



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 7, 2024 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation- 55th Annual Professional Municipal Clerks Week

3.B Proclamation- Foster Youth Connection Month

3.C Proclamation- Lupus Awareness Month

3.D Proclamation- Economic Development Week

3.E Employee of the Month for May

3.F Recognition of Certified Municipal Clerk Designation

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Re-adoption of Ordinance #3092 to comply with the Florida Department of Commerce's transmittal requirements

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the April 16, 2024 Airport Workshop and Commission meeting

7.B Accept Energy Efficiency and Conservation Block Grant

7.C First Amendment to the Hurricane Housing Recovery Program Subrecipient Agreement between the City of Kissimmee and Kissimmee Oaks Housing I

7.D Award bid for Dyer Boulevard and Ballpark Road Traffic Signal

7.E Additional subscriptions with Axon Enterprise, Inc.

7.F State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 1124 Lindsay Way, Kissimmee, 34744

7.G Purchase of Solid Waste Garbage Trucks

7.H End Human Trafficking Grant Award

7.I Resolution to accept grant funding from the Florida Department of Transportation for Airfield Lighting Upgrades

- 7.J Fire Station Prototype Design Project
- 7.K Authorization to apply for the 2024 Patrick Leahy Bulletproof Vest Partnership Program
- 7.L Award RFP2024-003 Rose Hill Cemetery Columbarium
- 7.M Approval to Award Johnson Controls Building Solutions, LLC, a Fire Alarm System Installation and Monitoring Services Contract for the Haven on Vine

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A Presentation of the Downtown CRA Annual Comprehensive Financial Report for the year ended September 30, 2023
- 8.B Presentation of the Vine Street CRA Annual Comprehensive Financial Report for the year ended September 30, 2023
- 8.C Memorandum of Understanding between the City of Kissimmee and Orlando Economic Partnership

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.D Presentation of the Annual Comprehensive Financial Report for the year ended September 30, 2023
- 8.E Toho Water Authority Board Reappointment

9. HEAR CITY OFFICIALS

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

10. ADJOURNMENT

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

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

ITEM 3.A**Proclamation- 55th Annual Professional Municipal Clerks Week****Request**

To Present a Proclamation to the City Clerk's staff in honor of Municipal Clerks week (May 5-11).

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- 55th Annual Professional Municipal Clerks Week

Proclamation



55TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servant; and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

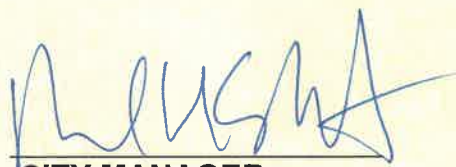
WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

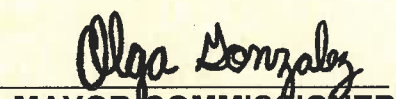
WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim May 5-11, 2024 as the "**55th Annual Professional Municipal Clerks Week**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 7th day of May, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B

Proclamation- Foster Youth Connection Month

Request

To present the Foster Youth Connection proclamation to Jeff and Ashley Call, Founders of Legacy's Gift, Inc.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Foster Youth Connection 2024 (Revised)

Proclamation



FOSTER YOUTH CONNECTION MONTH

WHEREAS, Foster Youth Connection is celebrating its 19th year in Osceola County; and

WHEREAS, connection month began in 2005 is now dedicated to its founder Evangelist Rupert Henry who is also receiving the Unity in Community Award for 2024 for his commitment to our local community; and

WHEREAS, the 2024 Foster Youth Connection Month is dedicated to Mayor Olga Gonzalez and the City of Kissimmee commissioners past and present for its longtime support of our Foster youth; and

WHEREAS, the Foster Youth Connection observation is in co-partnership with Greenway Church, The Surrender All Project and Legacy's Gift; and

WHEREAS, Legacy's Gift is under the direction of founders, Jeff and Ashley Call who are local foster parents and who also launched Legacy's Gift, INC in 2021 to Help Foster Kids Feel at Home when they are placed in a new foster home; and

WHEREAS, Legacy's Gift is now an implementing partner of CarePortal.org in Central Florida thanks to the leadership and support of Greenway Church and its Pastor Wade Mumm and Executive Pastor Marie Golia, to help in assisting our Foster Youth and families that are in crisis; and

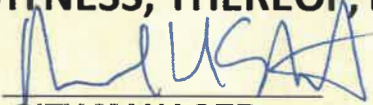
WHEREAS, Foster Youth Connection Month is supported by Greenway Church, Osceola County Guardian ad Litem, The Surrender All Project; and

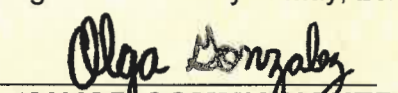
WHEREAS, Greenway Church will pray for the Foster Children in Osceola County during Foster Youth Connection Month at 7pm on Wednesday, May 1st, 2024 and Wednesday, May 22nd, 2024; and

WHEREAS, Legacy's Gift will host a PRAY AT THE FLAGPOLE observation for our Foster Youth, conducted during the City of Kissimmee Commissioners meeting at the Kissimmee City Hall, 101 Church Street, Kissimmee, FL 34741, on May 7th, 2024 at 6pm. Observation will be held at the flagpole in front of the City of Kissimmee Police Station; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of May 2024 as "**Foster Youth Connection Month**" in the City of Kissimmee and encourage our citizens of all cultures to participate in the events that support our local Foster Youth.

IN WITNESS, THEREOF, this is signed this 7th day of May, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Proclamation- Lupus Awareness Month

Request

To present a proclamation to Denise Rivera, Lupus Advocate from the Lupus Foundation.

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Lupus Awareness Month 2024 (Revised)

Proclamation



LUPUS AWARENESS MONTH

WHEREAS, each year, the Lupus Foundation of America designates May as National Lupus Awareness Month to show support for the estimated 1.5 million Americans who have Lupus and the 100,000 Floridians affected by lupus; and

WHEREAS, lupus is a cruel and mysterious chronic (lifelong) autoimmune disease in which the immune system is unbalanced, causing inflammation and tissue damage to virtually every organ system in the body; and

WHEREAS, lupus can affect any part of the body, including the skin, lungs, heart, kidneys, and brain. No organ is spared. The disease can cause seizures, strokes, heart attacks, miscarriages, and organ failure; and

WHEREAS, while lupus strikes mostly women of childbearing age, no one is safe from lupus. African Americans, Hispanics/Latinos, Asians and Native Americans are two or three times more likely to develop lupus – a disparity that remains unexplained; and

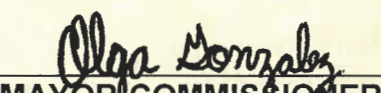
WHEREAS, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences of lupus. More than half of all people with lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis; and

WHEREAS, there has been only one new drug approved by the U.S. Food and Drug Administration specifically for lupus in 56 years; current treatments for the disease can have damaging side effects; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee, do hereby proclaim the month of May as "**Lupus Awareness Month**" and urge each of our citizens to observe this month by educating themselves on the symptoms and impact of lupus, and to join with the Florida Chapter of the Lupus Foundation of America in supporting programs of research, education, and community service.

IN WITNESS, THEREOF, this is signed this 7th day of May, 2024.


CITY MANAGER


MAYOR/COMMISSIONER



ITEM 3.D

Proclamation- Economic Development Week

Request

To present a proclamation to Ms. Shannon McAleavey of Orlando Economic Partnership in honor of Economic Development Week.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Economic Development Week

Proclamation



ECONOMIC DEVELOPMENT WEEK

WHEREAS, more than 100,000 economic development or related professionals worldwide are committed to creating, retaining and expanding top-tier opportunities that facilitate long-term, equitable community growth; and

WHEREAS, the economic development profession cultivates thriving neighborhoods, champions sustainability and resiliency, boosts economic prosperity, enhances the quality of life, and builds robust tax bases; and

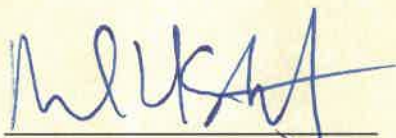
WHEREAS, economic development professionals operate throughout diverse economic environments, including rural, suburban, and urban settings; local, state, provincial, and national governments; public-private partnerships; chambers of commerce; institutions of higher education; among many similar organizations and associations; and

WHEREAS, economic development professionals serve as stewards, bridging connections between community stakeholders such as residents, business leaders, elected officials, industry executives, and educational administrations, to collaborate in promoting job creation, community investment, infrastructure advancements, and an optimistic future; and

WHEREAS, economic developers contribute to the betterment and progress of the City of Kissimmee within Osceola County, Florida, by encouraging quality job growth that pays a family sustaining wage also resulting in new capital investment; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby recognize the week of May 6 through May 10, 2024, as "**Economic Development Week**" and remind individuals of the importance of this community celebration which supports expanding opportunities, bettering lives, and moving the economy forward.

IN WITNESS, THEREOF, this is signed this 7th day of May, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.E

Employee of the Month for May

Request

That the Commission join the City Manager in recognizing Annette Tillett of the Police Department as the Employee of the Month for May.

Explanation

The City is pleased to honor Annette Tillett as the Employee of the Month for May. Annette has been with the City for over 9 ½ years and currently serves as a Records Clerk II for the Kissimmee Police Department.

Annette has consistently demonstrated a remarkable willingness to assist her colleagues and lend a helping hand whenever needed. Her readiness to provide guidance and support, coupled with her eagerness to train others, has significantly enhanced the team's overall productivity and cohesion.

Annette's patience and proactive approach have been instrumental in ensuring that tasks are completed efficiently and effectively. She consistently remains one step ahead, anticipating challenges and implementing solutions in a timely manner. Her dedication to excellence is truly commendable and serves as a source of inspiration for her peers.

Additionally, Annette's positive attitude and friendly demeanor have contributed immensely to fostering a collaborative and enjoyable work environment. She is always the first to initiate friendly conversations, creating a welcoming atmosphere that encourages open communication and camaraderie among team members. For this and more, the City would like to recognize Annette Tillett.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.F**Recognition of Certified Municipal Clerk Designation****Request**

Presentation to recognize Tameara Crespo, Deputy City Clerk, as a Certified Municipal Clerk.

Explanation

Gwen Peirce, representing the Central East District for the Florida Association of City Clerks (FACC) will make a presentation to recognize Tameara Crespo who was recently awarded her CMC Certification (Certified Municipal Clerk). This prestigious distinction is awarded after several years of continued education and experience. IIMC grants the CMC designation only to those Municipal Clerks who complete demanding educational requirements, and who have a record of significant contributions to their local government, community and state.

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 4.A

Public Hearing - Second and Final Reading - Re-adoption of Ordinance #3092 to comply with the Florida Department of Commerce's transmittal requirements

Request

Re-adopt Ordinance #3092 to comply with the Florida Department of Commerce's 10 working day transmittal requirement.

Explanation

Ordinance #3092, the Hilliard Isle Land Use Amendment (LUPA-22-0006) was adopted at the January 16, 2024, City Commission meeting. Pursuant to Florida Statute 163.3184(3) after adoption by the City Commission, all comprehensive plan amendments must be transmitted to the state, Florida Department of Commerce, within ten (10) working days. The documents were not transmitted within that time-frame, and therefore rejected. To cure the error, the City must re-adopt the Ordinance and re-transmit it to the Florida Department of Commerce, Bureau of Community Planning & Growth. There are no changes proposed to the previously adopted Ordinance #3092.

Recommendation

Re-adopt Ordinance #3092 to comply with Florida Commerce's 10 working day transmittal requirement.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. ORD 3092 - Hilliard Isle Land Use Amendment (LUPA-22-0006)
2. Florida Commerce 23-01ESR Letter
3. City Commission Ad

PROPOSED ORDINANCE NO. 23-20
ORDINANCE NO. # 3092

**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.**

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 3050 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

WHEREAS, the City of Kissimmee has advertised as required by law for two (2) public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

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

SECTION 1. Amend the Land Use Plan as to the following area:

FROM: Low Density Residential (LDR), Multiple Family Medium Density (MF-MDR), and Single Family Low Density (SF-LDR) – County & City

TO: Single Family Low Density (SF-LDR), Commercial General (CG), Multiple Family Medium Density (MF-MDR), and Conservation Area (CONS) – City

The subject property is located at Parcel ID(s): **08-25-30-00U0-0030-0000, 08-25-30-00U0-0010-0000, 09-25-30-00U0-0010-0000, 09-25-30-00U0-0020-0000, 09-25-30-0000-0060-0000, 09-25-30-0000-0030-0000, 09-25-30-0000-0040-0000, 09-25-30-0000-0050-0000, 10-25-30-0000-0580-0000, 16-25-30-0000-0026-0000, 17-25-30-0000-0060-0000, 09-25-30-0000-0090-0000, 09-25-30-0000-0080-0000, 09-25-30-0000-0085-0000, 08-25-30-0000-0090-0000, 09-25-30-0000-0027-0000**

Legal Description:

That part of Sections 8, 9 10, 15, 16 and 17, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right-of-way line of Simpson Road (County Road 530), SR PARCEL 1098, described in Official Records

Book 6341, Page 2263 and Official Records Book 6344, Page 154, of the Public Records of Osceola County, Florida; thence run the following courses along said East Right-of-way line: S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet and a chord bearing of S15°07'59"W; thence Southerly along the arc of said curve through a central angle of 28°30'01" for a distance of 437.00 feet to the point of tangency; thence S29°23'00"W, 2127.53 feet to the point of curvature of a curve concave Northwesterly having a radius of 2924.43 feet and a chord bearing of S31°38'33"W; thence Southwesterly along the arc of said curve through a central angle of 04°31'07" for a distance of 230.63 feet to a non-tangent line and the South line of said Northeast 1/4 of Section 8; thence departing said East Right-of-way line run S89°40'02"E along said South line, 2515.25 feet to the Northeast corner of HILLIARD PLACE, according to the plat thereof, as recorded in Plat Book 5, Page 172 of said Public Records; thence S00°28'52"W along the East line of said plat, 1325.46 feet to the Northerly Right-of-way line of Hilliard Isle road, as shown in County Road Map Book 1, Pages 118 through 126 of said Public Records; thence run the following courses along the Northerly, Easterly and Southerly Right-of-way lines of said Hilliard Isle Road: S89°36'56"E, 363.38 feet; thence N89°48'52"E, 290.22 feet; thence N82°20'53"E, 85.47 feet; thence S89°03'14"E, 142.37 feet; thence N89°50'41"E, 324.99 feet; thence S89°16'05"E, 603.55 feet; thence S89°30'27"E, 214.98 feet; thence S89°19'40"E, 388.97 feet; thence S89°30'01"E, 360.64 feet; thence S01°04'09"E, 43.23 feet; thence N89°24'56"W, 135.91 feet; thence S84°37'08"W, 226.34 feet; thence N89°42'34"W, 384.57 feet; thence N89°24'33"W, 288.14 feet; thence S86°31'27"W, 36.52 feet; thence N89°31'43"W, 378.55 feet; thence N89°50'05"W, 391.79 feet; thence N00°09'55"E, 21.22 feet; thence N89°32'08"W, 799.48 feet; thence S89°33'10"W, 134.70 feet to the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 9; thence, departing aforesaid Right-of-way line of Hilliard Isle Road, S00°28'52"W along said West line, 388.35 feet; thence departing said West line run S89°59'50"W, 185.39 feet to the Northeast corner of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records; thence S00°29'12"W along the East line of said plat, 461.18 feet to the Southeast corner of said plat; thence N88°31'34"W along the South line of said plat, 111.50 feet to the Northeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence S00°29'12"W along the East line of said Plat, 462.00 feet to the Southeast corner of said Plat and the North line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records; thence S88°31'34"E along said North line, 297.00 feet to the Northeast corner of said Plat; thence S00°14'56"W along the East line of said plat, 432.86 feet to the Southeast corner of said plat; thence N89°11'18"W along the South line of said plat, 809.76 feet to the Southwest corner of said plat; thence N00°15'52"E along the West line of said plat, 9.50 feet to the Southeast Corner of KENLEIGH OAKS, according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records; thence N88°32'07"W along the Southerly boundary of said plat, KENLEIGH OAKS, 1026.80 feet; thence N00°05'52"W along said Southerly boundary, 32.98 feet; thence N88°31'30"W along said Southerly boundary, 60.02 feet to the Northeast corner of Lot 6, TIERRA DEL SOL UNIT II – 1ST ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records; thence S00°05'52"E along the East line of said Lot 6, a distance of 114.89 feet to the Southeast corner of said Lot 6; thence S89°11'18"E along the North line of said plat, TIERRA DEL SOL UNIT II – 1ST ADDITION and the North line of TIERRA DEL SOL UNIT II – 3RD ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records, 1549.14 feet to the Northeast corner of said plat, TIERRA DEL SOL UNIT II – 3RD ADDITION; thence S00°14'56"W along the East line

of said plat, 1163.21 feet to the Southeast corner of said plat; thence N89°22'23"W, along the South line of said plat and the Westerly prolongation thereof, 553.25 feet to the East line of Tract "A", TIERRA DEL SOL UNIT II – 2ND ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence S00°14'56"W along said East line, 975.82 feet to the Southeast corner of said Tract "A"; thence S89°22'23"E along the South line of the Northeast 1/4 of said Section 17, a distance of 899.98 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4, a distance of 1276.75 feet to the Southwest corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records and a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of N27°00'55"E; thence Northeasterly along the West line of said Right of Way Deed and the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to the North corner of said Right of Way Deed and a non-tangent line; thence S00°15'05"W along the East line of said Right of Way Deed, 89.61 feet to the Southeast corner of said Right of Way Deed; thence S89°35'11"E along the aforesaid South line of the Northwest 1/4 of Section 16, a distance of 938.40 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A", said point lying S89°35'11"E, 19.10 feet from the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of said Public Records; thence, from Reference Point "A", run Northerly along said shoreline, 11600 feet, more or less to a point on the North line of the Southeast 1/4 of said Section 9, lying N11°21'41"E, 5363.44 feet from said Reference Point "A"; thence N88°48'03"W along said North line, 396.41 feet to the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848 and Reference Point "B"; thence N32°46'20"W along said meander line, 636.36 feet to the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "C"; thence Northerly along said shoreline 950 feet, more or less, to a point on aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "C"; thence N32°46'20"W along said meander line, 2329.15 feet to the North line of the Northwest 1/4 of said Section 9 and a point lying N32°46'20"W, 3273.20 feet from aforesaid Reference Point "B"; thence S89°59'13"W along said North line, 1055.95 feet to POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 830 acres more or less and being subject to any claim of the State of Florida to East Lake Tohopekaliga, and any rights-of way, restrictions and easements of record.

