c. "Commercial Solid Waste" shall mean garbage, rubbish, trash, etc., resulting from the normal activities of establishments utilizing containers for one (1) cubic yard capacity or more.
- d. "Garbage" Shall mean every waste accumulation and animal and vegetable matter which attends the preparation, use, cooking, processing, handling or storage of meats, fish, fowl, fruits, vegetables, or other matter which is subject o decomposition, decay, putrefaction and the generation of offensive and noxious gases or odors, or which during or after decay may serve as breeding or feeding material for flies, insects, or animals.
- e. "Commercial Rubbish and Trash" shall mean such combustibles as paper, wood yard trimmings, etc., and non-combustibles such as metal, glass, stone, dirt, etc.
- f. "Commercial Establishment" shall mean any public or private place, building, construction site, and/or enterprise devoted in whole or in part to a business enterprise whether profit or non-profit making in nature. Except where such place, building, and/or enterprise constitutes a single-family residence or multiple dwelling. Those multiple dwellings now being serviced by commercial containers, or which could be serviced in the future shall be considered as "Commercial Establishments".
- g. "Special Material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. Waste not to be collected are major appliances, furniture, building materials, tree limbs, non-containerized trash piles or any abnormal amount of refuse not suitable for containerization. Such wastes will be picked up by calling office of Franchisee and arranging for special service to be billed on basis of labor, truck costs and dumping charges.
- h. "Hazardous Materials" shall mean wastes that are hazardous by reason of their

pathological, explosive, radiological, or toxic characteristics.

- i. "Commercial container" shall mean any portable nonabsorbent, enclosed container with a close-fitting cover, or doors, approved by the Health Department and the City, which is used to store large volumes of refuse. Must be capable of being serviced by mechanical equipment.
- j. "Roll-off Container" shall mean an open container capable of accepting bulk construction or other debris. Must be capable of being serviced by mechanical equipment.
- k. "Recyclable Materials" shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste. This material may include single stream recyclables comprised of news paper, office paper, corrugated cardboard, other paper, aluminum containers, steel containers, class containers, plastic containers, and other materials that may be agreed to by the City and the Franchisee.
- l. "Recycling" shall mean any process by which materials that would otherwise have been solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- m. "Commercial Recycling Collection Services" shall mean the collection of Recyclable Materials from commercial establishments.

SECTION 3. EXCLUSIVE RIGHT. So long as Franchisee shall perform the services set forth herein no other private refuse collector shall be permitted by the City to provide commercial solid waste collection services within the service area established by City, except for licensed recyclable collectors upon the prior written consent of the Franchisee. The Franchisee agrees to defend the City in the protection of the right of the Franchisee to maintain exclusivity of the Franchise against other private refuse collectors' encroachment within the service area.

SECTION 4. TERM is hereby amended to read as follows:

- a. The term of this franchise extension shall be for ~~one (1) year from January 1, 2023~~ five (5) years from January 1, 2024; however, the City reserves the right after a public hearing to terminate the same prior thereto if the Franchisee defaults in any of the terms and conditions specified.
- b. The term of this franchise shall extend until ~~December 31, 2023, 2029~~, or such other date as the parties may agree in writing. The term of this franchise may be extended for two (2) successive one (1) year terms if the City and Franchisee consent in writing not less than ninety (90) days prior to the expiration of the initial term or any renewal terms.
- c. ~~Notwithstanding the above, the City may terminate this franchise for~~

~~convenience if within the first contract year the City determines that the functions performed by the Franchisee hereunder will be performed by City employees instead of a private contractor and the City Commission approves same by passing the appropriate legislation to implement same. In such case, the franchise shall terminate one hundred eighty (180) days after the passage of such legislation, or on September 30, 2000, whichever comes later and upon the receipt of written notice of termination from the City Commission. The Franchisee shall be entitled to all compensation due it for services performed during the period after notice, until the effective termination date.~~

SECTION 5. MINIMUM SERVICE. The Franchisee shall make at least ~~two~~ one (21) weekly collections at all places of business or multifamily dwellings where garbage is being deposited in containers. In the case of service for businesses not depositing garbage in the containers, the minimum shall be one (1) weekly collection.

SECTION 6. HOURS. Collections shall be made during hours as set forth in a schedule approved by the City. All collections shall be made as quietly as possible. The Franchisee shall modify the collection schedule upon request of the City where the hour of collection is causing complaints.

SECTION 7. LITTER. The Franchisee shall not litter premises in the process of making collections, but he shall not be required to collect material that has not been placed in approved containers or in a manner herein approved. It shall be the responsibility of the Franchisee to make sure that the size of container and frequency of collection is adequate for the amount of waste material deposited in the container. Franchisee shall provide notification to the City of customer container and frequency changes.

SECTION 8. APPROVED CONTAINERS. Amounts and types of solid waste placed in containers for collection shall be stored only in standard manufactured—type mechanically serviced containers, compatible with the Franchisee's servicing equipment and subject to government regulation. The City retains the right to disapprove the containers furnished by the Franchisee if those containers are unsightly or unsafe in the opinion of the City Manager or his designee. Containers shall be maintained in good repair, appearance, and kept in a sanitary condition at all times.

SECTION 9. SPECIAL AND HAZARDOUS MATERIALS. The Franchisee may provide haul service for materials not routinely generated in business or commercial areas. Said materials shall be sorted and placed in a manner approved by the City and the Franchisee. No hazardous wastes will be collected by the Franchisee unless specifically requested by the generator, approved by the City and agreed to by the Franchisee. Included as Hazardous Waste are those materials included in Exhibit "A" which may be subject to special charges. It is not the intent of this agreement to include hazardous wastes. Hazardous wastes may be collected by any properly licensed Contractor.

SECTION 10. COLLECTION EQUIPMENT.

- a. The Franchisee shall provide an adequate number of vehicles approved by the

City for regular collection services. They shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Franchisee.

- b. Franchisee shall certify to the City within 60 days after the commencement of each franchise year the nature and quantity of vehicles and equipment on hand and available for regular collection services and back-up in the event of any breakdowns.

SECTION 11. OFFICE. The Franchisee shall establish and maintain a local office or such other facilities through which it can be contacted, where service may be applied for, and complaints can be made. It shall be equipped with sufficient telephones with local telephone numbers and shall have one (1) responsible person in charge during collection hours and shall be open during collection hours.

SECTION 12. HAULING. All solid waste hauled by the Franchisee shall be so contained, or enclosed that leaking, spilling, or blowing are prevented. In the event of any spillage, the Franchisee shall immediately clean up the litter.

SECTION 13. TITLE TO WASTE. Title to all waste shall be vested in the Franchisee upon being placed for collection in containers as defined herein.

SECTION 14. DISPOSAL. All solid waste for disposal shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The City reserves the right to approve or disapprove disposal sites, taking into account costs, routes within the City and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

SECTION 15. CHARGES AND RATES. -- The new Charges and Rates charged by the Franchisee, which shall go into effect on January 1, ~~2023~~, 2024, are attached hereto as **Exhibit A**, and made a binding part hereof.

A. Commercial.

1. For solid waste contained in the approved commercial container provided by the Franchisee at approved locations: See Table I.
2. Payment to the Franchisee shall be as outlined in Table 1, less the Franchisee and Administration/ Billing Fees.
3. For Items requiring special handling due to size, weight, type of material, or method of placement, the charges are to be negotiated between the Franchisee and customer prior to collection.

- B. Roll off- The charges and rates charged by the Franchisee for roll-off containers are subject to the Franchisee fee. The rates for roll-off containers are defined in Table II I.

~~1. The leasing or sales of compactors are not intended to be regulated by this Franchise Agreement. The leasing or sales of Compactors are not subject to Franchise Fees. Collection and disposal of commercial solid waste from compactors shall be done exclusively by the Franchisee and Franchisee shall charge the rates in Table II.~~

- C. Franchisee fees shall not apply to the sale or lease of compactors made as part of Franchisees' solid waste agreements with customers.
- D. The Franchisee shall furnish commercial containers for various City owned and operated facilities at various locations as required by the City at no cost to the City.
- E. Container Delivery/Swap-Out Service: \$95 one-time charge.
Applies when a commercial client requests delivery of a front-load container. The delivery could be the result of a new business setting up service, an existing business adding a container, or an existing business requesting a container exchange (swap) that is not due to normal wear and tear.
~~2.~~
- F. Lock Bar Service: ~~\$45~~ \$25 monthly recurring.
Applies when a commercial client requests the installation of a lock bar to their container to help prevent illegal dumping. The monthly maintenance charge includes the installation and upkeep of the equipment. Existing lock bars currently installed would be exempt from this service charge.
- G. Overage Service (Snapshot): ~~\$100~~/\$125 per occurrence
Overage service is required when a client's commercial container is overloaded with at least one yard of excess materials at the time of service. ~~An overage charge of \$100 will apply to 2yd/4yd containers and a service charge of \$125 will apply to 6yd/8yd containers per incident.~~

Waste Management will provide City Staff with a weekly report of occurrences that will include photographs of the overloaded containers for each property. Franchisee or City Staff will contact clients to inform them of the overage and recommend an increase in service levels. Clients will be provided with one "warning" notification prior to implementation of the overage charges. City staff will monitor photographs and charges.

SECTION 16. LOCATION. All solid waste shall be placed in approved containers at locations that are readily accessible to the Franchisee's personnel. Containers shall be located on private property where possible. The use of City property for the siting of containers may be approved by the city after investigation.

SECTION 17. CHANGE IN COST OF DOING BUSINESS.

Annual Rate Adjustment.

- A. The fees and compensation payable to the Franchisee by the City for the second and each subsequent year of the term hereof will be adjusted upward as of January 1st of each year of the franchise agreement term. The rate adjustment shall be equal to 100% of the Consumer Price Index (CPI), Water, Sewer, and Trash Series ID CUUR0000SEHG, United States, All Areas, Not Seasonally Adjusted, published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI index to be used will be from September to September for the previous twelve (12) months.
- ~~A. Adjustment of the rate schedule, beginning on January 1, 2012, the fees applicable to Contractor, shall be adjusted upward or downward to reflect changes in the cost of doing business as measured by fluctuations in the Consumer Price Index for South Urban Region, not seasonally adjusted, for Urban Wage owners and Clerical Workers, all items less energy (Series ID CWUR0300S0LE, an CWUS0300SA0LE), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency and the average price of fuel for the Lower Atlantic No. 2, Diesel Retail Sales (Diesel Index) by all Sellers (reported by the Energy Information Association as Series DDROIZ). In the event either indicator is discontinued, a new index mutually agreed upon by the City and the Provider may be utilized.~~
- ~~B. CPI on January 1, 2012, and every twelve months interval thereafter, ninety percent (90%) of the monthly collection fees or compensation to the Provider shall be increased or decreased in a percentage amount equal to the net percentage change in the said CPI. The net percentage change in the above CPI will be calculated as the percentage change in the CPI for the average of the twelve (12) month period ending October 30, 2011, and every October 30th thereafter, compared to the average of the previous twelve (12) month period.~~
- ~~C. Diesel Index on January 1, 2012, and every twelve (12) month interval thereafter, ten percent (10%) of the monthly collection fees or compensation to the Provider shall be increased or decreased in a percentage amount equal to the net percentage change in said Diesel Index. The net percentage change in the above Diesel Index will be calculated as the percentage change in the Diesel Index for the twelve (12) months period ending in October 30, 2011 and every October 30th thereafter, compared to the average of the previous twelve (12) month period.~~

SECTION 18. UNUSUAL CHANGES OR COSTS. The Franchisee may petition the City Commission for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges, etc. In the event that the rates become too high with respect to the prevailing rates in the area, the City may petition the

Franchisee to justify the rates and bring them in line with the prevailing rates.

SECTION 19. BILLING AND COMPENSATION.

A. Commercial.

1. ~~The City Franchisee will be responsible for billing all commercial collection services. Immediately following billing, the City runs a listing of service levels billed, and determines the amount due Franchisee. Franchisee will be paid by the 25th of the month for the previous service month. Adjustments will be part of the billing process, and Franchisee will be paid (or debited) for service level adjustments.~~ The amount billed included a Franchisee Fee to be paid to the City. The Franchise Fee will be paid by the 15th of the month for the previous service month and will be supported in a format acceptable to the City. Payment to the City by Franchisee is based on gross billings (by Franchisee) and based on the following:

- a. Franchisee Fee 15%
- b. ~~Administrative / Billing: 3.5%~~

B. Roll off

1. Franchisee will be responsible for billing all roll off accounts. The amount billed included a Franchisee Fee to be paid to the City. The Franchise Fee will be paid by the 15th of the month for the previous service month and will be supported in a format acceptable to the City. Payment to the City by Franchisee is based on gross billings (by Franchisee) and based on the following:

- a. Franchisee Fee 15%
- b. ~~Administration/ Billing Fee: 3.5%~~

C. ~~Administration/ billing fee shall be 3.5% of commercial and roll off revenue or \$60,000 per year, whichever is greater.~~

D. The City and the Franchisee will develop procedures for billing services by the Franchisee that are mutually acceptable to both parties by March 1, 2024.

E. Commercial Recycling Services Provided by the Franchisee in the City are exempt from the Franchise Fee.

SECTION 20. DISCONTINUED SERVICE OR DELINQUENT ACCOUNTS.

a. The Franchisee may discontinue service as set forth in this section for all accounts billed by the Franchisee. Persons who have not remitted required payments within 15 days from the date of billing shall be notified on forms approved by the City. Said form shall contain a statement that service may be discontinued fifteen (15) days from the date of notice if payment is not made before that time. In the event the Franchisee intends to discontinue a delinquent

account, it shall notify the City at least fifteen (15) days prior to the last day of collection.

b. The City shall have the authority to direct the Franchisee to continue service notwithstanding the fact that an account may be delinquent upon written assumption by the City of delinquency and additional fees accruing by virtue of Franchisee's continued service. If the City elects to instruct the Franchisee to continue service, the City shall be entitled to reimbursement from the commercial establishment served and shall further retain the right and power to punish the person or persons failing to make timely payments as herein provided in the same manner and extent as provided in the Code of Ordinances of the City of Kissimmee.

c. Franchisee will discontinue service to accounts being billed by the City, at the City's direction. Upon notification to resume service to an account that was discontinued, the Franchisee shall resume collection service on the next regularly scheduled collection day. Where the commercial container is removed from said accounts, there shall be a penalty charge of \$25.00.

SECTION 21. ROUTES AND SCHEDULES. Routes and schedules of commercial collection shall be subject to the approval of the City. The Franchisee shall provide the City with proposed schedules of commercial collection routes and shall keep such information current at all times. It shall be the customer's responsibility to place solid waste material in an approved container at the appropriate location for collection before the approved starting hour. The City may publish schedules commercial collection routes from time to time as the same may be modified or altered.

SECTION 22. COMPLAINTS. All complaints shall be resolved by the Franchisee within twenty-four (24) hours. The Franchisee shall supply the City with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for City inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

SECTION 23. NOTIFICATION. The Franchisee shall notify all customers about complaint procedures, rates, regulations, and day of collection.

SECTION 24. FRANCHISEE'S PERSONNEL.

- a. The Franchisee shall assign a qualified person or persons to be in charge of their operations in the City and shall give the name or names to the City, including information regarding experience.
- b. The City has the right to require that the Franchisee's collection employees wear a clean uniform bearing the company's name.
- c. Each employee shall, at all times, carry a valid operator's license for the type of vehicle he is driving.

- d. The City may request the dismissal of any employee Franchisee who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties.
- e. The Franchisee shall provide operating and safety training for all personnel.
- f. Wage of all employees of the Franchisee shall equal or exceed the minimum hourly wages for each employee established by local, state or federal governments. The wages for each employee classification shall be provided to the City.
- g. No person shall be denied employment by the Franchisee for reasons of race, creed, or religion.

SECTION 25. COMPLIANCE WITH LAWS. The right is hereby reserved for the city to amend, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be franchised. The Franchisee shall conduct operations under this franchise in compliance with all applicable laws and its failure to comply shall constitute a default hereunder.

SECTION 26. PERFORMANCE BOND. The Franchisee shall furnish to the City a Performance Bond in the amount of \$1,000,000 insuring the faithful performance of this Agreement and executed by a surety company licensed to do business within the State of Florida. Said Performance Bond is in an amount deemed by the City and the Franchisee to be reasonable and necessary to enable the City to purchase equipment and obtain personnel to maintain the City's commercial refuse routes in the event that the Franchisee becomes insolvent or fails to fulfill the terms and conditions set forth herein.

SECTION 27. INDEMNITY. The Franchisee will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement. The City reserves the right to retain counsel of its choice, or, in the alternative, approve counsel obtained by the Franchisee.