SECTION 2. That a copy of said Land Use Plan Amendment is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Kissimmee.

SECTION 4. That all ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this 16th day of January, 20 24.



ATTEST:

Linda S. Hansell

City Clerk

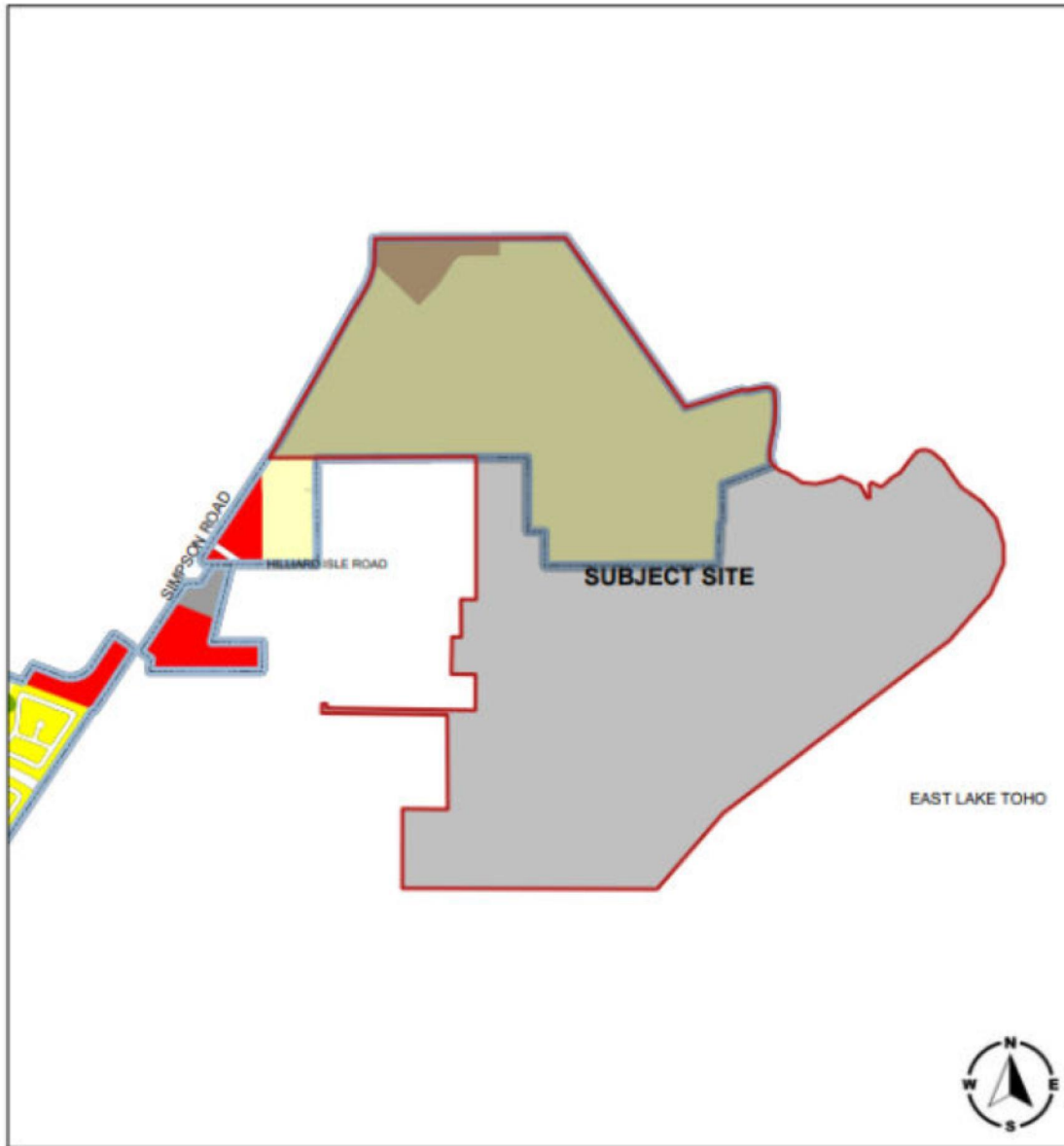
Olga Gonzalez

Mayor - Commissioner

Approved as to form and legality:

Olga Sanchez de Fuentes

City Attorney



September 11, 2023

City Limits

CITY

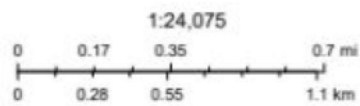
COUNTY

Future Land Use

SF-LDR (Single Family Low Density Residential)

SF-MDR (Single Family Medium Density Residential)

MH-MDR (Mobile Home Medium Density Residential)



Published Daily
ORANGE County, Florida

Sold To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL 34741

Bill To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL 34741

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Dec 08, 2023.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Signature of Affiant

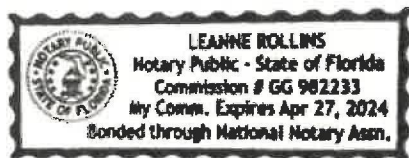
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 8 day of January, 2024,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7544376

CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING NOTICE OF LAND USE CHANGE

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the **Second and Final Reading** and Transmittal Hearing of the proposed ordinance on **Tuesday, January 16, 2024** at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE #23-20: 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.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3050. The proposed Ordinance would amend the 2025 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: Low Density Residential (LDR), Multiple Family Medium Density (MF-MDR), and Single Family Low Density (SF-LDR) – County & City

TO: Single Family Low Density (SF-LDR), Commercial General (CG), Multiple Family Medium Density (MF-MDR), and Conservation Area (CONS) – City

The subject property is located at Parcel ID: 08-25-30-0000-0030-0000, 08-25-30-0000-0010-0000, 09-25-30-0000-0010-0000, 09-25-30-0000-0020-0000, 09-25-30-0000-0060-0000, 09-25-30-0000-0030-0000, 09-25-30-0000-0040-0000, 09-25-30-0000-0050-0000, 10-25-30-0000-0080-0000, 16-25-30-0000-0026-0000, 17-25-30-0000-0060-0000, 09-25-30-0000-0090-0000, 09-25-30-0000-0080-0000, 09-25-30-0000-0085-0000, 08-25-30-0000-0090-0000, 09-25-30-0000-0027-0000

Legal Description:

That part of Sections 8, 9, 10, 15, 16 and 17, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right-of-way line of Simpson Road (County Road 530), SR PARCEL 1098, described in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154, of the Public Records of Osceola County, Florida; thence run the following courses along said East Right-of-way line: S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet and a chord bearing of S15°07'59"W; thence Southerly along the arc of said curve through a central angle of 28°30'01" for a distance of 437.00 feet to the point of tangency; thence S29°23'00"W, 2127.53 feet to the point of curvature of a curve concave Northwesterly having a radius of 2924.43 feet and a chord bearing of S31°38'33"W; thence Southwesterly along the arc of said curve through a central angle of 04°31'07" for a distance of 230.63 feet to a non-tangent line and the South line of said Northeast 1/4 of Section 8; thence departing said East Right-of-way line run S89°40'02"E along said South line, 2515.25 feet to the Northeast corner of HILLIARD PLACE, according to the plat thereof, as recorded in Plat Book 5, Page 172 of said Public Records; thence S00°28'52"W along the East line of said plat, 1325.46 feet to the Northerly Right-of-way line of Hilliard Isle Road, as shown in County Road Map Book 1, Pages 118 through 126 of said Public Records; thence run the following courses along the Northerly, Easterly and Southerly Right-of-way lines of said Hilliard Isle Road: S89°36'56"E, 363.38 feet; thence N89°48'52"E, 290.22 feet; thence N82°20'53"E, 85.47 feet; thence S89°03'14"E, 142.37 feet; thence N89°50'41"E, 324.99 feet; thence S89°16'05"E, 603.55 feet; thence S89°30'27"E, 214.98 feet; thence S89°19'40"E, 388.97 feet; thence S89°30'01"E, 360.64 feet; thence S01°04'09"E, 43.23 feet; thence N89°24'56"W, 135.91 feet; thence S84°37'08"W, 226.34 feet; thence N89°42'34"W, 384.57 feet; thence N89°24'33"W, 288.14 feet; thence S86°31'27"W, 36.52 feet; thence N89°31'43"W, 378.55 feet; thence N89°50'05"W, 391.79 feet; thence N00°09'55"E, 21.22 feet; thence N89°32'08"W, 799.48 feet; thence S89°33'10"W, 134.70 feet to the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 9; thence, departing aforesaid Right-of-way line of Hilliard Isle Road, S00°28'52"W along said West line, 388.35 feet; thence departing said West line run S89°59'50"W, 185.39 feet to the Northeast corner of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records; thence S00°29'12"W along the East line of said plat, 461.18 feet to the Southeast corner of said plat; thence N88°31'34"W along the South line of said plat, 111.50 feet to the Northeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence S00°29'12"W along the East line of said plat, 462.00 feet to the Southeast corner of said Plat and the North line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records; thence S88°31'34"E along said North line, 297.00 feet to the Northeast corner of said Plat; thence S00°14'56"W along the East line of said plat, 432.86 feet to the Southeast corner of said plat; thence N89°11'18"W along the South line of said plat, 809.76 feet to the Southwest corner of said plat; thence N00°15'52"E along the West line of said plat, 9.50 feet to the Southeast Corner of KENLEIGH OAKS, according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records; thence N88°32'07"W along the Southerly boundary of said plat, KENLEIGH OAKS, 1026.80 feet; thence N00°05'52"W along said Southerly boundary, 32.98 feet; thence N88°31'30"W along said Southerly boundary, 60.02 feet to the Northeast corner of Lot 6, TIERRA DEL SOL UNIT II – 1ST ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records; thence S00°05'52"E along the East line of said Lot 6, a distance of 114.89 feet to the Southeast corner of said Lot 6;

thence S89°11'18"E along the North line of said plat, TIERRA DEL SOL UNIT II – 1ST ADDITION and the North line of TIERRA DEL SOL UNIT II – 3RD ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records, 1549.14 feet to the Northeast corner of said plat, TIERRA DEL SOL UNIT II – 3RD ADDITION; thence S00°14'56"W along the East line of said plat, 1163.21 feet to the Southeast corner of said plat; thence N89°22'23"W, along the South line of said plat and the Westerly prolongation thereof, 553.25 feet to the East line of Tract "A", TIERRA DEL SOL UNIT II – 2ND ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence S00°14'56"W along said East line, 975.82 feet to the Southeast corner of said Tract "A"; thence S89°22'23"E along the South line of the Northeast 1/4 of said Section 17, a distance of 899.98 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4, a distance of 1276.75 feet to the Southwest corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records and a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of N27°00'55"E; thence Northeasterly along the West line of said Right of Way Deed and the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to the North corner of said Right of Way Deed and a non-tangent line; thence S00°15'05"W along the East line of said Right of Way Deed, 89.61 feet to the Southeast corner of said Right of Way Deed; thence S89°35'11"E along the aforesaid South line of the Northwest 1/4 of Section 16, a distance of 938.40 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A", said point lying S89°35'11"E, 19.10 feet from the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of said Public Records; thence, from Reference Point "A", run Northerly along said shoreline, 11600 feet, more or less to a point on the North line of the Southeast 1/4 of said Section 9, lying N11°21'41"E, 5363.44 feet from said Reference Point "A"; thence N88°48'03"W along said North line, 396.41 feet to the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848 and Reference Point "B"; thence N32°46'20"W along said meander line, 636.36 feet to the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "C"; thence Northerly along said shoreline 950 feet, more or less, to a point on aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "C"; thence N32°46'20"W along said meander line, 2329.15 feet to the North line of the Northwest 1/4 of said Section 9 and a point lying N32°46'20"W, 3273.20 feet from aforesaid Reference Point "B"; thence S89°59'13"W along said North line, 1055.95 feet to POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 830 acres more or less and being subject to any claim of the State of Florida to East Lake Tohopekaliga, and any rights-of-way, restrictions and easements of record.

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.

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

LUPA 22-0006



Reference # LUPA-22-0006
HILLIARD ISLE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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

Published Daily
ORANGE County, Florida

Sold To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

Bill To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Dec 08, 2023.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Signature of Affiant

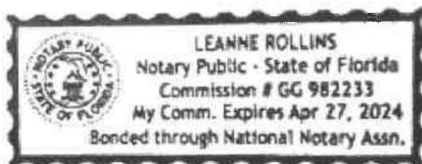
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 14 day of December, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

[illegible]

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

[illegible]

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

April 9, 2024

Ms. Brenda Ryan
Senior Planner
City of Kissimmee
Development Services Department
101 Church Street
Kissimmee, Florida 34741-5054

RE: Amendment not Transmitted within 10 Working Days Timeframe
City of Kissimmee 23-01ESR,

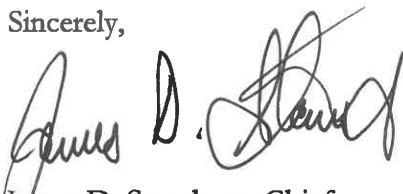
Dear Ms. Ryan:

On April 5, 2024, the Florida Department of Commerce received the adopted amendment package to the City of Kissimmee's Comprehensive Plan, amendment number COM# 23-01ESR. Pursuant to Section 163.3184(3), F.S., all comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the second public hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph 163.3184(3)(b)2., F.S. The amendment was adopted on January 16, 2024, and transmitted on April 5, 2024, which is more than 10 working days after adoption. Therefore, this adopted amendment will not be processed as submitted.

However, according to the Department's records the City of Kissimmee is still within the 180-day timeframe for adopting the amendment pursuant to subparagraph 163.3184(3)(c)1., F.S. The 180-day deadline calculated from the Department's letter dated November 3, 2023, and with consideration of Final Order Number COM-23-030, is August 24, 2024. Therefore, the City of Kissimmee may choose to rescind, readopt, and resubmit this comprehensive plan amendment in accordance with the requirements of Section 163.3184(3), F.S. by August 24, 2024. If the City cannot accomplish the readoption by August 24, 2024, the 180-day deadline can be extended pursuant to Section 163.3184(3)(c)1., F.S.

If we may be of further assistance, please contact Donna Harris, Plan Processor, at 850-717-8491 or via email at Donna.Harris@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/dh

cc: External Agencies



CITY OF KISSIMMEE

Development Services Department • Planning Division
101 Church Street • Kissimmee, Florida 34741-5054
Phone: 407-518-2140 • Fax: 407-518-2497
Email: planning@kissimmee.gov

April 5, 2024

Department of Economic Opportunity
Attention: Barbara Powell, Plan Processing Administrator
State Land Planning Agency
Caldwell Building
107 East Madison Street - MSC 160
Tallahassee, Florida 32399-4120

RE: Adopted Amendment to the City of Kissimmee Comprehensive Plan
Submitted for Expedited State Review: Hilliard Isle Large Scale Future Land Use
Map Amendment – 23-01ESR

Dear Barbara Powell:

The City of Kissimmee is pleased to submit this adopted amendment to the Department of Economic Opportunity (DEO) for Expedited State Review pursuant to Florida Statutes.