SECTION 28. INSURANCE. The hauler shall obtain and maintain throughout the term of the franchise not less than the insurance coverage set forth below. All insurance policies shall be carried with a company or companies having a Best rating of A or greater with a financial size category of 5 or better and which are authorized to transact business in the State of Florida.

- a. Worker's Compensation - The insurance policy shall fulfill all the requirements of the Worker's Compensation Act of Florida, including all legal requirements for occupational diseases.
- b. Comprehensive General Liability - The hauler shall maintain comprehensive general liability insurance insuring the City and the hauler with regard to all damages in the minimum amounts of:

1. \$5,000,000 for bodily injury or death to any one person and the sum of \$5, 000, 000 for bodily injury or death from any one accident, and;
2. \$5,000,000 for property damage resulting from any one accident.

The City shall be named as an additional insured for comprehensive general liability, and coverage shall be provided for all owned, leased and hired vehicles used in connection with providing solid waste collection services.

SECTION 29. ASSIGNMENT. No assignment of the franchise or any right occurring under this franchise shall be made in whole or in part by the Franchisee without the express written consent of the City; in the event of any assignment, the assignee shall assume the liability of the Franchisee.

SECTION 30. BOOKS AND RECORDS.

a. The Franchisee shall keep records of waste collected and charges therefor. The City shall have the right to review those records which in any way pertain to the payments due it as well as the billing of all roll off customers by the Franchisee. The Franchisee will be responsible for the monthly billing of the roll off customer. In the event that a customer is not complying with the contract agreement and his service is discontinued by reason of non-payment, then the City must be promptly notified in order to take appropriate action for sanitation purposes. The Franchisee shall provide a report to the City on a quarterly basis containing the following:

1. The name and address of each customer.
2. The size and type of container (whether roll—off or dumpster) furnished to the customer.
3. The frequency of service being provided to the customer.
4. The amount of recyclable materials contributed by the customer if there is an approved recycling program in place.
5. The total amount hauled to the disposal site in tons. If the Franchisee collects from areas outside the Franchise Area, the total collected from the Franchise Area may be prorated on the basis of total yardage on the route.
6. The City's share of the gross revenue from the roll off service.

SECTION 31. BANKRUPTCY OR INSOLVENCY. If the Franchisee becomes insolvent and in any event if the Franchisee files a petition of voluntary or involuntary bankruptcy then this franchise shall terminate in no event later than the date of filing of the bankruptcy petition.

SECTION 32. PERMITS AND LICENSES. The Franchisee shall obtain at his own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 33. STANDARD OF PERFORMANCE.

a. If the Franchisee fails to collect materials herein specified for a period in excess of five (5) consecutive scheduled working days or fails to operate the system in a satisfactory manner, for a similar period, the City may move as follows (provided such failure is not due to war, insurrection, riot, Act of God, or any other cause beyond the Franchisee's control):

1. At its option, after written notice to the Franchisee as provided hereinafter, take over and operate any or all of Franchisee's equipment used in the performance of this Agreement.
2. Use and operate same itself until such matter is resolved and the Franchisee is again able to carry out its operation under this franchise. Any and all operating expenses incurred by the City in so doing may be deducted by it from compensation to the Franchisee hereunder.

b. During such period, the liability of the City to the Franchisee for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Franchisee third parties shall cease and all claims or demands arising out of the operation of the collection service shall cease and all claims or demands arising out of the operation of the collection service shall be directed solely to the City.

c. Provided, however, if the Franchisee is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the City under this franchise to the Franchisee shall cease and the City shall be free to negotiate with other Franchisees for the operation of said collection service. Such operation with another Franchisee shall not release the Franchisee herein of its liability to the City for such breach of this franchise. In the event that this contract is so negotiated with a new Franchisee or other Franchisees, third party liability of the Franchisee herein shall terminate insofar as same arises from tortious conduct in operation of the collection service. In case of termination and City operation, the City shall have access to Franchisee's records for the purpose of billing and shall retain all payments and funds received for the period during which the City provides service.

SECTION 34. DEFAULT.

a. The failure on the part of the Franchisee to comply in any substantial respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until the City has served upon the Franchisee written notice of default which notice shall set forth the nature and extent thereof. The Franchisee shall have thirty (30) days following the notice of default to correct the same. If the Franchisee protests the reasonableness or

propriety of the City's declaration said protest shall be served upon the City in writing within ten (10) days following receipt by the Franchisee of the City's notice.

SECTION 35. RIGHT TO REQUIRE PERFORMANCE. The failure of the City at any time to require performance by the Franchisee of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 36. MODIFICATION. This franchise constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

SECTION 37. NOTICE. As required for any purpose in this franchise notice shall be addressed and sent by certified United States mail to the City and Franchisee as follows:

City: City Manager
City of Kissimmee City
Hall
P.O. Box 42-1608
Kissimmee, Florida 34742—1608

Franchisee : Waste Management of Orlando, Inc.
P.O. Box 8877
Orlando, Florida 32806

SECTION 38. ILLEGAL PROVISIONS. If any provision of the franchise shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 39. Franchisee agrees to provide maintenance and repairs to previously provided solar compactors for the first year of this contract, after the first year and for the remaining contract term the City will be responsible for all maintenance and repairs for all solar compactors. ~~supply to the City for the City's use 35 gal. solar compactors pursuant to a distribution schedule to be mutually agreed upon by the parties. There shall be no charge to the City for the acquisition, maintenance, or depreciation of the compactors. The compactors will remain the property of Franchisee. The City shall be responsible for providing an appropriate place for each compactor and will service the compactors by removing waste on regular intervals as required. Franchisee will maintain and repair the compactors but shall not be responsible to replace lost or stolen units. The Franchisee may, at the end of the initial term of five years, determine to terminate the solar compactor program. If such a determination is made, the Franchisee will provide a replacement program of similar value to the City. The Franchisee shall maintain the solar compactors in good condition. If a solar compactor is found to be inoperable or in poor condition by the City, the Franchisee shall repair the compactor within five (5) working~~

~~days. If a compactor cannot be repaired within twenty (20) working days it shall be removed by the Franchisee within three (3) days of notice by the City and replaced by the Franchisee within thirty (30) days of removal.~~

SECTION 40 MISCELLANEOUS PROVISIONS.

- A. PUBLIC RECORDS.** The Franchisee 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 Franchisee shall keep and maintain public records required by the City to perform the service.

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

1. If the City's Custodian of Records requests records from the Franchisee, the Franchisee shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. The Franchisee 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 Franchisee does not transfer the records to the City.
3. Upon completion of the contract, the Franchisee shall transfer, at no cost, to the City all public records in possession of the Franchisee or keep and maintain public records required by the City to perform the service. If the Franchisee transfers all public records to the City upon completion of the Contract, the Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Franchisee keeps and maintains public records upon completion of the Contract, the Franchisee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology

systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

4. Upon notice to the Franchisee of a request to inspect or copy public records relating to a City's contract for services, the Franchisee shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
5. If the Franchisee does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
6. A Franchisee who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

B. E-VERIFY. In accordance with Section 448.095, Florida Statutes, Franchisee shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Franchisee enters into a contract with a subcontractor performing work or providing services on its behalf, Franchisee 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 website: <http://www.dhs.gov/E-Verify>.

Every shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Franchisee 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).

City acknowledges that Franchisee may use workers outside the United States, who will not be subject to e-verification.

C. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, Franchisee certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged

in a boycott of Israel; 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 Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Franchisee has submitted false certification, City shall provide Franchisee with written notice of its determination. Franchisee shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

- D. FOREIGN GIFTS AND CONTRACTS.** Franchisee must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.
- E. SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interest.
- F. SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
- G. 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.

H. PUBLIC ENTITY CRIMES. In accordance with the Public Entity Crimes Act (§287.133, Florida Statutes) a person or affiliate who has been placed on the convicted Contractor list maintained by the State of Florida Department of General Services 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 §287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted Contractor list.

I. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator Contractor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor Franchisee certifies neither it nor its affiliate(s) are on the antitrust violator Contractor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

J. NON-DISCRIMINATION. Franchisee shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, gender identity, national origin, physical or mental disability, marital status or medical status. Franchisee shall comply with all applicable sections of the Americans with Disabilities Act. Franchisee agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Franchisee, its successors, transferees, and assignees, for the period during which services are provided. Franchisee further agrees to ensure that its independent

contractors/subcontractors are not in violation of the terms of this provision.

K. 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 have entered into this Eighth Amended and Restated Franchise Agreement as of the day and year first written above.

ATTEST:

City Clerk

Approved as to form and legality

City Attorney

**WASTE MANAGEMENT INC. OF
FLORIDA**



DAVID M. MYHAM - PRESIDENT

Witnesses:

CITY OF KISSIMMEE, FL.

MAYOR-COMMISSIONER

KISSIMMEE PRICING EFFECTIVE 01/01/2024

WM Provides Billing				
CODE	DUMPSTER SIZE	NO. OF WEEKLAA PICKUPS	COST PER MONTH	TERMINATION FEE
C2X1	2	1	\$ 95.12	\$ 25.00
C2X2	2	2	\$ 183.69	\$ 25.00
C2X3	2	3	\$ 266.25	\$ 25.00
C2X4	2	4	\$ 339.63	\$ 25.00
C2X5	2	5	\$ 394.42	\$ 25.00
C2X6	2	6	\$ 431.45	\$ 25.00
C2X7	2	7	\$ 502.15	\$ 25.00
C4X1	4	1	\$ 172.45	\$ 25.00
C4X2	4	2	\$ 333.63	\$ 25.00
C4X3	4	3	\$ 481.01	\$ 25.00
C4X4	4	4	\$ 609.84	\$ 25.00
C4X5	4	5	\$ 704.34	\$ 25.00
C4X6	4	6	\$ 759.84	\$ 25.00
C4X7	4	7	\$ 886.02	\$ 25.00
C6X1	6	1	\$ 236.53	\$ 25.00
C6X2	6	2	\$ 456.56	\$ 25.00
C6X3	6	3	\$ 658.07	\$ 25.00
C6X4	6	4	\$ 825.89	\$ 25.00
C6X5	6	5	\$ 950.10	\$ 25.00
C6X6	6	6	\$ 1,010.25	\$ 25.00
C6X7	6	7	\$ 1,178.77	\$ 25.00
C8X1	8	1	\$ 287.39	\$ 25.00
C8X2	8	2	\$ 551.05	\$ 25.00
C8X3	8	3	\$ 790.88	\$ 25.00
C8X4	8	4	\$ 987.14	\$ 25.00
C8X5	8	5	\$ 1,122.58	\$ 25.00
C8X6	8	6	\$ 1,174.76	\$ 25.00
C8X7	8	7	\$ 1,370.36	\$ 25.00

Extra Pick Up Per Yard Rate: \$20.88

EFFECTIVE 01/01/2024

CONTAINER SIZE	HAUL CHARGE		C&D HAUL CHARGE		Rental Fee*
20 CU. YDS	\$ 436.03	PLUS DISPOSAL	\$ 436.03	PLUS DISPOSAL	\$ 145.93
30 CU. YDS	\$ 436.03	PLUS DISPOSAL	\$ 436.03	PLUS DISPOSAL	\$ 172.88
40 CU. YDS.	\$ 436.03	PLUS DISPOSAL	N/A	PLUS DISPOSAL	\$ 202.72

*** IF ROLL-OFF IS DUMPED TWICE A MONTH THERE WILL BE NO RENTAL FEE.**

ANCILLARY SERVICES - for Commercial Services ONLY		
Service Description *	Occurs When	Rate
Container Delivery / Swap Out Service	Per Occurrence	\$ 95.00
Lock Bar Service	Per Month / Per Container -Recurring	\$ 15.00
Overages (snapshot) = 2yds and 4yds	Per Occurrence	\$ 100.00
Overages (snapshot) = 6yds and 8yds	Per Occurrence	\$ 125.00

** see definition of ancillary services in Scope*

ITEM 7.G

Application for Internship Grant for Kissimmee Gateway Airport

Request

Approval to apply for an Internship Grant from the Florida Airports Council for Kissimmee Gateway Airport.

Explanation

The Florida Airports Council (FAC) is offering the City of Kissimmee an internship grant for the Kissimmee Gateway Airport. The full grant to the selected intern will be \$5,000 (\$4,000 FAC, \$1,000 Airport funds). The City/Airport will be responsible for distributing the grant funds to the intern via the payroll process.

The purpose of FAC's program is to prepare the intern with the skills necessary to be qualified to work for an airport at an entry-level position. The intern will work a total of 40 hours per week for a maximum of 8 weeks during 2024 and produce a research project that will benefit the Airport. This program has been beneficial to the Airport in the past by providing both additional staffing during the internship period and qualified candidates for permanent hire when openings have become available.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170103-503131		Decrease	1,000	
46100389-389400		Increase	4,000	
46170101 501212		Increase	4,500	
46170101 502121		Increase	400	
46170101 502424		Increase	100	

Financial Summary:

The City's \$1,000 match will be funded from the professional services account.

Recommendation

Approval to apply for an internship grant from the Florida Airports Council for FY2024 in the amount of \$5,000.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Airport
Presenter:

Attachment(s):
None

ITEM 7.H

Grant Application for Airfield Markings Project

Request

Approval to apply for a Public Transportation Grant Agreement from the Florida Department of Transportation for an Airfield Pavement Markings Project and amend the budget accordingly.

Explanation

Periodically, the runway and taxiway pavement markings are required to be cleaned and re-painted, applying reflective glass beads to ensure safe visibility. The Florida Department of Transportation (FDOT) has funding for airfield pavement marking improvements under the Statewide Airfield Marking Program, to be performed by state contractor - Florida Airfield Maintenance, Joint Venture via a Public Transportation Grant Agreement (PTGA).

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170703-504646			40,516.72	40,516.72
47000334-334410		Increase	162,064.00	162,064.00
47070103 504646		Increase	162,064.00	162,064.00

Financial Summary:

Airport funds are budgeted in the current fiscal year, allocated in the Buildings and Ground Maintenance account. Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$202,580.72 with each agency funding the following amounts.

FDOT-PTGA - 80% \$162,064.00

Kissimmee Gateway Airport - 20% \$40,516.72

The City/Airport share will be transferred from the Airport operating budget to the Airport grant fund and combined with the FDOT funding.

Recommendation

Approval to apply for a PTGA from FDOT for an Airfield Pavement Markings Project and amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Airport
Presenter:

Attachment(s):
None

ITEM 7.I

Budget Amendment and Reclassification of an Airport Position

Request

Approval of a budget amendment to reclassify a vacant Airport Technician II position to an Airport Maintenance Manager position at the Kissimmee Gateway Airport.

Explanation

This position will be under the authority of the Airfield Manager and will perform daily maintenance of the airfield, airfield electrical systems, airport facilities, airport vehicles, equipment, and emergency generators. The Maintenance Manager will develop preventative maintenance programs with thorough record keeping, ensuring proper maintenance and assist in future capital planning. This position will oversee Airport Technicians and coordinate outside contractors and other City Department workers at the Airport to provide a safe environment.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276	N/A	Decrease	37,800.00	37,800.00
46170101-501212	N/A	Increase	37,800.00	37,800.00

Financial Summary:

Funds will be utilized from an Airport Technician II vacancy that will be reclassified to this new position, plus additional funds from Airport Reserves as shown above.

Recommendation

Approval to reclassify a vacant Airport Technician II position to an Airport Maintenance Manager position at the Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. AP Maint Mgr Job Desc

City of Kissimmee, Florida
Classification Description

Classification Title: Airport Maintenance Manager

Department: Airport

Pay Grade: 22

FLSA Status: Exempt

General Statement of Job

Under the authority of the Airfield Manager, performs the day-to-day maintenance of the airfield and airport facilities. Inspects, repairs and maintains airfield pavements, buildings, grounds, vehicles, equipment, emergency generators, security fences and gates. Monitors and performs maintenance of the airfield electrical systems. Application and handling of herbicides and other caustic chemicals. Generates work orders with City Departments in conjunction with Airport Operations and ATC to maintain the airfield along with other miscellaneous jobs. Performs airfield inspections when Airport operations are not available. Obtains cost estimates, places orders and ensures an adequate inventory supply is maintained to meet the Airport's maintenance needs. Supervises and provides training for Airport Technicians and Airport employees requiring training in Airport maintenance functions.

Specific Duties and Responsibilities

Essential Functions:

Ensures airport compliance with all Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) regulations and advisory documents that govern airport safety and security.

Creates preventative maintenance programs for airport vehicles, equipment, generators, tools, airfield electrical systems, and buildings and grounds. Maintains programs with schedules and thorough record keeping.