Enclosed please find the adopted amendment package 23-01 ESR in Portable Document Format (PDF). The State Land Planning Agency is requested to perform an expedited state review of the amendment. The date of this letter is the date the package was uploaded to DEO's submittal portal for review.

Pursuant to the submittal guidelines on the Division of Community Planning website, we have included the following information in this adoption letter:

- 1) The Planning Advisory Board meeting was held on September 6, 2023. The Kissimmee City Commission transmittal public hearing was held on October 3, 2023 and the City Commission adoption public hearing was held on January 16, 2024.
- 2) By copy of this letter to the appropriate reviewing agencies listed below, we certify that a copy of a complete amendment package in PDF format, including supporting data and analysis, has been sent to each of the various reviewing agencies.
- 3) A summary of the plan amendment is provided herein. For each amendment listed, we have attached a complete amendment package.

This package contains one amendment, which is described below. Concurrency rescission was not a component of the amendment.

- 4) The amendment is not located in an area of critical state concern.

If you need any additional information regarding the proposed amendment, please contact Brenda Ryan at the above address by telephone at (407) 518-2104, or e-mail (brenda.ryan@kissimmee.gov).

We appreciate your time and consideration in the expedited review of this amendment.

Sincerely,



Brenda Ryan, AICP
Planning Manager

Enclosures: Adoption Package; Hilliard Isle Large Scale Land Use Map Amendment (23-01ESR)(LUPA-22-0006)

- c: East Central Florida Regional Planning Council
South Florida Water Management District
Florida Department of Transportation, District 5
Florida Department of Environmental Protection
Florida Department of Education
Osceola County Planning & Zoning
Department of State, Division of Historical Resources

Atracciones / Attractions

CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING NOTICE OF LAND USE CHANGE

The City of Kissimmee proposes to re-adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the re-adoption hearing of the proposed ordinance on **Tuesday, May 7, 2024** at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

ORDINANCE #3092: 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.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3050 and re-adopt Ordinance No. 3092. The Ordinance would amend the 2025 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: **Low Density Residential (LDR), Multiple Family Medium Density (MF- MDR), and Single Family Low Density (SF-LDR) – County & City**

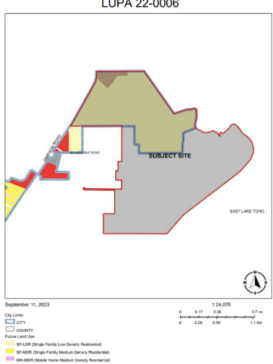
TO: **Single Family Low Density (SF-LDR), Commercial General (CG), Multiple Family Medium Density (MF-MDR), and Conservation Area (CONS) – City**

The subject property is located at **Parcel ID: 08-25-30-00U0-0030-0000, 08-25-30-00U0-0010-0000, 09-25-30-00U0-0010-0000, 09-25-30-00U0-0020-0000, 09-25-30-0000-0060-0000, 09-25-30-0000-0030-0000, 09-25-30-0000-0040-0000, 09-25-30-0000-0050-0000, 10-25-30-0000-0580-0000, 16-25-30-0000-0026-0000, 17-25-30-0000-0060-0000, 09-25-30-0000-0090-0000, 09-25-30-0000-0080-0000, 09-25-30-0000-0085-0000, 08-25-30-0000-0090-0000, 09-25-30-0000-0027-0000**

Legal Description:
That part of Sections 8, 9 10, 15, 16 and 17, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:
BEGIN at the Northeast corner of said Section 8; thence S89°51'46" W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right-of-way line of Simpson Road (County Road 530), SR PARCEL 1098, described in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154, of the Public Records of Osceola County, Florida; thence run the following courses along said East Right-of-way line: S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet and a chord bearing of S15°07'59"W; thence Southerly along the arc of said curve through a central angle of 28°30'01" for a distance of 437.00 feet to the point of tangency; thence S29°23'00"W, 2127.53 feet to the point of curvature of a curve concave Northwesterly having a radius of 2924.43 feet and a chord bearing of S31°38'33"W; thence Southwesterly along the arc of said curve through a central angle of 04°31'07" for a distance of 230.63 feet to a non-tangent line and the South line of said Northeast 1/4 of Section 8; thence departing said East Right-of-way line run S89°40'02"E along said South line, 2515.25 feet to the Northeast corner of HILLIARD PLACE, according to the plat thereof, as recorded in Plat Book 5, Page 172 of said Public Records; thence S00°28'52"W along the East line of said plat, 1325.46 feet to the Northerly Right-of-way line of Hilliard Isle road, as shown in County Road Map Book 1, Pages 118 through 126 of said Public Records; thence run the following courses along the Northerly, Easterly and Southerly Right-of-way lines of said Hilliard Isle Road: S89°36'56"E, 363.38 feet; thence N89°48'52"E, 290.22 feet; thence N82°20'53"E, 85.47 feet; thence S89°03'14"E, 142.37 feet; thence N89°50'41"E, 324.99 feet; thence S89°16'05"E, 603.55 feet; thence S89°30'27"E, 214.98 feet; thence S89°19'40"E, 388.97 feet; thence S89°30'01"E, 360.64 feet; thence S01°04'09"E, 43.23 feet; thence N89°24'56"W, 135.91 feet; thence S84°37'08"W, 226.34 feet; thence N89°42'34"W, 384.57 feet; thence N89°24'33"W, 288.14 feet; thence S86°31'27"W, 36.52 feet; thence N89°31'43"W, 378.55 feet; thence N89°50'05"W, 391.79 feet; thence N00°09'55"E, 21.22 feet; thence N89°32'08"W, 799.48 feet; thence S89°33'10"W, 134.70 feet to the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 9; thence, departing aforesaid Right-of-way line of Hilliard Isle Road, S00°28'52"W along said West line, 388.35 feet; thence departing said West line run S89°59'50"W, 185.39 feet to the Northeast corner of VALENCIA WOODS, according to the plat thereof, as recorded in Plat Book 4, Page 72, of said Public Records; thence S00°29'12"W along the East line of said plat, 461.18 feet to the Southeast corner of said plat; thence N88°31'34"W along the South line of said plat, 111.50 feet to the Northeast corner of GREENWOOD ESTATES SUBDIVISION II, according to the plat thereof, as recorded in Plat Book 4, Page 105, of said Public Records; thence S00°29'12"W along the East line of said Plat, 462.00 feet to the Southeast corner of said Plat and the North line of VEERASAMMY ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 61, of said Public Records; thence S88°31'34"E along said North line, 297.00 feet to the Northeast corner of said Plat; thence S00°14'56"W along the East line of said plat, 432.86 feet to the Southeast corner of said plat; thence N89°11'18"W along the South line of said plat, 809.76 feet to the Southwest corner of said plat; thence N00°15'52"E along the West line of said plat, 9.50 feet to the Southeast Corner of KENLEIGH OAKS, according to the plat thereof, as recorded in Plat Book 8, Page 60 of said Public Records; thence N88°32'07"W along the Southerly boundary of said plat, KENLEIGH OAKS, 1026.80 feet; thence N00°05'52"W along said Southerly boundary, 32.98 feet; thence N88°31'30"W along said Southerly boundary, 60.02 feet to the Northeast corner of Lot 6, TIERRA DEL SOL UNIT II – 1ST ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 83 of said Public Records; thence S00°05'52"E along the East line of said Lot 6, a distance of 114.89 feet to the Southeast corner of said Lot 6; thence S89°11'18"E along the North line of said plat, TIERRA DEL SOL UNIT II – 1ST ADDITION and the North line of TIERRA DEL SOL UNIT II – 3RD ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 142 of said Public Records, 1549.14 feet to the Northeast corner of said plat, TIERRA DEL SOL UNIT II – 3RD ADDITION; thence S00°14'56"W along the East line of said plat, 1163.21 feet to the Southeast corner of said plat; thence N89°22'23"W, along the South line of said plat and the Westerly prolongation thereof, 553.25 feet to the East line of Tract "A", TIERRA DEL SOL UNIT II – 2ND ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 141 of said Public Records; thence S00°14'56"W along said East line, 975.82 feet to the Southeast corner of said Tract "A"; thence S89°22'23"E along the South line of the Northeast 1/4 of said Section 17, a distance of 899.98 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence S89°35'11"E along the South line of said Northwest 1/4, a distance of 1276.75 feet to the Southwest corner of lands described in Right of way Deed, recorded in Official Records Book 202, Page 405 of said Public Records and a non-tangent curve concave Southeasterly having a radius of 1196.22 feet and a chord bearing of N27°00'55"E; thence Northeasterly along the West line of said Right of Way Deed and the arc of said curve through a central angle of 04°48'05" for a distance of 100.24 feet to the North corner of said Right of Way Deed and a non-tangent line; thence S00°15'05"W along the East line of said Right of Way Deed, 89.61 feet to the Southeast corner of said Right of Way Deed; thence S89°35'11"E along the aforesaid South line of the Northwest 1/4 of Section 16, a distance of 938.40 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A", said point lying S89°35'11"E, 19.10 feet from the Northeast corner of KISSIMMEE BAY, according to the plat thereof, as recorded in Plat Book 6, Pages 76 through 82 of said Public Records; thence, from Reference Point "A", run Northerly along said shoreline, 11600 feet, more or less to a point on the North line of the Southeast 1/4 of said Section 9, lying N11°21'41"E, 5363.44 feet from said Reference Point "A"; thence N88°48'03"W along said North line, 396.41 feet to the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848 and Reference Point "B"; thence N32°46'20"W along said meander line, 636.36 feet to the aforesaid shoreline of East Lake Tohopekaliga and Reference Point "C"; thence Northerly along said shoreline 950 feet, more or less, to a point on aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "C"; thence N32°46'20"W along said meander line, 2329.15 feet to the North line of the Northwest 1/4 of said Section 9 and a point lying N32°46'20"W, 3273.20 feet from aforesaid Reference Point "B"; thence S89°59'13"W along said North line, 1055.95 feet to POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 830 acres more or less and being subject to any claim of the State of Florida to East Lake Tohopekaliga, and any rights-of way, restrictions and easements of record.

The amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.
Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.



Reference # LUPA-22-0006; Ord.#3092
HILLIARD ISLE

CITY COMMISSION
KISSIMMEE, FLORIDA

In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.
In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

Universal Orlando Resort revela detalles estelares sobre sus dos hoteles nuevos

Orlando, FL - El 11 de abril Universal Orlando Resort revela detalles inspiradores sobre sus dos nuevas estrellas brillantes, Universal Stella Nova Resort, que abrirá el 21 de enero de 2025, y Universal Terra Luna Resort, que abrirá el 25 de febrero de 2025.

Con un total combinado de 1,500 habitaciones luminosas, ultramodernas y surrealistas, Stella Nova Resort y Terra Luna Resort ofrecen aún más opciones para que los visitantes experimenten sin problemas todas las emociones asombrosas de unas vacaciones en Universal Orlando a un precio asequible desde \$147 (por noche, más impuestos) basado en una estadía de cuatro noches o más. A continuación, se muestra una descripción general de lo que los visitantes experimentarán en estos radiantes hoteles.

TEMAS Y ALOJAMIENTOS DE OTRO MUNDO

Universal Stella Nova Resort es un lugar donde los visitantes partirán hacia increíbles aventuras en los parques temáticos y aterrizarán para relajarse y recargar energías entre la diversión. Diseñado para reflejar la infinita inmensidad del universo.

Universal Terra Luna Resort representa otro mundo dentro de Universal Orlando, invitando a los visitantes a explorar lo desconocido y llegar a planetas que aún no se han descubierto. Aquí, los visitantes se encontrarán en medio de una extraordinaria zona de aterrizaje dentro de un sistema solar.

TIENDAS DE COMIDA Y BEBIDAS DE INSPIRACIÓN CÓSMICA

Stella Nova Resort y Terra Luna Resort ofrecen una variedad de opciones gastronó-



Universal Orlando Resort reveals stellar details about its two newest hotels

Orlando, FL - On April 11th, Universal Orlando Resort reveals inspiring details about its two newest shining stars, Universal Stella Nova Resort, opening January 21, 2025, and Universal Terra Luna Resort, opening February 25, 2025.

Boasting a combined total of 1,500 luminous, ultramodern and surreal guest rooms, Stella Nova Resort and Terra Luna Resort provide even more options for guests to seamlessly experience all the jaw-dropping thrills of a Universal Orlando vacation at an affordable price point starting at \$147 (per night, plus tax) based on a stay of four nights or more. Below is an overview of what guests will experience at these radiant hotels.

OTHERWORLDLY THEMES AND ACCOMMODATIONS

Universal Stella Nova Resort is a place where guests will take off for amazing adventures at the theme parks and touch down for relaxation and recharging in between the fun. Designed to reflect the infinite vastness of the universe.

Universal Terra Luna Resort represents another world within Universal Orlando – inviting guests to explore the unknown and step onto planets that have yet to be discovered. Here, guests will find themselves in the midst of a landing zone within an awe-inspiring solar system.

COSMIC-INSPIRED FOOD & BEVERAGE OUTLETS

Stella Nova Resort and Terra Luna Resort offer a variety of unique dining op-

tics únicas para los huéspedes que buscan comer o tomar un refrigerio rápido entre visitas a los parques, que incluyen: Cosmos Cafe and Market en Stella Nova Resort y Omega Cafe and Market en Terra Luna Resort y Galaxy Bar y Galaxy Grill en Stella Nova Resort y Moonrise Bar y Moonrise Grill en Terra Luna Resort, entre otros.

AMENIDADES ESTELAR

Stella Nova Resort y Terra Luna Resort son mucho más que simples lugares para dormir; cada hotel ofrece una variedad de increíbles comodidades para que los visitantes se relajen y disfruten de días exclusivos en el resort tanto como de días en los parques temáticos, que incluyen: piscinas estilo resort, gimnasios, salas de juegos, salas de recreación, y tiendas de Universal Orlando Resort.

BENEFICIOS EXCLUSIVOS PARA LOS PARQUES TEMÁTICOS

Alojarse en cualquier hotel de Universal Orlando Resort es la mejor manera de experimentar todo lo que el destino tiene para ofrecer con la inclusión de beneficios exclusivos para los parques temáticos. Los visitantes que se alojen en Stella Nova Resort o Terra Luna Resort, o en cualquiera de los otros hoteles de Universal Orlando.

Stella Nova Resort y Terra Luna Resort están adyacentes a Universal Epic Universe y a solo minutos de los parques temáticos existentes de Universal Orlando.

Puede hacer reservas o comprar paquetes de vacaciones en Stella Nova Resort y Terra Luna Resort, visitando www.UniversalOrlando.com/StellaTerraResorts.

tions for guests looking to have a meal or grab a quick snack in between visits to the parks, including: Cosmos Cafe and Market at Stella Nova Resort and Omega Cafe and Market at Terra Luna Resort, Galaxy Bar and Galaxy Grill at Stella Nova Resort and Moonrise Bar and Moonrise Grill at Terra Luna Resort among others.

STELLAR AMENITIES

Stella Nova Resort and Terra Luna Resort are so much more than just places to sleep; each hotel offers a variety of incredible amenities for guests to kick back and enjoy dedicated resort days just as much as theme park days, including: Resort-style pools, fitness centers, game rooms, recreation rooms , and Universal Orlando Resort stores.

EXCLUSIVE THEME PARK BENEFITS

Staying at any Universal Orlando Resort hotel is the best way to experience all that the destination has to offer with the inclusion of exclusive theme park benefits. Guests staying at Stella Nova Resort or Terra Luna Resort, or any of the other Universal Orlando hotels.

Stella Nova Resort and Terra Luna Resort are adjacent to Universal Epic Universe and just minutes away from the existing Universal Orlando theme parks.

Guests can book reservations or vacation packages at Stella Nova Resort and Terra Luna Resort visiting www.UniversalOrlando.com/StellaTerraResorts.

ITEM 7.A**Approval of City Commission Minutes from the April 16, 2024 Airport Workshop and Commission meeting****Request**

Request Commission approval of the April 16, 2024 Commission meeting and Airport Workshop minutes.