Inspects, repairs and maintains airport pavements to include edges and paint markings.

Inspects and maintains airfield safety areas to ensure aircraft support, maintain free of obstructions, mowing and landscaping to improve drainage and reduce wildlife concerns.

Inspects and maintains airfield electrical systems to include regulators, lighting, signs

and aircraft navigational aids.

Inspects and maintains airport buildings and facilities and coordinates maintenance with City Departments and outside contractors. Coordinates inspections for roofs, HVAC and fire suppression systems.

Inspects and maintains airport security fences and access gates & controls.

Inspects and maintains emergency generators, coordinates with City Preventative Maintenance Contract.

Inspects and maintains landscaping and turf management.

Performs routine and preventative maintenance on vehicles, tractors, mowers, generators, tools and other equipment.

Manages application program of herbicides and other chemicals.

Generates maintenance work orders as needed.

Ensures an adequate supply inventory is maintained for Airport maintenance.

Provides training opportunities/programs for fellow employees that may need/want to be cross trained.

Supervision of Airport Technicians and occasionally Community Service workers.

Oversees contractors performing Airport maintenance tasks to ensure quality control.

Maintains a professional appearance and attitude with other City Departments and the Airports lease holders.

Maintains and repairs Airport buildings and facilities to include carpentry, plumbing, electrical and painting.

Accompanies outside contractors and others on the airfield to assure safety/compliance with FAA Regulations.

Interfaces with City Departments, airfield tenants and adjoining property owners to promote safe, secure and efficient operations.

Works closely with the local air traffic control tower coordinating airfield maintenance and ensures safe, orderly and efficient airport operations.

Operates two-way radios, facilitates non-emergency communications and operates vehicles on and off the airfield.

Documents inspections and maintenance procedures utilizing a variety of data management systems on mobile applications.

May be required to be on-call and able to report to the Airport after normal business hours in the event of an airport/aircraft emergency or security related event.

Participates in the airport lock out tagout (LOTO) program.

Perform other duties as assigned to include Airport operation tasks.

Minimum Education and Training

Bachelor's degree supplemented with six years of relevant job experience in airfield maintenance or a similar position, or an equivalent combination of education, training and experience that provides the required knowledge, skills and abilities.

Possess a valid Florida driver's license. Must possess or obtain the most current FEMA 100, 200, 300, 400, 700, and 800 Incident Command System certifications within 12 months of appointment to the job.

Obtain within two (2) years the American Association of Airport Executives, Airfield Certified Employee (ACE) Airfield Lighting Maintenance Certification.

Minimum Qualifications and Standards Required

Skill Requirements:

Knowledge of the methods, policies and procedures of the Airport pertaining to specific duties of the Airport Maintenance Manager position. Knowledge of the laws, ordinances, standards and regulations pertaining to the specific duties and responsibilities of the position. Ability to comprehend, interpret and apply regulations, procedures and related information.

Skill in electrical and mechanical maintenance and repair work; is skilled in general building and grounds maintenance work. Is skilled in the operation of medium and light construction/maintenance equipment. Has knowledge of the standard tools,

materials and practices of the industry. Has skill in the care and use of required tools and equipment. Ability to make minor repairs and adjustments to equipment.

Knowledge of the occupational hazards and safety precautions of the industry. Has knowledge of basic mathematics. Skilled in applying responsible attention to detail as necessary in preparing records and forms. Ability to read and interpret a variety of materials pertaining to the responsibilities of the job.

Ability to analyze problems that arise on the job and make viable recommendations for resolution. Ability to take the initiative to complete the duties of the position without the need of direct supervision. Ability to use independent judgment in performing routine and non-routine tasks. Has the ability to plan, organize and prioritize daily assignments and work activities. Ability to provide assistance and support to various departments, supervisors, co-workers and the general public as needed. Ability to provide work guidance and instruction to co-workers as assigned. Has the ability to learn and utilize new skills and information to improve job performance and efficiency.

Knows how to perform duties in a courteous manner and communicate effectively with a variety of public and private groups as prescribed. Is capable of working under stressful conditions as required. Knows how to react calmly and quickly in emergency situations. Ability to work in uncomfortable conditions, including exposure to excessive heat or cold, odors, toxic agents, smoke, fumes, extreme noise, vibrations, humidity, dust, pollen, machinery hazards, electrical currents, etc.

Physical Requirements:

The work is heavy work which requires exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Work is performed while standing, sitting and/or walking. Requires the ability to communicate effectively using speech, vision, and hearing. Requires the use of hands for simple grasping and fine manipulations. Requires bending, squatting, crawling, climbing, reaching. Requires activities involving being around moving machinery, exposure to marked changes in temperature and humidity, and exposure to dust, fumes, and gases.

Responsibilities:

Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interaction with internal and external entities with whom the position interacts.

Assumes responsibility for completing assigned work. Completes assigned work within deadlines in accordance with directives, policy, standards and prescribed procedures. Maintains accountability for assigned responsibilities in the technical, human and conceptual areas.

Exercises analytical judgment in areas of responsibility. Identifies issues or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice where appropriate and research issues, situations and alternatives before exercising judgment.

Working Conditions:

Works indoors or outdoors in all types of weather. Also works in roadways, runways, taxiways where vehicle and air traffic hazards exist.

Other:

It is understood that every incidental duty connected with operations enumerated in the job description is not always specifically described, and employees, at the discretion of the City, may be required to perform duties not within their job descriptions.

ITEM 7.J**Quiet Title to 310 N. Beaumont Avenue****Request**

Approval to commence litigation to quiet title to 310 N. Beaumont Ave.

Explanation

Staff seeks approval to join GB Skyview Kissimmee Phase I Owner LL, the current developer of the Allen and the broader Beaumont Redevelopment Site, in filing a Complaint for Quiet Title. Lots 15 and 16 of block N of the Subject Property, located at 310 N. Beaumont Avenue, are subject to a limited reverter clause conveyed in a 1938 deed of the property to the Osceola County School Board. Although the City conveyed the entire encumbered parcel to Skyview, it has approved a site plan and pursuant to the 2021 Developer's Agreement has committed funding to redevelopment of the property and, accordingly, is a Plaintiff in interest in this Complaint. The City anticipates a successful outcome that will ensure that any remaining rights in the property may not be invoked by any heirs to the grantors of the 1938 deed.

Recommendation

Approval to commence litigation to quiet title to 310 N. Beaumont Ave.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

None

ITEM 8.A

Renewal of the Osceola Legislative Effort Agreement

Request

Staff requests Commission direction on whether or not the City should continue to participate in the joint lobbying with the Osceola Legislative Effort (OLE) and execute contract #20240125.

Explanation

OLE annually acquires and retains professional lobbyist services to promote, represent and protect the collective interests of Osceola County, City of St. Cloud, the Osceola County School District, and the City of Kissimmee. OLE's lobbying consultants handle both state legislative and federal congressional matters.

For the upcoming year, the two proposed city priorities for OLE include:

- 1) Lake Toho Cleanup - Support of a joint effort with the county to seek funding for the cleanup of the northern sections of Lake Tohopekaliga; and
- 2) Thacker Avenue - Support for funding for the widening and signalization of Thacker Avenue between Flora Boulevard and Osceola Parkway, which will serve both city and county residents.

Last year's main city priority for OLE was funding for a study to find solutions to the aquatic vegetation and muck issues in northern Lake Tohopekaliga, which passed both houses but was vetoed by the Governor. OLE's joint lobbying efforts are limited to legislative issues which have been unanimously agreed to by the other parties to this agreement.

The City of Kissimmee is being asked to enter into a two-year contract and pay \$40,000 per year for continued participation in the joint lobbying effort. The other parties contributions are as follows: Osceola County \$80,000, Osceola School District \$60,000 and the City of St. Cloud \$40,000. The City's funding for next year has been included in the FY2024 budget.

Recommendation

Staff requests Commission discussion and direction of the new OLE Agreement.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Attorney

Presenter: Olga Sanchez de Fuentes

Attachment(s):

1. (S) 2023 -2025 OLE Agreement Clean
2. 2023 -2025 OLE Agreement Redline

AGREEMENT

This is an agreement between Osceola County (hereinafter referred to as "COUNTY"), the City of St. Cloud (hereinafter referred to as "ST. CLOUD"), the City of Kissimmee (hereinafter referred to as "KISSIMMEE"), the School Board of Osceola County, Florida (hereinafter referred to as "SCHOOL BOARD"), and Osceola Legislative Effort, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "OLE"), for the acquisition of lobbyist services to promote, represent and protect those interests which collectively affect and impact the interests of the County, Cities and the School Board.

WITNESSETH:

WHEREAS each year there are legislative issues which affect the collective interests of the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD; and

WHEREAS these collective interests would be better served with a unified voice and joint lobbying effort representing the interests of these parties as a whole; and

WHEREAS such unified joint representation would promote efficiency and provide for a large, more positive and more productive impact on those concerns and issues relating to these parties as a collective unit; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions contained herein, and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. The recitals in the "WHEREAS" clauses are incorporated into and become part of this Agreement.
2. The term of this Agreement is from October 1, 2023 through September 30, 2025, to be approved and executed by all parties.
3. OLE agrees to acquire and retain professional lobbyist services to promote, represent and protect those interests that collectively affect the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD. The services to be contracted for shall include, but will not be limited to, the following:
 - a. Monitor legislation of interest to the represented parties herein; and
 - b. Advance the issues in the legislative program constructed for the parties represented herein, working to refine that legislation through the development of amendments as warranted and necessary; and
 - c. Assist in the development of strategies relating to the collective legislative concerns of the parties represented herein; and

- d. As needed, lobby the Governor, staff and state agencies on behalf of represented parties herein; and
 - e. As needed, lobby the federal executive and legislative branches, and their staff, on behalf of represented parties herein; and
 - f. Provide advice as to how the represented parties may obtain and maximize returns collectively received from the state Legislature or federal government based on the intricacies of the legislative process; and
 - g. Use all best efforts to coordinate funding, legislation and policy related activities with legislative bodies and interests; and
 - h. Use all best efforts to secure appropriate authorizations and funding from legislative bodies to implement projects for the collective benefit of the parties as stated above; and
 - i. Maintain direct and frequent contact with legislative members representing the interests of the parties as stated above, and inform the governing bodies of each of the represented parties as to the need to participate directly in the legislative process, such as through testimony in committee meetings or through conversations with members of the parties' legislative delegation or other members of the legislature; and
 - j. Advocate the collective interests of the aforementioned parties during the legislative process; and
 - k. Keep the parties apprised of the status of legislation on a regular basis by frequent telephone conversations with each of the represented parties, as well as with the members of the respective governing bodies and staff, and also maintain such contact in writing as appropriate; and
 - l. Deliver a written final report within 60 days of the conclusion of the state legislative session on the outcome of the issues in the parties' collective legislative program and, within the same time period if requested, provide a presentation regarding same to each of the respective governing bodies; and
 - m. Present an annual budget by December 15 of each year during the term of this Agreement.
4. OLE shall select lobbyist(s) with the necessary expertise and background for the issues to be addressed. Said lobbyist(s) shall agree in writing, that the lobbyist(s) will not lobby before any of the entities, its elected officials or staff on behalf of any third party or lobby against any interests of the entities to this Agreement for a period of two (2) years after completion

of representation. Provided, however, that the restriction herein may be waived or limited by any of the parties hereto. Further, that the lobbyist(s) shall comply with all applicable state and federal laws and regulations governing lobbying. The contract with the lobbyist(s) shall be in writing.

5. The Board of Directors of OLE shall meet as soon as conveniently possible after the execution of the Agreement to collectively submit and discuss those issues of primary focus as previously agreed upon by their respective governing bodies. At such time, the Board shall create and formally adopt a list of issues and instructions for the engaged lobbyist(s) to pursue during the immediate legislative session. Notwithstanding any term contained in the by-laws to the contrary, the approval of a list of issues and instructions as contemplated herein, shall require the unanimous approval of the Board of Directors.
6. The parties herein agree that the fees for acquiring and retaining the services of the lobbyist(s) subject to this Agreement shall not exceed a total amount of TWO HUNDRED TEN THOUSAND DOLLARS AND 00/100 (\$210,000.00), and that payment for same shall be remitted to OLE in the following manner:
 - a. The COUNTY of Osceola shall pay no more than EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) PER YEAR; and
 - b. The SCHOOL BOARD shall pay no more than SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) PER YEAR; and
 - c. KISSIMMEE shall pay no more than FORTY THOUSAND AND 00/100 (\$40,000.00) PER YEAR; and
 - d. ST. CLOUD shall pay no more than THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) PER YEAR; and
 - e. The parties further agree that payment, as outlined above, shall be submitted by the respective parties to OLE in four (4) equal payments as follows:
 - 1) first year first payment within forty-five (45) days of the date of execution of this Agreement.
 - 2) first year second payment on or before February 1, 2024.
 - 3) second year first payment on or before October 1, 2024.
 - 4) second year second payment on or before February 1, 2025.

Notwithstanding the foregoing, no Party shall be obligated to pay any portion of its contribution hereunder, until such time as that Party has budgeted or otherwise approved the funding of its contribution.

7. In the event one governmental entity elects to withdraw from the Agreement, said entity shall provide thirty (30) days prior written notice to each party of this Agreement.
8. This Agreement may be terminated at any time, by mutual and complete agreement between all parties hereto, or by thirty (30) days prior written notice to each party of this Agreement. Any funds not expended by OLE, shall be returned to the parties on a prorated basis.
9. This Agreement shall not be assigned by any party without prior written consent of the other parties.
10. All notices and/or reports required under this Agreement shall be delivered by United States mail, overnight express, or hand delivery to the following offices.

For Osceola County:

County Manager
1 Courthouse Square, Ste. 4700
Kissimmee, FL 34741

County Attorney
1 Courthouse Square, Ste. 4200
Kissimmee, FL 34741

For St. Cloud:

City Manager
City Hall
1300 Ninth Street
St. Cloud, FL 34769

City Attorney
City Hall
1300 Ninth Street
St. Cloud, FL 34769

For the School Board:

Office of the Superintendent
817 Bill Beck Blvd., Building 1000
Kissimmee, FL 34744

School Board Attorney Frank Kruppenbacher, P.A.
P. O. Box 3471
Orlando, FL 32836

For Kissimmee:

City Manager
City Hall
101 Church Street
Kissimmee, FL 34741

City Attorney
City Hall
101 Church Street
Kissimmee, FL 34741

For OLE

Osceola Legislative Effort, Inc.
1425 E. Vine Street
Kissimmee, FL 34744

11. This Agreement shall be governed by, and construed under, the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.
12. OLE agrees to indemnify, defend, and hold harmless the COUNTY, ST. CLOUD, KISSIMMEE, AND THE SCHOOL BOARD from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suit proceedings, actions and costs of actions, including attorney's fees, at the trial, appellate and administrative levels, of any kind and nature, arising directly or indirectly from or out of any negligent act or omission of OLE arising out of or in any way connected with the performance of this Agreement by OLE, or because of or due to the existence of this Agreement itself.
13. Nothing herein is intended to serve, nor shall be construed, as a waiver, express or implied, of sovereign immunity by any party, agency, or political subdivision to which sovereign immunity by any party, agency, or political subdivision to which sovereign immunity is applicable. Further, without limitation, nothing herein modifies the rights of the parties and the limits of liability set forth in Section 768.28 Florida Statutes.
14. The parties agree that no action may be commenced or maintained unless all conditions precedent pursuant to this Agreement or set forth by law have been satisfied by the complaining party. The parties agree that non-binding mediation shall be attempted prior to filing suit. All parties shall be responsible for their own attorney's fees and costs.

15. In the performance of this Agreement, OLE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. For purposes of this Agreement, books, records, and accounts shall refer to all information, materials and data of every kind and character, including hard copy and computer-readable data, where applicable, and shall include, without limitations, documents, recordings, agreements, contracts, commitments, arrangements, notes, journals, diaries, reports, receipts, memoranda, correspondence, written policies and procedures, expense records, and any other documents and sources of information that may in the parties' judgement have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by any authorized representative of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD, and shall be retained by OLE for a period of five (5) years after termination or completion of the Agreement or until the full audit is complete, whichever comes first. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD shall retain the right to audit the books during the five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD also have the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether OLE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD have the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination. If OLE received notifications of a dispute or the commencement of litigation or other proceeding regarding any services performed under this Agreement within this five (5) year period, then OLE shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding.

16. Public Records Act/Chapter 119 Requirements

IF OLE 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, 817 BILL BECK BOULEVARD, KISSIMMEE, FLORIDA 34744, PHONE: (407) 870-4600, EMAIL: PUBLCRECORDS@OSCEOLASCHOOLS.NET.