Explanation

Minutes of the Commission meeting and Workshop held on April 16, 2024 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Department: City Commission

Presenter:

Attachment(s):

1. (S) - CCM MIN APR 16 2024 (Airport Workshop)
2. (S) - CCM MIN APR 16 2024 (Commission Meeting)



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
(AIRPORT WORKSHOP)
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 16, 2024 AT 3:00 PM**

1. MEETING CALLED TO ORDER

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

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Assistant City Manager Austin Blake, Deputy City Clerk Tameara Crespo, Airport Director Shaun Germolus, Economic Development Director Tom Tomerlin

Members Absent: Commissioner Angela Eady, Deputy City Manager Desiree Matthews

Mayor Gonzalez called the meeting to order at 3:01 PM.

2. DISCUSSION ITEMS

2.A Airport Update Presentation and Discussion

City Manager Mike Steigerwald provided a brief introduction and turned the workshop over to Aviation Director, Shaun Germolus. Director Germolus informed the Commission that the airport recently went through a Master Plan Update which had not been done since 2004 and he plans to provide a high level overview of the master plan update and other important details surrounding the Kissimmee Gateway Airport today. He presented a PowerPoint attached to the agenda which reviewed the following:

- Overview of airport structure and services
- Annual Budget, Fiscal Year Revenues and Expenses
- Grants Assurances
- Economic Nondiscrimination, Fee and Rental Structure and Airport Revenues
- Background and Statistics on Air Traffic Control and Tower Operations
- Airport operations and maintenance
- Fixed Based Operator (FBO) Services
- Education Training Services
- High Level Overview of Master Plan Update and Future Vision

Director Germolus reviewed the many different funding sources and attributed the new air traffic control tower project to Congressman Darren Soto who worked diligently to ensure the City received competitive federal funding. He emphasized that the City will continue to focus on work force development and training initiatives to produce higher paying jobs that stimulate the economy. He informed the Commission of the stringent requirements set by the Federal Aviation Authority (FAA) as it relates to the Master Plan update; currently in Phase 1 (environmental assessment).

Director Germolus finished the first portion of his presentation and opened the floor for questions. The Commission and staff were provided the Airport Master Plan Update "*Executive Summary*" booklet (Exhibit "A"). The Commission had no questions, and a second PowerPoint also attached to the agenda was reviewed and provided the following information:

- Goals and objectives of the Master Plan
- Federal Master Plan requirements and process
- Aviation forecasts and projected growth
- Facility requirements, development, and evaluation of alternatives
- Capital Improvement Program
- Short-Term Projects (Years 2022 – 2027)
- Mid-Term Projects (Years 2028 – 2032)
- Long-Term Projects (Years 2033 – 2042)

The Commission, City Manager, and Director Germolus discussed various concepts to securing additional funds to pay for future developments which would include: the development of hangars, an onsite hotel and student housing, old golf course site development, potential for distribution centers, aircraft storage, and maintenance and manufacturing opportunities. Director Germolus reviewed the discretionary funding in detail and the focus surrounding current leases at the airport, ensuring amendments meet fair market value and are nondiscriminatory. He plans to prepare a leasing policy in the future and bring it to the Commission for consideration. He discussed a few areas of the future policy which included subtenant leasing, landing fees and private investments.

Economic Development Director, Tom Tomerlin asserted that the City has the land, labor and prime location but we are in a position where we must “think outside the box”. It is important to capitalize on education and training, but there has to be limitations to allow for other areas of opportunity. City Manager Steigerwald agreed, asserting that the City must have the money available in reserves to match in order to secure federal funding and new concepts and ideas are necessary for the future growth of the airport. He reiterated that it remains at the forefront of the City’s mission to diversify the community and there is a unique opportunity to bring higher paying jobs to Kissimmee.

Director Germolus and City Manager Steigerwald discussed Osceola being the only county that does not have U.S. Customs and Border Protection and the ultimate goal is to have a self-sustaining airport. Director Germolus ended the presentation by opening the floor for any final questions and inviting the Commission to tour the airport to explore and learn more about the services provided, as well as a meet and greet with the current airport tenants.

2.B General Discussion

3. **ADJOURNMENT**

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 4:29 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Airport Master Plan Update
Item 2. A. – Airport Update Presentation and Discussion
Executive Summary Booklet / Master Plan Update



KISSIMMEEGATEWAY
A I R P O R T

AIRPORT MASTER PLAN UPDATE

Approved January 3, 2024

EXECUTIVE SUMMARY

Prepared by:



AVCON, INC.

5555 E. Michigan St., Suite #200, Orlando, FL 32822

FDOT AIP No.: 3-12-0038-040-2021

AVCON, INC. No. 2021.0161.01





KISSIMMEE GATEWAY

A I R P O R T

INTRODUCTION

The Kissimmee Gateway Airport Master Plan Update was prepared to provide a long-term vision of the Airport, serving as a guide for future airport development. The Master Plan Update outlines demand-driven airport development plans that will accommodate the projected aviation demand in a manner that is financially feasible, yet sensitive to the environmental, social, and aviation interests of the community.

GOALS AND OBJECTIVES

Specific goals of the Kissimmee Gateway Airport Master Plan Update were to develop:

- The south quadrangle of the Airport that will transition the former golf course into aviation related activities that can accommodate the projected growth of the Airport with hangars, warehouses, and office buildings.
- The land along either side of Martin Luther King Jr. Boulevard as the "front-door" of the Airport with an Airport Rescue and Firefighting Facility (ARFF), a potential vertiport, a Customs and Border Protection facility, the new Dyer Business Airpark development, new fixed base operator (FBO) facilities, a hotel, a small restaurant, and an office building.
- Additional hangars, warehouses, and aprons for existing and future tenants.
- Extended runway and taxiways to accommodate future growth.
- Rehabilitated and reconstructed airfield pavements that are nearing the end of their useful lifespan.

Each of these issues were studied while considering the objectives of:

- Security
- Economic Development
- General Aviation enhancement
- Traffic flow and accessibility enhancement



MASTER PLAN PROCESS

The scope of the Master Plan work was consistent with the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) processes as described in the FAA Advisory Circular 150/5070-6, *Airport Master Plans*, and the FDOT *Guidebook for Airport Master Planning* respectively. The major elements of the Master Plan Update consist of:

- Public Involvement Program – a process that identifies key issues, allows all stakeholders to keep apprised of the study's progress, and encourages information sharing and collaboration. A Public Involvement program is an essential part of the Master Plan Update as it encourages information sharing and collaboration among the Kissimmee Gateway Airport, the users and tenants, resource agencies, elected and appointed officials, adjacent residences, and the public. One Public Information Workshop was held during the course of the Master Plan Update on October 27, 2022.
- Existing Conditions Inventory – a gathering of key data for use in subsequent plan elements.
- Aviation Forecasts – forecasts of short, medium, and long-term levels of aviation activity that are the basis for the determination of the need for new or expanded facilities. The Aviation Forecasts must be approved by the FAA.
- Facility Requirements – based on the Aviation Forecasts, the assessment of the existing facilities' ability to meet the current and future demand and to determine the number and type of new or additional facilities that may be required.
- Development and Evaluation of Alternatives – the development and evaluation of alternatives that will meet the Facility Requirements and the strategic vision of the Kissimmee Gateway Airport. This culminates in the Recommended Alternative.
- Airport Layout Plans (ALP) – drawings of the current and future Airport facilities, their locations, and the pertinent safety clearances and dimensional information. The ALP drawings must be approved by the FAA and the FDOT.
- Airport Exhibit "A" Property Inventory Map (Exhibit "A") – is a map of all the properties and boundaries that Airport currently owns, has owned in the past, and those properties it would like to acquire in the future. Details are provided as to when and how each parcel was acquired and its current legal status and ownership.
- Facilities Implementation Plan – provides overall guidance on how to implement the Recommended Alternative through a listing of key projects, project descriptions, estimated development costs, and phasing guidelines.
- Financial Feasibility Analysis – describes potential funding sources for the projects and demonstrates the Airport's ability to fund the projects in the Master Plan Update with an emphasis on the near-term projects.



ISM AIRPORT MASTER PLAN EXECUTIVE SUMMARY

EXISTING	DESCRIPTION
-----	EXISTING PROPERTY LINE
-----	FUTURE PROPERTY LINE
⊙	EXISTING AIRPORT REFERENCE POINT
⊗	FUTURE AIRPORT REFERENCE POINT
⊙	EXISTING WIND CONE & SEGMENTED CIRCLE
-----	EXISTING AIRSIDE PAVEMENTS
-----	FUTURE AIRSIDE PAVEMENTS: NON-CAPITAL PROJECTS
-----	FUTURE LANDSIDE PAVEMENTS: NON-CAPITAL PROJECTS
-----	EXISTING AIRSIDE PAVEMENT REMOVAL
-----	EXISTING SECURITY FENCE
-----	EXISTING BUILDINGS
-----	FUTURE BUILDINGS: NON-CAPITAL PROJECTS
-----	FUTURE BUILDINGS: CAPITAL PROJECTS
-----	EXISTING PAPI-4
-----	EXISTING ROADS
-----	EXISTING RUNWAY PROTECTION ZONE
-----	FUTURE RUNWAY PROTECTION ZONE
△	SURVEY MONUMENT (PAC & SAC)

20 YEAR CAPITAL PROJECT PHASING

-----	SHORT TERM (2023 - 2028)
-----	INTERMEDIATE TERM (2028-2033)
-----	LONG TERM (2033-2043)

AIRPORT CHARACTERISTICS

SPONSOR	CITY OF KISSIMMEE, FLORIDA
TYPE	GENERAL AVIATION
ACREAGE	897±
DESIGNATION	RELIEVER TO ORLANDO INTERNATIONAL
ELEVATION	82' AMSL

RUNWAY DATA

ITEM	RUNWAY 15-33		RUNWAY 6-24	
	EXISTING	FUTURE	EXISTING	FUTURE
LENGTH	6,000	6,000	5,007	5,307
WIDTH	100'	100'	100'	100'
DESIGN AIRCRAFT	LJ45	LJ45	F900	F900
RUNWAY DESIGN CODE	C-II	C-II	B-II	B-II



KISSIMMEE GATEWAY

A I R P O R T

KISSIMMEE GATEWAY AIRPORT
ADMINISTRATIVE OFFICES 401 DYER BLVD.
KISSIMMEE, FL 34741



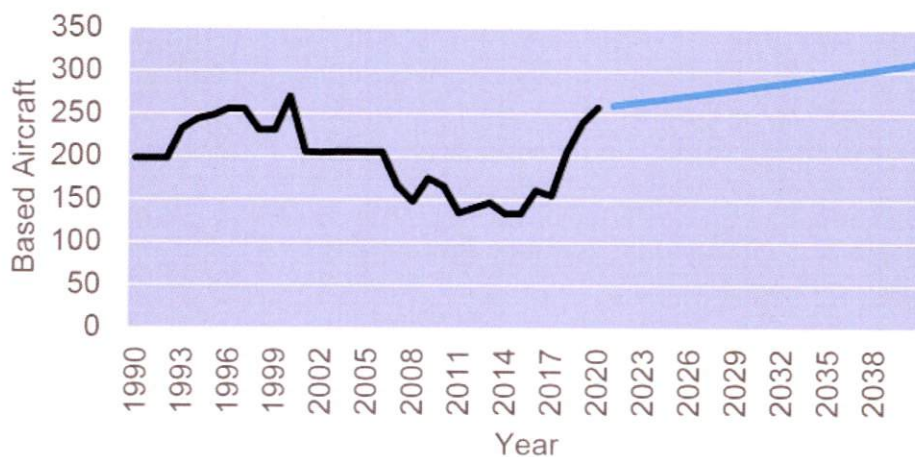
AVCON, INC.
ENGINEERS & PLANNERS
6665 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL. 32822-2778
OFFICE: (407) 998-1122 FAX: (407) 998-1123
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5687
www.avconinc.com



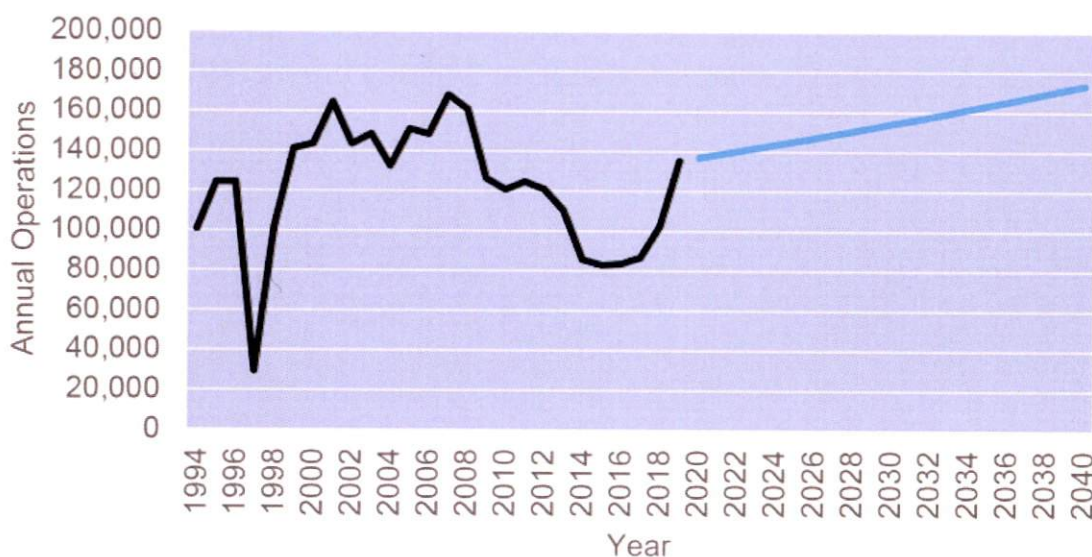
AVIATION FORECAST SUMMARY

Forecasts of annual aviation activity at the Airport were prepared for several key components including:

- Based Aircraft are forecast to grow from 206 in 2019 to 278 in the year 2040 representing a compound annual growth rate (CAGR) of 1.4 percent annually.
- The existing critical aircraft is identified with an aircraft approach category (AAC)-airplane design group (ADG) combination of C-II and represented by the Learjet 45. It is anticipated that the Learjet 45 will continue to represent the critical aircraft throughout the twenty-year planning period.
- General Aviation Operations are anticipated to grow from the recorded 135,290 in 2019 to approximately 173,400 in the year 2040 representing a compound annual growth rate (CAGR) of 1.2 percent annually.



— Historical — Preferred Forecast



— Historical — Preferred Forecast

FACILITY REQUIREMENTS

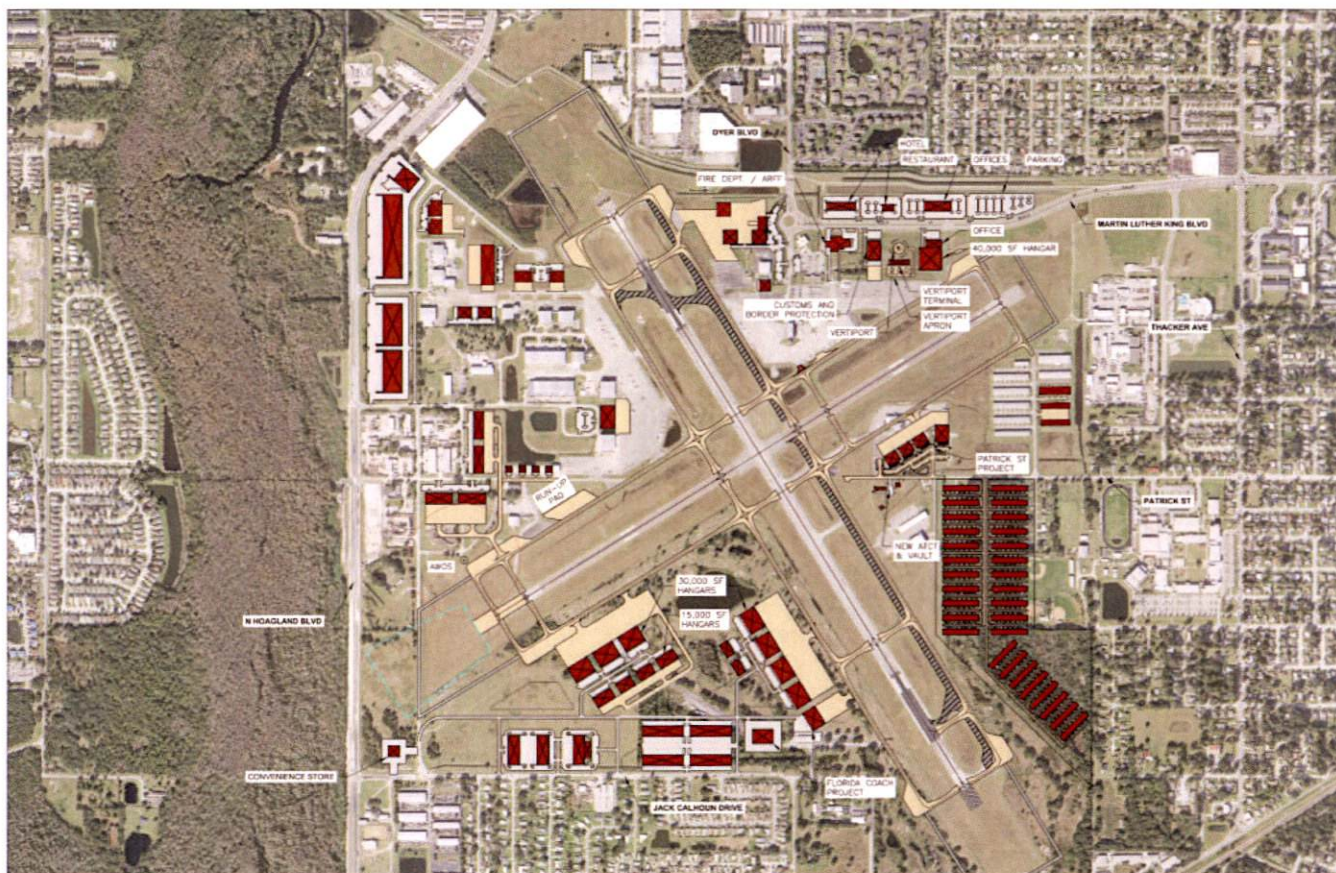
Each area of the Kissimmee Gateway Airport was analyzed to compare future demand with existing capacity. These areas included the airfield, corporate hangars and warehousing, general aviation facilities such as hangars and aprons, the administration building, and internal roads and tenant and public parking.

The airfield is well able to accommodate the number of operations forecast throughout the 20-year planning period. Currently, the longest runway at the Airport, Runway 15/33, is 6,001 feet long. Runway 6/24 is currently 5,001 feet long. The Master Plan Update justified extending Runway 6/24 by 347 feet to a length of 5,348 feet.

Additional general aviation apron facilities are required now and in the future. These facilities include additional apron, T-hangars, and conventional hangars.

RECOMMENDED ALTERNATIVE

Alternatives were developed for each quadrant of the Airport. These were then mixed to prepare three composite alternatives. Following a review with the Airport, one of the composites was refined and selected as the recommended alternative.



AIRPORT LAYOUT PLAN

The Airport Layout Plan (ALP), which graphically illustrates the existing facilities of the Airport as well as the proposed development from the recommended alternative, was prepared in compliance with FAA Standard Operating Procedure (SOP) 2.00 for FAA review and approval of ALPs as well as FDOT guidance in Section B of the *Guidebook for Airport Master Planning*. The ALP consists of a collection of drawings that present the existing and future conditions of the Airport, airspace, approach and departure plan and profile sheets, land use, and airport property. Both the FAA and the FDOT must approve the ALP as they require a complete set for consideration of future funding. Programming of the FAA and FDOT funds are based on development projects depicted in the 'future' ALP sheet.

IMPLEMENTATION PLAN

The Implementation Plan sequences the Recommended Alternative into projects spread across the 20-year plan, based on aviation forecasts, facility requirements, and financial feasibility. These projects and their respective project costs have been placed into three phases:

- Phase 1 – Short-term (2022-2027) – five-year phase - \$83,134,000
- Phase 2 – Mid-term (2028-2032) – five-year phase - \$85,705,000
- Phase 3 – Long-term (2033-2042) – ten-year phase - \$46,657,000

The Master Plan is not a policy bound by a specific timeline, but a guidance document created to provide the flexibility the Airport needs to address changes in its operating environment. The policies, schedules, and phasing of the work, which are all dependent on funding, can be moved to accommodate the Airport and community's needs.

FINANCIAL FEASIBILITY

Financial Feasibility consists of two parts. The first is to identify the probable sources of funding for each of the projects within the Implementation Plan. The identified funding sources including the FAA, the FDOT, and the local share. The local share is the portion of the funding costs the Airport and the City of Kissimmee will have to provide.

	FAA Entitlement	FAA Discretionary	FDOT	Local	Total
Phase 1	\$750,000	\$30,172,200	\$29,299,440	\$7,312,360	\$83,134,000
Phase 2	\$750,000	\$42,276,100	\$34,084,120	\$8,894,780	\$85,705,000
Phase 3	\$1,500,000	\$27,561,900	\$13,716,380	\$3,878,720	\$46,657,000

The second part of the Financial Feasibility analysis is the determination that the Airport will be able to fund the local share of the capital development project costs while continuing to operate the Airport in a safe and efficient manner. It was determined that the Airport and the City of Kissimmee will be able to provide funding for these projects.





**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 16, 2024 AT 6:00 PM**

1. MEETING CALLED TO ORDER

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

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

Members Absent: City Clerk Linda Hansell

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Denim Day

Presentation of Denim Day Proclamation to Lui Damiani, Executive Director of Victim Service Center of Central Florida in honor of National Sexual Assault Awareness Month.

City Manager Steigerwald read a proclamation in honor of Denim Day as the Mayor and Commissioners presented the proclamation to Lui Damiani. He thanked Kissimmee for their faithful support over the years, and invited the audience to participate in the social media movement on April 24, 2024.

3.B Proclamation - National Day of Prayer

Presentation of the National Day of Prayer Proclamation to Randy Law, President of National Day of Prayer of Osceola County, Inc.

City Manager Steigerwald read a proclamation in honor of National Day of Prayer as the Mayor and Commissioners presented the proclamation to Randy Law. The organization extended an invitation to the community for the "Pray for America" event scheduled on May 2, 2024 from 12:00 p.m. – 1:00 p.m. at Osceola County Courthouse and passed out a pamphlet to the Commissioners and staff, (Exhibit "A").

3.C Proclamation - Caribbean-American Day

Presentation of the Caribbean-American Day Proclamation to Andy King, President of The Caribbean and Floridian Association Inc.

City Manager Steigerwald read a proclamation in honor of Caribbean-American Day. Mr. King was not in attendance tonight, and will accept the award at a later date.

3.D Proclamation - National Fair Housing Month

Presentation of a proclamation to Frances DeJesus and showing of a brief video in honor of National Fair Housing Month.

City Manager Steigerwald read a proclamation in honor of National Fair Housing Month as

the Mayor and Commissioners presented the proclamation to the City's Housing Manager, Frances DeJesus. She thanked the Commission and played a video for the audience in support of National Fair Housing Month.

3.E Presentation of International Accreditation by the Commission on Fire Accreditation International

Presentation of International Accreditation by the Commission of Fire Accreditation International (CFAI).

Fire Chief Jim Walls reviewed the extensive process the department endured to achieve accreditation. Chief Walls expressed his gratitude for his staff and City management, and is very proud of the accomplishment. Commissioner Eady inquired if the accreditation will now open doors for federal funding that were not available previously. Chief Walls confirmed, stating that all the grants are data driven, but new opportunities will be available.

3.F Employee of the Month for April

Request the City Commission to join the City Manager in recognizing Jeffrey Booher, Fire Lieutenant, as April's Employee of the Month.

City Manager Steigerwald introduced Jeffrey Booher of the Fire Department and reviewed the qualities and attributes which led to his nomination and selection as employee of the month. Jeff is instrumental with his committee involvement, training abilities, and he was influential in the Fire Department receiving their international accreditation recognized tonight.

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 of the City and there is no greater honor. Jeffrey Booher addressed the audience and was extremely grateful for the award, expressing gratitude to the City and his team for a job that he genuinely loves.

3.G Service Awards for January, February and March

The City Commission joins the City Manager in recognizing employees who have reached milestones in years of service.

The City Manager recognized staff members who reached their five, ten, fifteen, twenty, twenty-five and thirty years of service with the City. The list of recipients, attached to the agenda, was reviewed and those in attendance received their awards.

City Attorney Olga Sanchez de Fuentes announced that we would be remiss if we did not acknowledge City Manager Steigerwald for reaching 30 years of dedicated service. The audience and staff applauded, and with a standing ovation, congratulated him on the worthy milestone.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance #24-04 - Revising Chapter 9, Buildings and Building Regulations

AN ORDINANCE REPEALING AND REPLACING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, ARTICLE V RESIDENTIAL PROPERTY MAINTENANCE AND ARTICLE

VI COMMERCIAL PROPERTY MAINTENANCE; REORGANIZING, UPDATING, AND COMBINING THE RESIDENTIAL AND COMMERCIAL PROPERTY MAINTENANCE ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance #24-04 for the adoption of revised Chapter 9, Buildings and Building Regulations.

Deputy City Attorney Kalanit Oded provided an overview of the proposal for ordinance changes which combines commercial and residential maintenance updates and condenses sections that currently overlap.

City Attorney Sanchez de Fuentes read Ordinance #3098 by title.

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

Commissioner Castano moved to adopt Ordinance #3098. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Resolution to vacate right-of-way located at 1108 E. Vine St. - ABDN-23-0002

Approval of a resolution to vacate 0.269 acres, more or less, of right-of-way dedicated to be used as future roadway along the west portion of a 1.15 acre parcel located on the south side of E. Vine St., west of Michigan Ave. and E. Oak St. that has a Mixed-Use Urban Corridor (T5-U) Zoning designation.

Planning Manager Brenda Ryan provided an update and explained the vacation of an easement that is needed for the redevelopment of the property which is in review to become a hardware store. After holding the Public Hearing, staff recommends approval.

Commissioner Alvarez moved to approve the Public Hearing and adopt Resolution #06-2024. Commissioner Castano seconded the motion.

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

Motion carried 5-0.

6. HEAR AUDIENCE

Albert Castanel, 2636 Old Dixie Highway, provided a presentation and endorsement of the City's Freebee services and is grateful for the amenity the City provides.

Matthew Boggs, 4327 Rummell Road, Saint Cloud, provided his public service background and addressed the Commission stating he is an atheist who does not declare a particular faith. He discouraged the Commission from approving funding for only "faith based initiatives" and promoted inclusiveness of all residents, regardless of religious belief.

Tom Kapp, 25 N. Clyde Avenue, addressed his observation of electric bicycles on the sidewalks or the wrong side of the road in various areas of the City, including the Lakefront. He mentioned a group of teenagers who are often out riding causing disturbances and potentially posing a safety threat. City Manager Steigerwald responded that staff is aware, and the Chief of Police has budgeted for additional traffic enforcement personnel, and will ensure the Park Rangers are closely monitoring the areas.

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

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

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the April 2, 2024 Permitting Process Workshop and April 2, 2024 Commission meeting
Request Commission approval of the April 2, 2024 Permitting Process Workshop and April 2, 2024 Commission Minutes.
- 7.B Resolution establishing the City's intent to secure tax-exempt financing to reimburse the City for capital expenditures related to several capital improvement projects
Approval of a reimbursement Resolution to establish the City's intent to procure future tax exempt financing for capital expenditures in connection with several capital improvement projects.

Resolution #07-2024 adopted
- 7.C Modification of Control Room Video Management Solution
Approval of a quote to modify an existing contract with ThunderCat Technology to enhance the video management solution project's audio features.
- 7.D Approval of Key Strategic Plan Elements for Fiscal Year 2025
Approval of the five-year goals and the City of Kissimmee's Action Agenda for fiscal year 2025.
- 7.E Third Addendum to Hanger(Hangar?) Lease Agreement with Bilmar Avionics, Inc.
Approval of Contract No. 20240287, Third Addendum for Lease Extension for Bilmar Avionics, Inc.
- 7.F Airport Marketing and Public Relations Service Agreement
Approval of a Service Agreement with The Brand Advocates in the amount of \$48,000.00.
- 7.G Grant Application for Airport Lighting Improvements
Approval to apply for a Public Transportation Grant Agreement (PTGA), Grant Master No. AirF Light, from the Florida Department of Transportation (FDOT) for Airport Lighting Improvements at Kissimmee Gateway Airport.
- 7.H Sponsorship from Kissimmee Utility Authority for Parks and Recreation Special Events

Accept sponsorship from Kissimmee Utility Authority for Special Events in the amount of \$25,000 for special events at Lakefront Park.

7.I Disposal of City Assets

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

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A Downtown Kissimmee Community Redevelopment Agency Brand Strategy Acceptance

Approval to accept Redevelopment Management Associates Contract #20240296 to develop a brand strategy for the Downtown Kissimmee Community Redevelopment Agency (DKCRA).

Economic Development Director, Tom Tomerlin, provided an overview of the brand strategy expectations for the Downtown CRA and explained the goals of the Master Plan. The firm selected was chosen for their extensive experience in brand strategy. Staff is also requesting approval of a budget transfer from reserves to a private organization account for \$89,695. Mayor Gonzalez questioned if the re-branding would affect the City seal and logo. Staff confirmed this is only for the Downtown CRA.

CRA Commissioner Eady made a motion to approve. CRA Commissioner Castano seconded the motion.

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

Motion carried 5 - 0.

8.B Downtown Kissimmee Community Redevelopment Agency Residential Property Improvement Program (RPIP) Approval

The Downtown Kissimmee Community Redevelopment Agency (DKCRA) is requesting approval of the new Residential Property Improvement Program (RPIP) and the approval of a \$100,000 budget transfer to support the program.

Economic Development Director Tomerlin explained that this is a matching grant (50/50) and is capped at \$5,000 for improvements that are only visible from the road. The goal is to elevate and enhance the public facing areas of the downtown CRA. Staff is also requesting an approval of a budget transfer from reserves to a private organization account for \$100,000.

CRA Commissioner Martinez made a motion to approve. CRA Commissioner Castano seconded the motion.

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

Motion carried 5 - 0.

8.C Presentation of 2023 Annual Report for City of Kissimmee's Community Redevelopment Agencies

Presentation of 2023 Annual Report for City of Kissimmee's Community Redevelopment Agencies.

CRA Manager, Samia Singleton presented the 2023 annual report for the Downtown and Vine Street CRA's. She reviewed the history, programs, initiatives, new developments, ongoing projects, historic preservation, highlights and successes of both CRA's. Commissioner Eady is looking forward to the Vine Street beautification.

City Manager Steigerwald confirmed that repaving is set 2025 and landscaping in 2026; we are currently in the design phase now.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.D Agreement for Consent to Sublicense with Florida Everglades Eco-Toon Tours d/b/a Captain and Tequila Dockside LLC for concession operations at Big Toho Marina

Approve sublicense agreement #20240297 between the City of Kissimmee, Kissimmee Marina by Lake Toho and Florida Everglades Eco-Toon Tours, LLC d/b/a Captain and Tequila Dockside, LLC. for operation of services at Big Toho Marina.

City Manager Steigerwald explained that a sublicense grants the ability to transfer services to another entity. The current business is bound until 2026 and all the provisions in the original agreement are in effect. Commission approval is required to allow a sublicense.

Parks and Recreation Director Steve Lackey introduced the sublicensee, Chris Passmore. Mr. Passmore addressed the Commission with his goals to enhance the downtown, marina, and Lakefront Park through eco tourism services. Commissioner Eady commented that Lakefront Park is Kissimmee's "gem". Mr. Passmore confirmed he is a Senior Captain and is open to suggestions and plans on making the Lakefront vibrant, friendly, entertaining and showcasing the best of Kissimmee for residents and visitors.

Commissioner Eady made a motion to approve. Commissioner Martinez seconded the motion.

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

NAY: None

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the audience of the Caribbean Fusion Festival scheduled for April 28, 2024.

9.B CITY ATTORNEY

9.C CITY COMMISSION

A document was distributed to the Commission and staff that detailed travel information for the Mayor to attend an event in Washington, DC (Exhibit "B"). There was no discussion on the item.

Commissioner Eady congratulated staff on securing one-million dollars of funding for the

air traffic control tower as well as the \$1.8 million for the Haven on Vine; she thanked staff for their hard work. Commissioner Martinez thanked Congressman Darren Soto for his support of our airport and congratulated the Kissimmee Fire Department on a successful "Open House" event last weekend, and their international accreditation.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:13 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Item 3.B. - National Day of Prayer Proclamation
Pray for America Pamphlet

THE E4 CHALLENGE

As we pray for our leaders with humility, our hearts are softened, and we realize that they need God's grace just as we do. As we pray for our nation with hope, we are encouraged knowing that it is ultimately in the hands of our Father - God Almighty! Based on Ephesians 4, the *Pray for America* Challenge is designed to *ENGAGE*, *EQUIP*, and *ENCOURAGE* people to seek and *ENCOUNTER* the Lord through prayer for our nation.