OLE understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If OLE will act on behalf of the PARTIES, as provided under section 119.011(2), Florida Statutes, OLE, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records by the PARTIES to perform the service.
2. Upon request from the PARTIES' custodian of public records, provide the PARTIES with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if OLE does not transfer the records to the PARTIES.
4. Upon completion of the contract, transfer, at no cost, to the PARTIES all public records in possession of OLE or keep and maintain public records required by the PARTIES to perform the service. If OLE transfers all public records to the PARTIES upon completion of the contract, OLE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OLE keeps and maintains public records upon completion of the contract, OLE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PARTIES, upon request from the PARTIES' custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
5. If OLE does not comply with a public records request, the PARTIES shall enforce the contract provisions in accordance with the Agreement.
17. There are no third-party beneficiaries created or entitled by this Agreement, and only the specific parties hereto shall have any rights or standing to enforce this Agreement or any provision thereof.
18. The parties to this Agreement hereby expressly waive and forego any and all rights to trial by jury to the fullest extent allowed by law.
19. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded or otherwise altered except by prior written agreement duly executed by all the parties.
20. If any item or provision of this Agreement, or the applications thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
21. All Board of Directors meetings shall be held in accordance with the Florida Statutes 286.
22. This Agreement may be executed in five (5) original counterparts to expedite its implementation and effective date.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

**OSCEOLA COUNTY
COUNTY MANAGER**

BY: _____
Don Fisher, Osceola County Manager

Date: _____

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF ST. CLOUD

BY: _____
Veronica Miller, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF KISSIMMEE

BY: _____
Mike Steigerwald, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

BY: _____
Terry Castillo, Chairman

ATTEST: _____
Superintendent Mark Shanoff

Date: _____

Approved as to form and legality

School Board Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

OSCEOLA LEGISLATIVE EFFORT, INC.

BY: _____
John Newstreet, Executive Director

ATTEST: _____
Cindy Lewis, Secretary

Date: _____

AGREEMENT

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WITNESSETH:

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WHEREAS these collective interests would be better served with a unified voice and joint lobbying effort representing the interests of these parties as a whole; and

WHEREAS such unified joint representation would promote efficiency and provide for a large, more positive and more productive impact on those concerns and issues relating to these parties as a collective unit; and

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 - a. Monitor legislation of interest to the represented parties herein; and
 - b. Advance the issues in the legislative program constructed for the parties represented herein, working to refine that legislation through the development of amendments as warranted and necessary; and
 - c. Assist in the development of strategies relating to the collective legislative concerns of the parties represented herein; and

- d. As needed, lobby the Governor, staff and state agencies on behalf of represented parties herein; and
 - e. As needed, lobby the federal executive and legislative branches, and their staff, on behalf of represented parties herein; and
 - f. Provide advice as to how the represented parties may obtain and maximize returns collectively received from the state Legislature or federal government based on the intricacies of the legislative process; and
 - g. Use all best efforts to coordinate funding, legislation and policy related activities with legislative bodies and interests; and
 - h. Use all best efforts to secure appropriate authorizations and funding from legislative bodies to implement projects for the collective benefit of the parties as stated above; and
 - i. Maintain direct and frequent contact with legislative members representing the interests of the parties as stated above, and inform the governing bodies of each of the represented parties as to the need to participate directly in the legislative process, such as through testimony in committee meetings or through conversations with members of the parties' legislative delegation or other members of the legislature; and
 - j. Advocate the collective interests of the aforementioned parties during the legislative process; and
 - k. Keep the parties apprised of the status of legislation on a regular basis by frequent telephone conversations with each of the represented parties, as well as with the members of the respective governing bodies and staff, and also maintain such contact in writing as appropriate; and
 - l. Deliver a written final report within 60 days of the conclusion of the state legislative session on the outcome of the issues in the parties' collective legislative program and, within the same time period if requested, provide a presentation regarding same to each of the respective governing bodies; and
 - m. Present an annual budget by December 15 of each year during the term of this Agreement, 2022.
4. OLE shall select lobbyist(s) with the necessary expertise and background for the issues to be addressed. Said lobbyist(s) shall agree in writing, that the lobbyist(s) will not lobby before any of the entities, its elected officials or staff on behalf of any third party or lobby against any interests of the entities to this Agreement for a period of two (2) years after completion

of representation. Provided, however, that the restriction herein may be waived or limited by any of the parties hereto. Further, that the lobbyist(s) shall comply with all applicable state and federal laws and regulations governing lobbying. The contract with the lobbyist(s) shall be in writing.

5. The Board of Directors of OLE shall meet as soon as conveniently possible after the execution of the Agreement to collectively submit and discuss those issues of primary focus as previously agreed upon by their respective governing bodies. At such time, the Board shall create and formally adopt a list of issues and instructions for the engaged lobbyist(s) to pursue during the immediate legislative session. Notwithstanding any term contained in the by-laws to the contrary, the approval of a list of issues and instructions as contemplated herein, shall require the unanimous approval of the Board of Directors.
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 - a. The COUNTY of Osceola shall pay no more than EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) PER YEAR; and
 - b. The SCHOOL BOARD shall pay no more than SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) PER YEAR; and
 - c. KISSIMMEE shall pay no more than FORTY THOUSAND AND 00/100 (\$40,000.00) PER YEAR; and
 - d. ST. CLOUD shall pay no more than THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) PER YEAR; and
 - e. The parties further agree that ~~one-half (1/2) of their individual~~ payments, as outlined above, shall be submitted by the respective parties to OLE in four (4) equal payments as follows:~~within 45 days (pursuant to the local Government Prompt~~
 - 1) first year first payment within forty-five (45) days of the Payment Act) after
the date of execution of this Agreement.
 - 2) first year second payment on or before February 1, 2024.
 - 3) second year first payment on or before October 1, 2024.
 - 4) second year second payment on or before February 1, 2025,~~with the remaining balance due on or before February 1, 2023.~~Notwithstanding the foregoing, no Party shall be obligated to pay any portion of its contribution hereunder, until such time as that Party has budgeted or otherwise approved the funding of its contribution.

7. In the event one governmental entity elects to withdraw from the Agreement, said entity shall provide thirty (30) days prior written notice to each party of this Agreement.
8. This Agreement may be terminated at any time, by mutual and complete agreement between all parties hereto, or by thirty (30) days prior written notice to each party of this Agreement. Any funds not expended by OLE, shall be returned to the parties on a prorated basis.
9. This Agreement shall not be assigned by any party without prior written consent of the other parties.
10. All notices and/or reports required under this Agreement shall be delivered by United States mail, overnight express, or hand delivery to the following offices.

For Osceola County:

County Manager
1 Courthouse Square, Ste. 4700
Kissimmee, FL 34741

County Attorney
1 Courthouse Square, Ste. 4200
Kissimmee, FL 34741

For St. Cloud:

City Manager
City Hall
1300 Ninth Street
St. Cloud, FL 34769

[City Attorney](#)
[City Hall](#)
[1300 Ninth Street](#)
[St. Cloud, FL. 34769](#)

For the School Board:

Office of the Superintendent
817 Bill Beck Blvd., Building 1000
Kissimmee, FL 34744

School Board Attorney Frank Kruppenbacher, P.A.
P. O. Box 3471
Orlando, FL 32836

For Kissimmee:

City Manager
City Hall
101 Church Street
Kissimmee, FL 34741

City Attorney
City Hall
101 Church Street
Kissimmee, FL 34741

For OLE

Osceola Legislative Effort, Inc.
1425 E. Vine Street
Kissimmee, FL 34744

11. This Agreement shall be governed by, and construed under, the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.
12. OLE agrees to indemnify, defend, and hold harmless the COUNTY, ST. CLOUD, KISSIMMEE, AND THE SCHOOL BOARD from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suit proceedings, actions and costs of actions, including attorney's fees, at the trial, appellate and administrative levels, of any kind and nature, arising directly or indirectly from or out of any negligent act or omission of OLE arising out of or in any way connected with the performance of this Agreement by OLE, or because of or due to the existence of this Agreement itself.
13. Nothing herein is intended to serve, nor shall be construed, as a waiver, express or implied, of sovereign immunity by any party, agency, or political subdivision to which sovereign immunity by any party, agency, or political subdivision to which sovereign immunity is applicable. Further, without limitation, nothing herein modifies the rights of the parties and the limits of liability set forth in Section 768.28 Florida Statutes.
14. The parties agree that no action may be commenced or maintained unless all conditions precedent pursuant to this Agreement or set forth by law have been satisfied by the complaining party. The parties agree that non-binding mediation shall be attempted prior to filing suit. All parties shall be responsible for their own attorney's fees and costs.