INTENTIONAL PRAYER

"Since prayer is at the bottom of all this, what I want mostly is for men to pray - not shaking angry fists at enemies but raising holy hands to God." - 1 Timothy 2:8, The Message

Praying for these Seven Centers of Influence will help us stay focused and intentional in our daily prayers. Another key to effective, fervent prayer is knowledge. If we know who we're praying for then our prayers move from being general to being specific. We will then find ourselves not 'shaking our fists' at those we pray for, and praying *about* them, but rather we will be 'raising up holy hands' to God, and praying *for* them.

GOVERNMENT

Pray for our local, state, and national leaders asking God to grant them wisdom, discernment, and hearts that are open to His leading. Make your prayers more personal by getting to know who your elected representatives are. Pray for them, as well as their spouses and children, by name, just as you would for your own friends and family.

CHURCH

Pray for the Churches and Church Leaders throughout our nation and in your community. Ask God to preserve and protect them as He inspires and empowers them to equip His 'Saints' for the work of ministry, for the building up of the Church, and for the spreading of the Gospel.

MILITARY

Pray for our Military and it's leaders. Pray for God to grant courage, protection, and strength for our service men and women, and their families, as they serve our country. If you have a military base nearby, find out who the commanders and chaplains are, and pray specifically for them.

FAMILY

Pray for families in our nation, in your state, and throughout your community. God's model for the family is being challenged, and we are seeing families fall apart before our very eyes. Pray with passion for the Lord to protect and to strengthen marriages, encourage parents toward His priorities, heal relationships, and secure His values in their homes.

EDUCATION

Pray for God's presence in our schools, colleges, and universities. Ask Him to select teachers and administrators who honor His statutes, protect our children, and inspire them to discover their God-given calling. Take the time to learn who the teachers, administrators, and district leaders are in your area, then pray for them.

MEDIA

Pray for Christian influence in the media industry, from movies, television, and radio stations, to newspaper and magazine publishers. Ask for the Lord to provide godly men and women to work in, and influence, the media throughout the nation, your state, and in every city.

BUSINESS

Pray for divine intervention in our national, state, and local economies. Ask that God raise up godly business leaders and create industry to provide honest employment and generous provision for individuals and families in each community. Perhaps obtain a list of business owners or corporate leaders in your area, and pray for them by name.

PRAY FOR AMERICA
Commit2Pray.com

"IN HIS NAME THE NATIONS WILL PUT THEIR HOPE." - MATTHEW 12:21



WHY PRAY FOR AMERICA?

As we Pray for America, who's pledge of allegiance recounts that we are "one nation under God", and whose currency states that it is "in God we trust", we want Americans to encounter the God who rules over their country. "He who forms the mountains, creates the wind, and reveals His thoughts to man, He who turns dawn to darkness, and treads the high places of the earth- the LORD God Almighty is His name." - Amos 4:13. NIV

He is the One who gave us this promise in 2 Chronicles 7:14: "If my people, who are called by My name, will humble themselves and pray and seek my face and turn from their wicked ways, then I will hear from heaven and will forgive their sin and will heal their land." As we humbly and diligently seek Him, we'll be changed, and we'll see transformation in America through prayer!

EQUIPPED TO P.R.A.Y.

PRAISE - Thank God for what He has already accomplished through Jesus.

REPENT - Confess your sins and shortcomings. Repent personally and on behalf of our nation. The Lord is quick to forgive when we come humbly to Him.

ASK - Ask God to reveal truth, turn our hearts back toward Him, and bring healing.

YIELD - Yield to the Lord and recognize that He has heard our prayers and will answer according to His will. He is ready to provide guidance and direction.

OUR MISSION

The mission of the National Day of Prayer Task Force is to mobilize prayer in America and to encourage personal repentance and righteousness in the culture.

"IN HIS NAME THE NATIONS WILL PUT THEIR HOPE." - MATTHEW 12:21

COMMIT2PRAY

Engaging to Pray for America

Based on Ephesians 4, the *Pray for America* Challenge is designed to *ENGAGE*, *EQUIP*, and *ENCOURAGE* people to seek and *ENCOUNTER* the Lord through prayer, and see Him bring transformation! The definition of *engage* is to occupy a person's attention and efforts in a particular activity. This means having our minds, hearts, and actions fully committed in our communication with God.

WAYS TO GET INVOLVED

Pray - As an individual, group, or church, you can purpose to pray! "Since prayer is at the bottom of all this, what I want mostly is for men to pray - not shaking angry fists at enemies but raising holy hands to God." - 1 Timothy 2:8, The Message

Present - You can also present the challenge to your family, friends, church, or anyone else you know. By directing them to the Commit2Pray.com website, they can connect with the prayer community, download tools and resources, and learn about prayer events being held all across the country.

Partner - As God leads you, there are a number of ways your church, business, or organization can get involved. You can endorse, help sponsor, or even organize prayer groups and events in your community.



*It all begins with a decision.
Will you commit to pray?
Commit2Pray.com*

The National Day of Prayer Task Force is a nonprofit organization with a 501(c)(3) status. The mission of the National Day of Prayer Task Force is to mobilize prayer in America and to encourage personal repentance and righteousness in the culture. We rely on individual donations, foundation support, and resource sales. Copyright 2013. All Rights Reserved. International copyright secured. Item Number: NT513.

National Day of Prayer
Thursday, May 2nd
12pm - 1pm
Osceola County Courthouse

WILL YOU COMMIT TO PRAY?
IT BEGINS WITH YOU!



PRAY FOR AMERICA
"IN HIS NAME THE NATIONS WILL PUT THEIR HOPE." - MATTHEW 12:21

Commit2Pray.com



Exhibit "B"
Item 9.C. – Hear City Commission
Mayor-Commissioner Gonzalez
Washington DC Itinerary

Washington DC Itinerary

Wednesday, April 24:

- *Arrival in DC at 12:17pm.*

Thursday, April 25:

- *10 am Meeting with Ms. English Que (Director of Faith-Based & Neighborhood Partnerships) and Xavier Becerra, Secretary of Health & Human Services.*
- *2pm Meeting with Senator Marco Rubio's office.*
- *Pending Meeting with Director of PRAFFA.*

Friday, April 26:

- *Pending Meeting with Rick Scott's office.*

Saturday, April 27:

- *Departure from DC at 5:29pm*

ITEM 7.B

Accept Energy Efficiency and Conservation Block Grant

Request

Accept the Energy Efficiency and Conservation Block Grant (EECBG) from the U.S. Department of Energy to retrofit the existing lighting at Fortune Road Athletic Complex with LED lights in the amount of \$135,670 and authorize the City Manager to approve and sign documents pertaining to the grant.

Explanation

The Parks and Recreation Department asked the Commission for approval to apply for the Energy Efficiency and Conservation Block Grant on June 6, 2023. The grant application was submitted on February 29, 2024 and accepted/approved on April 8, 2024. This grant will allow for the retrofitting of existing softball field stadium lights at the Fortune Road Athletic Complex with LED lights without requiring the City to match any funding. Additionally, Parks requests to amend the budget as shown below.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15100334-334700	EECBG ST2410	Increase	\$135,670	\$450,000
15150106-506393		Increase	\$585,670	
10450106-506393		Decrease		

Financial Summary:

A Budget Adjustment will be needed to increase the Revenue account and the EECBG Grant project for the funds received by the grant in the amount of \$135,670 as well as a Budget Transfer from the Sales Tax project (ST2410) to the Grant project (EECBG) in the amount of \$450,000. This will give the project a total of \$585,670.

Recommendation

Accept Energy Efficiency and Conservation Block Grant and allow City Manager to sign documents pertaining to the grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

City of Kissimmee

1. EECBG Program Voucher Application - Kissimmee
2. Fwd_ U.S. Department of Energy EECBG Program Voucher Application Preapproval - Kissimmee

CITY OF KISSIMMEE

1 8 8 3



Energy Efficiency and Conservation
Block Grant (EECBG) Program

Equipment Rebate Voucher Application

Recipient Information

*Recipient Name

City of Kissimmee

*Are you planning to team with other entities in the planning and use of your EECBG Program funds?

☐ Yes

☒ No

Energy Efficiency and Conservation Strategy (EECS)

*Local and tribal governments must submit a proposed Energy Efficiency and Conservation Strategy (EECS) to the Department of Energy (DOE) to meet the statutory requirements for the EECBG Program. Has your organization already submitted a completed EECS through a previous EECBG Voucher application?

☐ Yes

☒ No

*Does your organization already have a proposed Energy Efficiency and Conservation Strategy (EECS) file prepared that includes the information contained in DOE's EECS Template for Local Governments or the EECS Template for Tribes?

☐ Yes

☒ No

EECS: Strategy and Goal

*Local and tribal governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

☒ Yes

☐ No

If Yes, complete the following.

*What goals do you have? (Please select one option)

☒ Clean energy use goal

☐ EV adoption goal

☐ Energy use reduction goal

☐ GHG reduction goal

☐ Job creation goal

☐ Job quality goal

☐ Other

*Target year

2025

*Does your local or tribal government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

☐ Yes

☒ No

If yes, include URL address or upload plan onto online application.

*If no, please briefly describe your strategy to achieve your goals listed in the previous question

The City has entered into an agreement with the local utility, Kissimmee Utility Authority, to purchase all energy from the KUA Solar Farm. This specific goal would be the Clean Energy Use Goal. One hundred percent of the City's facilities are currently being powered by solar power. The City of Kissimmee is taking a step forward to use clean energy to benefit the City and its residents. The KUA solar program provides homeowners, renters, and businesses equal access to the economic and environmental benefits of solar energy generation. Access to solar power is difficult for many households and businesses in Kissimmee because they either live in rentals or multi-tenant buildings, have roofs unable to support solar equipment, or other mitigating factors. The program provides clean energy democracy to the City of Kissimmee.

<https://www.positivelyosceola.com/city-of-kissimmee-now-100-percent-powered-by-solar-through-kissimmee-utility-authoritys-community-solar-plan/>

EECS: EECBG Program Activities

*Are you planning to use an EECBG Program Blueprint (<https://www.energy.gov/scep/energy-efficiency-and-conservation-block-grant-program-blueprints>)?

☐ Yes

☒ No

If yes: I am planning to use the following Blueprint(s)

☐ Blueprint #1: Energy Planning

☐ Blueprint #2A: Energy Efficiency - Energy Audits and Building Upgrades

☐ Blueprint #2B: Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings

☐ Blueprint #2C: Building Electrification Campaign

☐ Blueprint #2D: Building Performance Standards & Stretch Codes

☐ Blueprint #3A: Solar & Storage- Power Purchase Agreements and Direct Ownership

☐ Blueprint #3B: Community Solar

☐ Blueprint #3C: Solarize Campaign

☐ Blueprint #3D: Renewable Resource Planning for Rural and Tribal Communities

☐ Blueprint #4A: Electric Vehicles and Fleet Electrification

☐ Blueprint #4B: EV Charging Infrastructure for the Community

☐ Blueprint #5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

☐ Blueprint #6: Workforce Development

*How does this Blueprint help you meet your strategy/goals?

If no:

*We plan to apply our EECBG Program funds to the following categories of work (check all that apply):

- ☐ Building codes and inspections
 - ☐ Building performance standards
 - ☐ Improving enforcement/compliance with building codes
 - ☐ Updating building codes
 - ☐ Other, specify
- ☐ Building energy audits
 - ☐ Commercial
 - ☐ Industrial
 - ☐ Municipal
 - ☐ Residential
- ☐ Energy distribution technologies for energy efficiency
 - ☐ Distributed resources
 - ☐ District heating and cooling systems
 - ☐ Other
- ☐ Energy efficiency retrofits
 - ☐ Commercial
 - ☐ Industrial
 - ☐ Municipal
 - ☐ Residential
- ☐ Financial programs
 - ☐ Loan programs
 - ☐ Performance contracting programs
 - ☐ Rebates/grants
 - ☐ Incentives
 - ☐ Other
- ☐ Material conservation programs
 - ☐ Composting
 - ☐ Recycling
 - ☐ Source reduction
 - ☐ Sustainable procurement
 - ☐ Other
- ☐ Programs for financing, purchasing, and installing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure)
- ☐ Reduction and capture of methane and other greenhouse gases generated
 - ☐ Landfills
 - ☐ Wastewater treatment facilities
 - ☐ Other
- ☐ Renewable energy on government buildings
 - ☐ Biomass
 - ☐ Fuel cells
 - ☐ Solar
 - ☐ Wind
- ☐ Strategy development
 - ☐ Developing goals
 - ☐ Developing measures to track progress
 - ☐ Providing annual reporting goals
- ☐ Technical consultant services to assist in strategy development
- ☒ Traffic signals and street lighting upgrades
- ☐ Transportation Programs
 - ☐ Electric Vehicle Planning Community Wide
 - ☐ Electric Vehicle Planning Municipal
 - ☐ Infrastructure, such as bike lanes and pathways and pedestrian walkways
 - ☐ Installation of Electric Vehicle Chargers Community Wide
 - ☐ Installation of Electric Vehicle Chargers Municipal
 - ☐ Public transit system improvement investments
 - ☐ Purchasing of electric vehicles
 - ☐ Satellite work centers
 - ☐ Synchronization of traffic signals
 - ☐ Use of flex time by employers
 - ☐ Zoning guidelines for requirements that promote energy efficient development
 - ☐ Other, specify
- ☐ Other (requires approval of Secretary), please explain

*How will your use of funds help your unit of government meet its strategy/goals?

By working towards a goal of clean energy, the lighting retrofits at the City of Kissimmee's Fortune Road Athletic Complex will allow the City to replace older, energy-inefficient lights at the local park with 144 new LED luminaires fixtures. These fixtures will provide energy savings of more than 48%, are 80% less spill and flare light than open-faced LED fixtures, will use existing electrical connections and infrastructure, and will have IDA-compliant design. LED retrofits can provide several benefits to a city, contributing to energy efficiency, cost savings, and overall environmental sustainability. LED lighting is more energy-efficient than traditional lighting technologies like the metal halide lights currently in place. The LEDs consume less energy while providing better and more directed illumination. LED lights are more environmentally friendly than metal halide lights, contain fewer hazardous materials, are 100% recyclable, and contribute to lower carbon emissions due to reduced energy consumption. LED lights provide better illumination, enhancing visibility in public spaces such as streets and parks and improving safety for pedestrians, cyclists, and drivers.

*Provide a brief description of your project:

This project will retrofit the current metal halide stadium lights with 144 LED light fixtures at four softball fields at the City of Kissimmee's Fortune Road Athletic Complex located at 2500 Fortune Road, Kissimmee, Florida 34744. The total project cost will be \$201,600. The EECBG funds will pay for the equipment lights only. The remaining amount will be from local City funding. LED lights will provide high-quality illumination with reduced glare, enhancing the visibility for softball players and spectators alike. LED lighting is energy efficient, does not contain hazardous materials such as mercury, and has a longer life span, making it an eco-friendly and cost-effective choice. LED lighting can be designed to direct light where it is needed, minimizing light pollution. The City of Kissimmee is committed to providing a superior athletic experience for participants and guests at the Fortune Road Athletic Complex.

Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?

☒ Yes

*Please describe how you plan to coordinate with your state

The City of Kissimmee is planning to work with the State and will reach out to State officials to inform them about the grant and plans.

Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?

☒ Yes

Many of the cities in the local area have allocations for EECBG awards, including Winter Garden, Altamonte Springs, Apopka, and Orlando to name a few of the Cities with awards. The City of Kissimmee plans to reach out to each of these municipalities to share insights into their plans for the funding and any lessons learned from previous projects.

EECS: Optional Section

Do you have a plan to collaborate with other eligible units of government?

☐ Yes, we are going to form a team and apply through a joint application

*List the names of the units of government and indicate which is serving as the lead applicant:

*Describe what your team plans to work on together:

☐ Yes, we are going to informally collaborate

*List the names of the units of government:

*Please describe your planned collaboration:

☐ We are not sure yet if we are going to collaborate with other units of local government

☒ No

Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?

☒ Yes

*Please list your partners:

Kissimmee Utility Authority

Local Kissimmee Softball Associations

☐ No

Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

☒ Yes

☐ No

Will this EECBG Program funding help you to access additional sources of funding?

☒ Yes

☒ Local government

☐ State government

☐ Federal government

☐ Philanthropic

☐ Private sector

☐ Other, explain

☐ No

*Would you like assistance in identifying other sources of funding?

☐ Yes

☒ No

Do you anticipate needing support for your project development/implementation?

☐ Yes

☐ What kind of support do you anticipate needing? (check all that apply)

☐ Engineering and modeling

☐ Outreach, education, and advertising

☐ Policy, planning, and program design

☐ Program administration and implementation support

☐ Retrofits

☐ Stakeholder engagement

☐ Other, explain

☒ No

Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

☒ Yes

*Describe how the project(s) have been designed to ensure that it sustains benefits beyond the EECBG

The Fortune Road Athletic Complex is used by residents and visitors to Kissimmee and is in high demand. By improving the lighting at the park and providing a superior athletic facility, the park will be used for many years by athletes and guests to enjoy softball outdoors in Kissimmee. By upgrading the lighting at the park through EECBG funding, the City of Kissimmee will be providing a superior athletic experience for residents and visitors to the park that will keep them returning again and again. Though the equipment has a 10-year warranty, the City of Kissimmee anticipates a 20-year life cycle. LEDs have a longer lifespan compared to traditional lighting sources, which means fewer replacements and less waste. By installing the LED lighting, the City of Kissimmee will save \$18,672 per year with a 10-year cost savings of \$186,720. This will ensure residents will be playing softball under the EECBG lights up through the year 2044!

☐ No

☐ Local sustainable financing

☐ Public and local political support

☐ Staff capacity

☐ Other, explain

How do you intend for your project(s) to benefit disadvantaged communities? Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities: (check all that apply)

- ☐ A decrease in energy burden
- ☐ A decrease in environmental exposure and burdens
- ☐ An increase in access to low-cost capital
- ☐ An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025)
- ☐ An increase in clean energy enterprise creation and contracting (e.g., minorityowned or disadvantaged business enterprises)
- ☐ An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities
- ☐ An increase in parity in clean energy technology access and adoption
- ☒ An increase in energy democracy
- ☐ Other, explain

How will your strategy support the following goal in line with the Justice40 initiative:

The Fortune Road Athletic Complex, located at 2500 Fortune Road in Kissimmee, Florida, is located in US Census tract #12097042900 of Osceola County, which has been identified by the Climate and Economic Justice Tool, the White House Justice40 Initiative, and the EPA Environmental Justice Screening and Mapping Tool as Disadvantaged in the category of Transportation. The park is also located in an area defined as an EPA IRA Disadvantaged Community by the EPA Environmental Justice Screening and Mapping Tool.

Project Information

The following sectors will be served by the equipment installed as part of this rebate application (check all that apply)

- ☐ Agriculture
- ☐ Commercial
- ☐ Higher Education
- ☐ Industrial
- ☐ K-12 Schools
- ☒ Local Government
- ☐ Low/Limited Income
- ☐ Non-Profits
- ☐ Residential
- ☐ Transportation
- ☐ Tribal/Native American Government
- ☐ Not Applicable
- ☐ Other, explain

*This equipment rebate will cover the following EECBG Program eligible activity categories (check all that apply)**

- ☐ Building Codes and Inspection Services
- ☐ Conservation of Transportation Energy
- ☐ Energy Distribution Technologies
- ☐ Energy Efficiency and Conservation Programs for Building and Facilities
- ☐ Energy Efficiency Retrofit Grants for Government Agencies and Non-profits
- ☐ Financial Incentives for Energy Efficiency
- ☐ Material Conservation Programs
- ☐ On-site Renewable Energy On or In a Government Building
- ☐ Program for Financing, Purchasing, and Installing Energy Efficiency, Renewable Energy, and Zero-Emission Transportation (and associated Infrastructure) Measures and Investments, Projects, and
- ☐ Programs for Leveraging Public and Private Sector Funds
- ☐ Reduction, capture, and Use of Landfill Gases
- ☒ Replacement of Traffic Signals and Street Lightning
- ☐ Residential and Commercial Building Audits
- ☐ Retaining Technical Consulting Services
- ☐ Strategy Development and Implementation

*Does this equipment rebate project serve disadvantaged communities (DACs)?

- ☒ Yes
- ☐ No

*Provide more information on how this project serves disadvantaged communities (DACs)

The Fortune Road Athletic Complex, located at 2500 Fortune Road in Kissimmee, Florida, is located in US Census tract #12097042900 of Osceola County, which has been identified by the Climate and Economic Justice Tool, the White House Justice40 Initiative, and the EPA Environmental Justice Screening and Mapping Tool as Disadvantaged in the category of Transportation. The park is also located in an area defined as an EPA IRA Disadvantaged Community by the EPA Environmental Justice Screening and Mapping Tool.

Please provide a 1-2 sentence summary of your project for public use

The Fortune Road Athletic Complex is used by residents and visitors to Kissimmee and is in high demand. By improving the lighting at the park and providing a superior athletic facility, the park will be used for many years by athletes and guests to enjoy softball outdoors in Kissimmee.

*DOE plans to feature some EECBG Program projects in its communications

Is completion of this equipment voucher project dependent on receiving DOE technical assistance through a voucher?*

- ☐ Yes
- ☐ No
- ☒ N/A

*Note: this question is only applicable to recipients that are also using EECBG funds for a Technical Assistance Voucher.

Equipment Entry (complete the next section for each piece of equipment)

***Select the equipment category most relevant to your project.**

☐ **Alternative Fuel Vehicles**

***Select the equipment type most relevant to your project**

☐ **Electric Vehicles**

☐ **Hybrid Vehicles**

☐ **Natural Gas-powered Vehicles**

☐ **Other, explain**

☐ **Electric Vehicle Charging Stations**

***Select the equipment type most relevant to your project**

☐ **EV Charging Station for Government or Tribal Fleet**

☐ **Public EV Charging Stations**

☐ **Other, explain**

☐ **Metering Equipment**

***Select the equipment type most relevant to your project**

☐ **Computerized Traffic Management Systems**

☐ **Metering Technology**

☐ **Other, explain**

☐ **Micromobility Equipment**

***Select the equipment type most relevant to your project**

☐ **Bicycle Fleet**

☐ **Electric Pedal Assisted Bikes**

☐ **E-Bicycles**

☐ **E-Scooters**

☐ **Other**

☐ **Renewable Energy Technologies**

☐ **Battery storage**

☐ **Biomass**

☐ **Fuel Cells**

☐ **Geothermal heat pumps**

☐ **Solar Panels**

☐ **Wind Turbines**

☐ **Other**

☐ **Retrofit Technologies**

***Select the equipment type most relevant to your project**

☒ **Efficient light sources - LED lighting**

☐ **HVAC equipment - Air source heat pumps**

☐ **HVAC equipment - Building Automation Systems (BAS)**

☐ **HVAC equipment - Central Air Conditioners**

☐ **HVAC equipment - Gas, propane, or oil hot water boilers**

☐ **HVAC equipment - Gas, propane, or oil furnaces and fans**

☐ **HVAC equipment - Ground source heat pumps**

☐ **HVAC equipment - Heat recovery ventilation systems**

- ☐ HVAC equipment - Water source heat pumps
- ☐ Water heater equipment - Electric, gas, or oil indirect water heaters
- ☐ Water heater equipment - Electric, gas, or oil tankless coil water heaters
- ☐ Water heater equipment - Gas, oil, propane water heater
- ☐ Water heater equipment - Heat pump water heater
- ☐ Water heater equipment - High efficiency gas storage water heaters
- ☐ Water heater equipment - Solar water heaters
- ☐ Weatherization materials - Insulation
- ☐ Weatherization materials - Roofs
- ☐ Weatherization materials - Solar screens, window louvers or awnings
- ☐ Weatherization materials - Updated doors
- ☐ Weatherization materials - Updated windows and skylights
- ☐ Other
- ☐ Other, explain

Section 2.1: Equipment details

Physical Address of Equipment Installation Location

*Street Address

2500 Fortune Rd

*City

Kissimmee

*State

FL

*Zip+4

34744-3963

Equipment Specifications

*Estimated Installation Completion Date

10/31/2024

*Quantity (must be a number)

144 LED fixtures

*Do you plan to use your equipment rebate to cover the installation costs?

☐ Yes

☒ No

*Do you plan to use in-house staff to conduct the installation?

☐ Yes

☒ No

*Provide detailed equipment information. This may include manufacturer information, model number, size/capacity, efficiency rating, etc.

Musco Light Structure Green LED
88 TLC-LED-1200, 1170W/150,000 Lumens
32 TLC-BT-575, 575W/52,000 Lumens
24 TLC-LED-900, 880W/104,000 Lumens

Copy of supplemental equipment information (e.g., bid documents, specification sheets) - UPLOAD

*What is the fuel source of the existing equipment?

- ☒ Electric
☐ Natural Gas
☐ Oil
☐ Propane
☐ Other, explain

☐ N/A

*What is the fuel source of the new equipment?

- ☒ Electric
☐ Natural Gas
☐ Oil
☐ Propane
☐ Other, explain

Budget Information

*EECBG Program Formula Allocation Amount (must be dollar amount)
\$135,670

*Refer to formula allocations for local and tribal governments.

*Is this rebate application for a teaming project that will use funds from multiple EECBG recipients' formula allocations?

☐ Yes

*Enter the sum total of EECBG formula allocation amounts from the recipients listed in your Team Plan (must be dollar amount)

☒ No

Other Leveraged Funds, if applicable (*complete next section for each source*)

Funding Source

Local City Funds

Funding Amount (must be dollar amount)

\$670,730

Budget Summary

Budget Category

- ☐ Equipment
- ☐ Supplies
- ☒ Contractual
- ☐ Personnel Costs
- ☐ Other Direct Costs

EECBG-BIL (must be dollar amount)

\$135,670

Other Levered Funds (if applicable – must be a dollar amount)

\$670,730

EECBG Program Metrics

For purposes of planning, please specify the primary metric area for this activity. In your performance reporting, you will be required to report metrics from the metric area you specify here (check all that apply).

- ☒ Retrofits
- ☐ Transportation Infrastructure and Vehicles
- ☐ Equipment Purchased
- ☐ Renewable Energy
- ☐ Other: Pertinent metric information for any activity not defined by the above categories should be included here – Please describe

EECBG Program Compliance Requirements

This section describes the compliance requirement documents that must be submitted at the time of application in order to fulfill the requirements of the EECBG Program equipment rebate application.

*Please select the NEPA Statement of Work (SOW) Template most applicable to your project

- ☐ NEPA SOW 1
- ☒ NEPA SOW 2
- ☐ NEPA SOW 3
- ☐ NEPA SOW 4

**SCEP**
STATE & COMMUNITY ENERGY PROGRAMENERGY EFFICIENCY AND
CONSERVATION BLOCK
GRANT PROGRAM[Home](#)[About The Program](#)[Submit Application](#) ▾[My Applications](#)[Requirements](#)[FAQs](#) ▾

Equipment Rebate Voucher Application

WARNING: The application will time-out after two hours of inactivity and does not save automatically. Please plan to complete the application or be sure to click "[Save for later](#)" in the bottom left corner to avoid losing your work. Once saved, you may resume your application by going to the Portal Home Page > My Applications > Draft Applications.

Confirmation

Your unique Application number is: EECEQ-00424. Please retain this for your records.

The EECBG Voucher team is reviewing your application to verify the submitted details. Once the review is completed, we will send you an email with next steps. If you have any questions, please email EECBGVouchers@icf.com with your application number in the subject line. Thank you.

Steps

- ✓ Recipient Information
- ✓ Energy Efficiency and Conservation Strategy (EECS)
- ✓ EECS: Strategy and Goal
- ✓ EECS: EECBG Program Activities
- ✓ EECS: Optional Section
- ✓ Project Information
- ✓ Budget Information
- ✓ Budget Summary
- ✓ EECBG Program Metrics
- ✓ EECBG Program Compliance Requirements
- ✓ EECBG Program Equipment Rebate Voucher Terms and Conditions
- Confirmation

Website and program administered by ICF Incorporated under DOE BPA Award 89303023ASE000001.
Instances of potential fraud, waste, and abuse should be referred to the [DOE IG Hotline](#), phone: 1-800-541-1625 or email: ighotline@hq.doe.gov

Statement of Work for Non-tribal Energy Efficiency and Conservation Block Grant (EECBG) Applicants with a Historic Preservation Programmatic Agreement (PA)* Requesting Expedited Reviews for Projects with No Ground Disturbing Activities

Please check applicable boxes. Note-All boxes must be checked to use this statement of work.

☒	I represent a <u>non-tribal</u> organization.
☒	My organization will not fund project activities on tribal lands or tribally owned structures.**
☒	My organization is proposing <u>no ground disturbing activities</u> .
☒	My organization is located in AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, or VI.
☒	I understand I am required to review the NEPA and Historic Preservation training website: www.energy.gov/node/4816816 and contact my DOE project officer with any questions before initiating project activities.
☒	I understand I am required to review my NEPA determination (the DOE form that documents DOE's environmental review of a project activities) and historic preservation programmatic agreement* once I have an approved award from the DOE Contracting officer. I will contact my DOE project officer with questions on my award documents.

By signing below, the City of Kissimmee (enter Applicant organization) provides assurance that it shall only fund projects (including subgrants) that fall within the Bounded Categories listed below and, will follow all restrictions defined below.

Bounded Categories including Blueprint activities:

1. Energy Planning limited to:
 - a. Energy data collection to assist in reducing fossil fuel emissions, reducing total energy use, or improving energy efficiency
 - b. Develop energy vision, goals, and strategies
 - c. Stakeholder engagement, education, and outreach
 - d. Write, adopt, and publicize energy plan
 - e. Development of energy efficiency and conservation strategies, project-specific plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support to state agencies, local governments, and affected stakeholders. All project activities identified from these planning efforts and funded from this ALRD must be listed within the Bounded Categories. Projects not listed within these Bounded Categories would require submission of an Environmental Questionnaire (EQ-1).
 - f. Development and implementation of programs and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.

2. Development and implementation of classroom or virtual training programs.
3. Energy Efficiency Audits limited to:
 - a. Building energy assessments
 - b. Energy audits
4. Development and implementation of building codes including inspection services, and associated activities to support code compliance and promote building energy efficiency.
5. Building Energy Efficiency: Funding commercially available energy or water efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), or all projects are installed in or on existing buildings, do not require structural reinforcement, or tree removal, are appropriately sized, and are limited to:
 - a. Installation of insulation
 - b. Installation of energy efficient lighting
 - c. HVAC upgrades (to existing systems)
 - d. Weather sealing
 - e. Purchase and installation energy/water efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - f. Retrofit of energy efficient pumps and motors, for such uses as (but not limited to) wastewater treatment plants, where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
6. Development, implementation, and installation of onsite renewable energy technology, provided that projects are installed in or on an existing building, do not require structural reinforcement, no trees are removed, are appropriately sized, and are limited to:
 - a. Solar Electricity/Photovoltaic—appropriately sized system or unit not to exceed 60 kW.
 - b. Wind Turbine—20 kW or smaller.
 - d. Solar Thermal (including solar thermal hot water)—system must be 200,000 BTU per hour or smaller.
7. Biomass Thermal—3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.
8. Purchase of alternative fuel vehicles
9. Energy Savings Performance Contracts for Efficiency and Electrification identification in Municipal Buildings limited to:
 - a. Explore potential future financing options
 - b. Procurement (of performance contractor) and legal support/technical assistance
10. Building Efficiency & Electrification Campaign Activities for Low Income Residential or Small Commercial limited to:

- a. Communications and website development
 - b. Program education, outreach, and advertising
 - c. Procurement & legal support/technical assistance
11. Building Performance Standards limited to:
- a. Stakeholder Engagement, education, and outreach
 - b. Benchmarking
 - c. Metric Selection and Target Setting
 - d. Determine Compliance and Enforcement Approach
12. Solar (and battery storage) Power Purchase Agreement development including:
- a. Site assessment
 - b. Project savings assessment
 - c. Procurement & legal support
13. Development and installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective Applicant's DOE executed Historic Preservation PA, are installed in or on an existing building, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
14. Community Solar activities limited to:
- a. Stakeholder engagement, education, and outreach
 - b. Site assessment
 - c. Procurement of developer & legal technical support
 - d. Program education, outreach, and advertising
 - e. Communications and program promotion, including website development for sign up and public education
 - f. Procurement of contractor & legal technical support
 - g. Stakeholder engagement through education and outreach
 - h. Development, and installation of onsite renewable energy technology, provided that activities adhere to the requirements of the respective Applicant's DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing building, do not require structural reinforcement, no trees are removed, are appropriately sized, and are limited to solar electricity/photovoltaic systems—not to exceed 60 kW.
15. Solarize Campaign limited to:
- a. Design program details, including financing options for customers
 - b. Procurement of developer & legal technical support
 - c. Program education, outreach, and advertising
16. Renewable Resource Planning for Communities limited to:
- a. Plan development & publication
 - b. Preliminary Siting planning and assessments
 - c. Program education, outreach, and advertising
17. Electric Vehicles for Municipal Fleets limited to:
- a. Development of fleet replacement plan

- b. Development of charging plan including cost assessment of electric bill
 - c. Development of utility data sharing agreement
 - d. Procurement and legal technical support to purchase EVs and electric vehicle supply equipment (EVSE)
18. EV Charging Infrastructure for the Community limited to:
- a. Stakeholder engagement through education and outreach
 - b. Siting plan and site assessments
 - c. Procurement and legal technical support to purchase EVSE
 - d. Market analysis
19. Sustainable Financing Solutions for Energy Projects and Programs limited to:
- a. Program design
 - b. Legal support
 - c. Communications and program promotion
 - d. Program evaluation
20. Workforce Development limited to:
- a. Curriculum development
 - b. Program education, outreach, and advertising
 - c. Paying trainers and trainees
 - d. Providing trainee assistance including supplemental services

The Applicant is responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment or any inconsistency with the “integral elements” from a particular project. See 10 C.F.R. 1021 Appendix B. The online NEPA and Historic preservation training at www.energy.gov/node/4816816 reviews these concepts.