15. In the performance of this Agreement, OLE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. For purposes of this Agreement, books, records, and accounts shall refer to all information, materials and data of every kind and character, including hard copy and computer-readable data, where applicable, and shall include, without limitations, documents, recordings, agreements, contracts, commitments, arrangements, notes, journals, diaries, reports, receipts, memoranda, correspondence, written policies and procedures, expense records, and any other documents and sources of information that may in the parties' judgement have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by any authorized representative of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD, and shall be retained by OLE for a period of five (5) years after termination or completion of the Agreement or until the full audit is complete, whichever comes first. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD shall retain the right to audit the books during the five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD also have the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether OLE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD have the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination. If OLE received notifications of a dispute or the commencement of litigation or other proceeding regarding any services performed under this Agreement within this five (5) year period, then OLE shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding.

16. Public Records Act/Chapter 119 Requirements

IF OLE 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, 817 BILL BECK BOULEVARD, KISSIMMEE, FLORIDA 34744, PHONE: (407) 870-4600, EMAIL: PUBLCRECORDS@OSCEOLASCHOOLS.NET.

OLE understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If OLE will act on behalf of the PARTIES, as provided under section 119.011(2), Florida Statutes, OLE, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records by the PARTIES to perform the service.
2. Upon request from the PARTIES' custodian of public records, provide the PARTIES with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if OLE does not transfer the records to the PARTIES.
4. Upon completion of the contract, transfer, at no cost, to the PARTIES all public records in possession of OLE or keep and maintain public records required by the PARTIES to perform the service. If OLE transfers all public records to the PARTIES upon completion of the contract, OLE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OLE keeps and maintains public records upon completion of the contract, OLE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PARTIES, upon request from the PARTIES' custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
5. If OLE does not comply with a public records request, the PARTIES shall enforce the contract provisions in accordance with the Agreement.
17. There are no third-party beneficiaries created or entitled by this Agreement, and only the specific parties hereto shall have any rights or standing to enforce this Agreement or any provision thereof.
18. The parties to this Agreement hereby expressly waive and forego any and all rights to trial by jury to the fullest extent allowed by law.
19. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded or otherwise altered except by prior written agreement duly executed by all the parties.
20. If any item or provision of this Agreement, or the applications thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
21. All Board of Directors meetings shall be held in accordance with the Florida Statutes 286.
22. This Agreement may be executed in five (5) original counterparts to expedite its implementation and effective date.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

**OSCEOLA COUNTY
COUNTY MANAGER**

BY: _____
Don Fisher, Osceola County Manager

Date: _____

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF ST. CLOUD

BY: _____
Veronica Miller, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF KISSIMMEE

BY: _____
Mike Steigerwald, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

BY: _____
Terry Castillo, Chairman
~~Pace-~~

ATTEST: _____
Superintendent ~~Debra~~ Mark Shanoff

Date: _____

Approved as to form and legality

School Board Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

OSCEOLA LEGISLATIVE EFFORT, INC.

BY: _____
John Newstreet, Executive Director

ATTEST: _____
Cindy Lewis, Secretary

Date: _____

ITEM 8.B

Haven on Vine Apartments FY 2023-2024 Annual Operating Budget

Request

Approval for the FY23-24 Annual Operating Budget for the Haven on Vine Apartments

Explanation

On November 3rd, the City Commission approved moving forward with the City operating the 83 units at the Haven on Vine Apartments. The annual operating budget is \$800,000 and includes funding for activities necessary for the daily operations. The budget includes two new full-time and two new part-time positions, utilities, water/sewer, cable, Wi-Fi, trash collection, and all operating expenses for the complex.

Once the budget is approved, the renovations and staffing process will begin. Renovations on apartment interiors are expected to be completed in March 2024. The projected revenues account for reduced rent collections for October - December with full occupancy expected for the remainder of the FY 2023-2024. The line item budget is attached.

Recommendation

Approval of the FY23-24 Annual Operating Budget for the Haven on Vine Apartments

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. The Haven on Vine Budget FY24 Draft

The Haven On Vine Apartments- FY 2023-24

Org	Object	Description	July 2022- September 2023	October 2023 - September 2024 Original Budget
3400362	362008	LEASE REVENUE (Projected)	\$ 229,000.00	\$ 800,000.00
3400362	362008	LEASE REVENUE	\$ 27,609.42	
3400369	369900	OTHER MISC REVENUE	\$ 50,000.00	
3400369	369900	OTHER MISC REVENUE (App fee, Move-in Fees)	\$ 12,884.00	\$ 2,300.00
3400220	220024	SECURITY DEPOSIT* (Non-Interest Bearing Account)	\$ 77,661.88	Carry Forward and new leases
REVENUES				\$ 802,300.00
		SALARIES (2.0 FTEs) (2 PT)		\$ 120,000.00
		BENEFITS (2.0 FTEs)		\$ 50,000.00
3410103	503131	PROFESSIONAL SERVICES	\$ 5,000.00	\$ 40,000.00
3410103	503434	OTHER CONTRACT SERVICES (SECURITY, HVAC etc)	\$ 16,700.00	\$ 100,000.00
3410103	503434	OTHER CONTRACT SERVICES (POOL)	\$ 2,900.00	\$ 9,000.00
3410103	503434	OTHER CONTRACT SERVICES (LAWN SERVICE)	\$ 4,800.00	\$ 14,400.00
3410103	503434	OTHER CONTRACT SERVICES (PEST CONTROL)	\$ 2,000.00	\$ 9,600.00
3410103	503435	OTHER SERVICES CUSTODIAL (JANITORIAL)	\$ 2,000.00	\$ 7,200.00
3410103	503435	OTHER SERVICES CUSTODIAL	\$ 20,000.00	\$ 9,000.00
3410103	504141	COMMUNICATION SERVICES	\$ 10,000.00	\$ 33,000.00
3410103	504242	POSTAGE	\$ 1,000.00	\$ 1,000.00
3410103	504343	ELECTRIC	\$ 44,000.00	\$ 132,000.00
3410103	504344	WATER & SEWER	\$ 28,000.00	\$ 84,000.00
3410103	504347	SOLID WASTE DISPOSAL FEE	\$ 6,000.00	\$ 18,000.00
3410103	504646	BUILDING & GROUNDS	\$ 8,000.00	\$ 11,000.00
3410103	504647	OTHER EQUIPMENT MAINTENANCE	\$ 2,500.00	\$ 2,500.00
3410103	504747	PRINTING	\$ 1,500.00	\$ 1,500.00
3410103	505151	OFFICE SUPPLIES	\$ 500.00	\$ 500.00
3410103	505252	OPERATING SUPPLIES (TAXES-TANGIBLE AND	\$ 12,881.00	\$ 39,000.00
3410103	505252	OPERATING SUPPLIES	\$ 2,500.00	
3410103	505252	OPERATING SUPPLIES	\$ 134,412.00	\$ 25,000.00
3410103	505253	CLEANING SUPPLIES	\$ 1,000.00	\$ 1,000.00
3410103	505254	CHEMICAL SUPPLIES	\$ 1,000.00	\$ 1,000.00
3410103	505255	TOOLS & EQUIPMENT	\$ 1,000.00	\$ 1,000.00
3410103	505455	DUES SUBSCRIPTIONS MEMBERSHIPS	\$ 8,800.00	\$ 8,800.00
		HAVEN ON VINE APARTMENT RESERVES		\$ 83,800.00
EXPENSES			\$ 316,493.00	\$ 802,300.00

Monthly Budget
\$ 80,000.00
\$ -
\$ -
\$ 230.00
\$ 80,230.00
\$ 12,000.00
\$ 5,000.00
\$ 4,000.00
\$ 10,000.00
\$ 900.00
\$ 1,440.00
\$ 960.00
\$ 720.00
\$ 900.00
\$ 3,300.00
\$ 100.00
\$ 13,200.00
\$ 8,400.00
\$ 1,800.00
\$ 1,100.00
\$ 250.00
\$ 150.00
\$ 50.00
\$ 3,900.00
\$ 2,500.00
\$ 100.00
\$ 100.00
\$ 100.00
\$ 880.00
\$ 8,380.00
\$ 80,230.00