Expedited NEPA review based on the NEPA Statement of Work and supporting documents does not preclude DOE from conducting stewardship activities, including audits, and site visits, or from exercising any other rights under the EECBG program.

By signing below, the Applicant, agrees to follow all the statements and restrictions in this document; review and follow the NEPA determination included in each Applicant’s award documents when received; review the online NEPA and Historic preservation training at www.energy.gov/node/4816816; and submit quarterly NEPA logs. DOE has developed a NEPA and Historic Preservation training website with PowerPoint presentations, sample template documents (including a project scope of work and a project layout), word document of an Environmental Questionnaire-1 (EQ1) and an EQ1 submission guide. Applicants are responsible for reviewing the online NEPA training and reviewing the sample documents provided at www.energy.gov/node/4816816 prior to initiating projects. Recipients must contact their DOE project officer with any questions. Subgrantees should also review the NEPA training website prior to initiating projects.



February 05, 2024

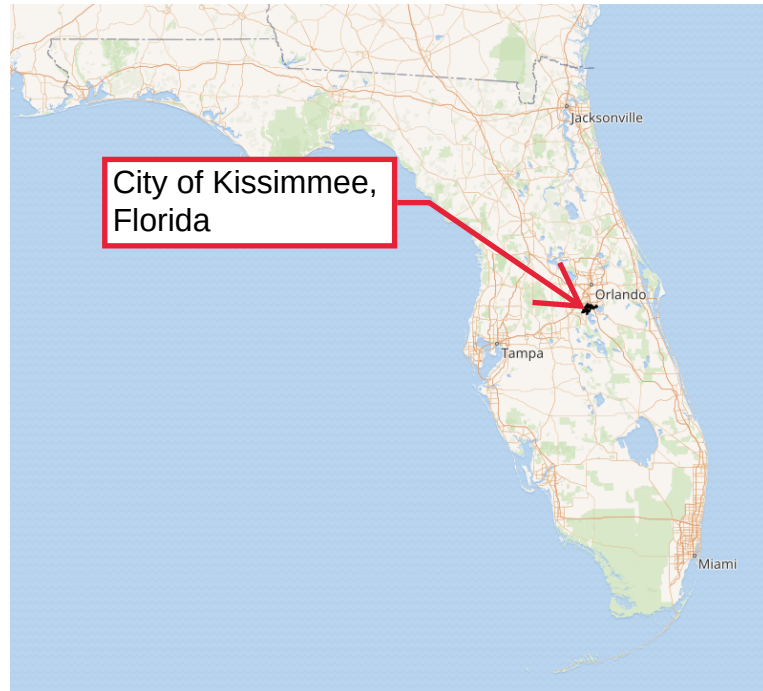
Authorized Signature

Date

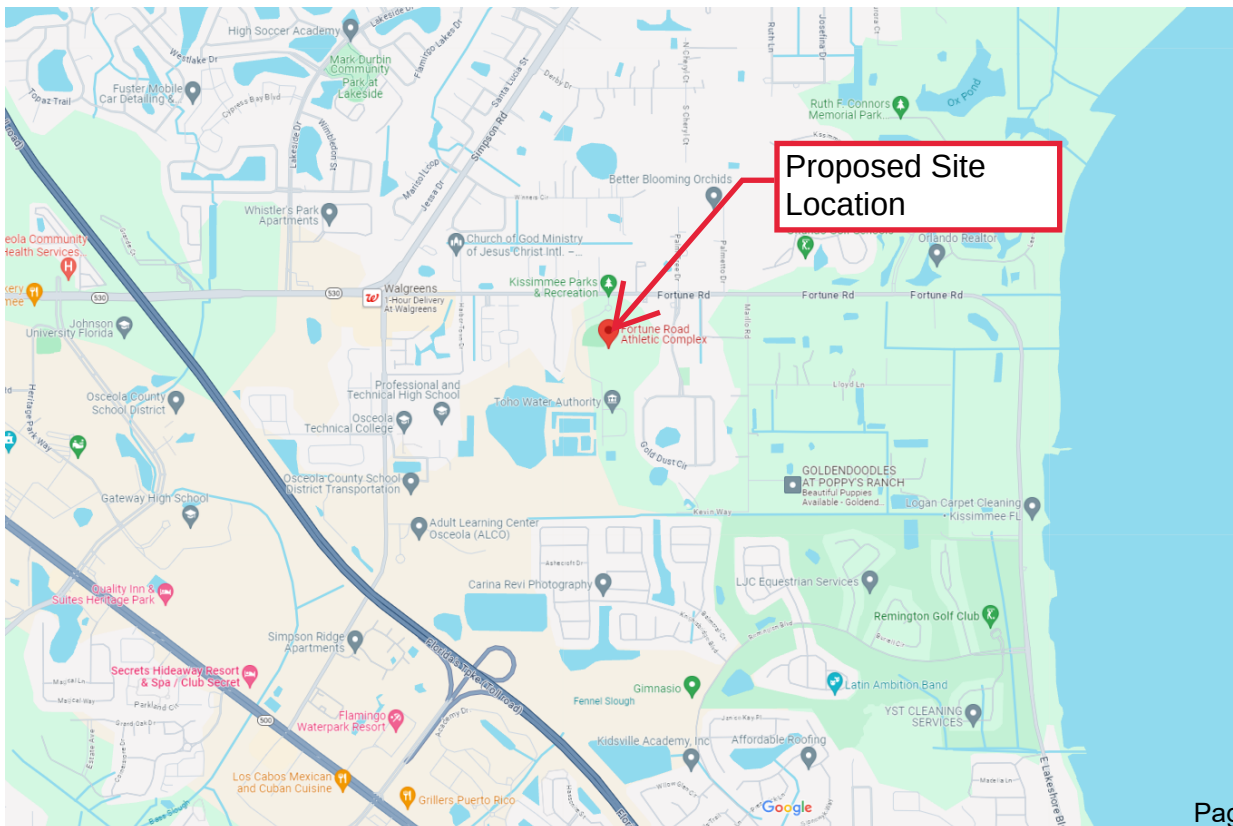
Name (Printed or typed): Mike SteigerwaldTitle (Printed or typed): City ManagerOrganization (Printed or typed): City of Kissimmee

***Non-tribal Applicants with a PA are located in AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, or VI. DOE PAs and amendments can be found at: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>**

****Any activities on tribal land or tribally owned structures require additional DOE review. I will contact my DOE project officer for instructions on submitting an Environmental Questionnaire for this review.**



Fortune Road Athletic Complex
2500 Fortune Rd,
Kissimmee, FL 34744





Quote

**FORTUNE ROAD SOFTBALL
SINGLE FIELD**

MATERIALS ONLY

**RETROFIT EXISTING POLES WITH LED
Date: February 14, 2024**

Field Description: Replace existing fixtures with LED – Per Musco design #212530C

Sports Cluster LED System delivered to your site

- 6 x galvanized steel pole top crossarms
- UL Listed remote electrical component enclosure & Pole length wire harness
- Factory-aimed and assembled LED luminaires

Also Includes:

- Energy savings of more than 48%
- 80% less spill and glare light than Open Faced LED Fixtures
- 50/30fc
- IDA Compliant Design

Pricing listed below is based on Clay County bid # 18/19-2

Budget Estimate

Field Description	QTY	\$ Per		Total
1) Softball (300') SCG	1	\$167,135.00	\$	167,135
		Sub-Total		\$167,135
Deduct for City of Kissimmee	1	-\$26,635.00	\$	(26,635)
TOTAL				\$ 140,500

*If all 4 field are done at one time, deduct \$9,000 from the total of four fields

- Does NOT include sales tax, Permitting fees
- Pricing is good for 120 days

Robert A. DeCouto



Budget Estimate

FORTUNE ROAD SOFTBALL SINGLE FIELD

INSTALLATION

RETROFIT EXISTING POLES WITH LED Date: February 14, 2024

Description: Replace existing fixtures with LED – Per Musco design #212530C

Installing owner furnished equipment

- 6 x galvanized steel pole top crossarms
- UL Listed remote electrical component enclosure & Pole length wire harness
- Factory-aimed and assembled LED luminaires

Also Includes:

- Electrical hookup to existing infrastructure
- Demo all fixtures & remove from site

Pricing listed below is based on Clay County bid # 18/19-2

Budget Estimate

Musco's Light Structure Green LED™ as described above and delivered to the job site **\$61,100.00**

- This is a budget estimate and may change depending on the contractor's availability and aggressiveness for bid
- Does NOT include sales tax, Permitting fees
- Pricing is good for 120 days

Robert A. DeCouto

Life Cycle Cost

Fortune Road Sports Complex

4 Fields

Prepared for: The City of Kissimmee

2/14/2024

ENERGY SAVINGS

	# of Fixtures*	Ave kWh Per fix	Total kWh	Annual hours of usage	*Energy Cost per kWh	Total kWh Cost (yr)	10 Year Energy Cost
Musco LED	144	0.99	142.48	500	0.240	\$17,097.60	\$170,976.00
Existing Musco	184	1.62	298.08	500	0.240	\$35,769.60	\$357,696.00
Savings						\$18,672.00	\$186,720.00

New system comes with a 10 year parts & labor warranty

Maintenance costs are eliminated with the exception of checking fuses.

*Energy cost is estimated based on current rates including demand charges

% Savings 52.2%

Fortune Road Sports Softball Complex Retrofit

Kissimmee, FL

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	70'	70'	3	TLC-LED-900	2.64 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
A3-A4	70'	70'	3	TLC-LED-900	2.64 kW	B
		16'	1	TLC-BT-575	0.58 kW	B
A5-A6	70'	70'	3	TLC-LED-900	2.64 kW	C
		16'	1	TLC-BT-575	0.58 kW	C
A7-A8	70'	70'	3	TLC-LED-900	2.64 kW	D
		16'	1	TLC-BT-575	0.58 kW	D
B1-B2	80'	80'	6	TLC-LED-1200	7.02 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
B3-B4	80'	80'	6	TLC-LED-1200	7.02 kW	B
		16'	1	TLC-BT-575	0.58 kW	B
B5-B6	80'	80'	6	TLC-LED-1200	7.02 kW	C
		16'	1	TLC-BT-575	0.58 kW	C
B7-B8	80'	80'	6	TLC-LED-1200	7.02 kW	D
		16'	1	TLC-BT-575	0.58 kW	D
C1-C2	70'	70'	5	TLC-LED-1200	5.85 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
C3-C4	70'	70'	5	TLC-LED-1200	5.85 kW	B
		16'	2	TLC-BT-575	1.15 kW	B
C5-C6	70'	70'	5	TLC-LED-1200	5.85 kW	C
		16'	2	TLC-BT-575	1.15 kW	C
C7-C8	70'	70'	5	TLC-LED-1200	5.85 kW	D
		16'	2	TLC-BT-575	1.15 kW	D
24			144		142.48 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Softball 1	35.62 kW	36
B	Softball 2	35.62 kW	36
C	Softball 3	35.62 kW	36
D	Softball 4	35.62 kW	36

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	88
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	32
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	24

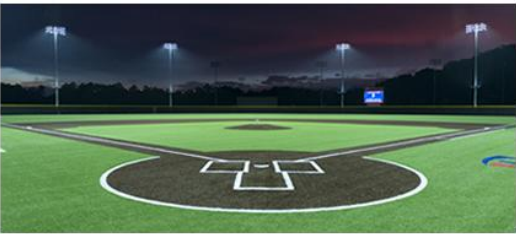
Single Luminaire Amperage Draw Chart								
Driver (.90 min power factor)		Max Line Amperage Per Luminaire						
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200		6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-BT-575		3.4	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-900		5.2	4.9	4.5	3.9	3.1	2.9	2.3

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Softball 1 (Infield)	Horizontal Illuminance	50.8	44.4	63	1.42	1.14	A	36
Softball 1 (Outfield)	Horizontal Illuminance	31.3	23.3	46.2	1.99	1.34	A	36
Softball 2 (Infield)	Horizontal Illuminance	52.7	45	64	1.42	1.17	B	36
Softball 2 (Outfield)	Horizontal Illuminance	31.1	22.1	47.5	2.14	1.41	B	36
Softball 3 (Infield)	Horizontal Illuminance	50.6	44.4	62	1.40	1.14	C	36
Softball 3 (Outfield)	Horizontal Illuminance	31.3	23.6	46.8	1.98	1.33	C	36
Softball 4 (Infield)	Horizontal Illuminance	51.6	42.4	63.5	1.50	1.22	D	36
Softball 4 (Outfield)	Horizontal Illuminance	30.7	24	46.4	1.94	1.28	D	36

ENGINEERED DESIGN By: Curt Lamberson - File #212530C - 01-Feb-23

From Hometown to Professional



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	3	3	0
2	B1-B2	80'	-	15.5'	TLC-BT-575	1	1	0
				80'	TLC-LED-1200	6	6	0
2	C1-C2	70'	-	15.5'	TLC-BT-575	2	2	0
				70'	TLC-LED-1200	5	5	0
6	TOTALS					36	36	0



Fortune Road Sports Softball Complex Retrofit
Kissimmee, FL

GRID SUMMARY	
Name:	Softball 1
Size:	310'/325'/310' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.79	31.25
Maximum:	63.0	46.2
Minimum:	44.4	23.3
Avg / Min:	1.14	1.34
Guaranteed Max / Min:	2	2.5
Max / Min:	1.42	1.99
UG (adjacent pts):	1.29	1.35
CU:	0.73	
CV:	0.12	0.16
No. of Points:	25	199
LUMINAIRE INFORMATION		
Applied Circuits:	A	
No. of Luminaires:	36	
Total Load:	35.62 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A3-A4	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	3	3	0
2	B3-B4	80'	-	15.5'	TLC-BT-575	1	1	0
				80'	TLC-LED-1200	6	6	0
2	C3-C4	70'	-	15.5'	TLC-BT-575	2	2	0
				70'	TLC-LED-1200	5	5	0
6	TOTALS					36	36	0



Fortune Road Sports Softball Complex Retrofit
Kissimmee, FL

GRID SUMMARY	
Name:	Softball 2
Size:	310'/325'/310' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	52.65	31.08
Maximum:	64.0	47.5
Minimum:	45.0	22.1
Avg / Min:	1.17	1.40
Guaranteed Max / Min:	2	2.5
Max / Min:	1.42	2.14
UG (adjacent pts):	1.20	1.33
CU:	0.74	
CV:	0.11	0.17
No. of Points:	25	199
LUMINAIRE INFORMATION		
Applied Circuits:	B	
No. of Luminaires:	36	
Total Load:	35.62 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A5-A6	70'	-	15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-900	3	3	0	
2	B5-B6	80'	-	15.5'	TLC-BT-575	1	1	0	
				80'	TLC-LED-1200	6	6	0	
2	C5-C6	70'	-	15.5'	TLC-BT-575	2	2	0	
				70'	TLC-LED-1200	5	5	0	
6	TOTALS					36	36	0	



Fortune Road Sports Softball Complex Retrofit
Kissimmee, FL

GRID SUMMARY	
Name:	Softball 3
Size:	310'/325'/310' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.62	31.34
Maximum:	62.0	46.8
Minimum:	44.4	23.6
Avg / Min:	1.14	1.33
Guaranteed Max / Min:	2	2.5
Max / Min:	1.40	1.98
UG (adjacent pts):	1.21	1.36
CU:	0.74	
CV:	0.11	0.15
No. of Points:	25	199
LUMINAIRE INFORMATION		
Applied Circuits:	C	
No. of Luminaires:	36	
Total Load:	35.62 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

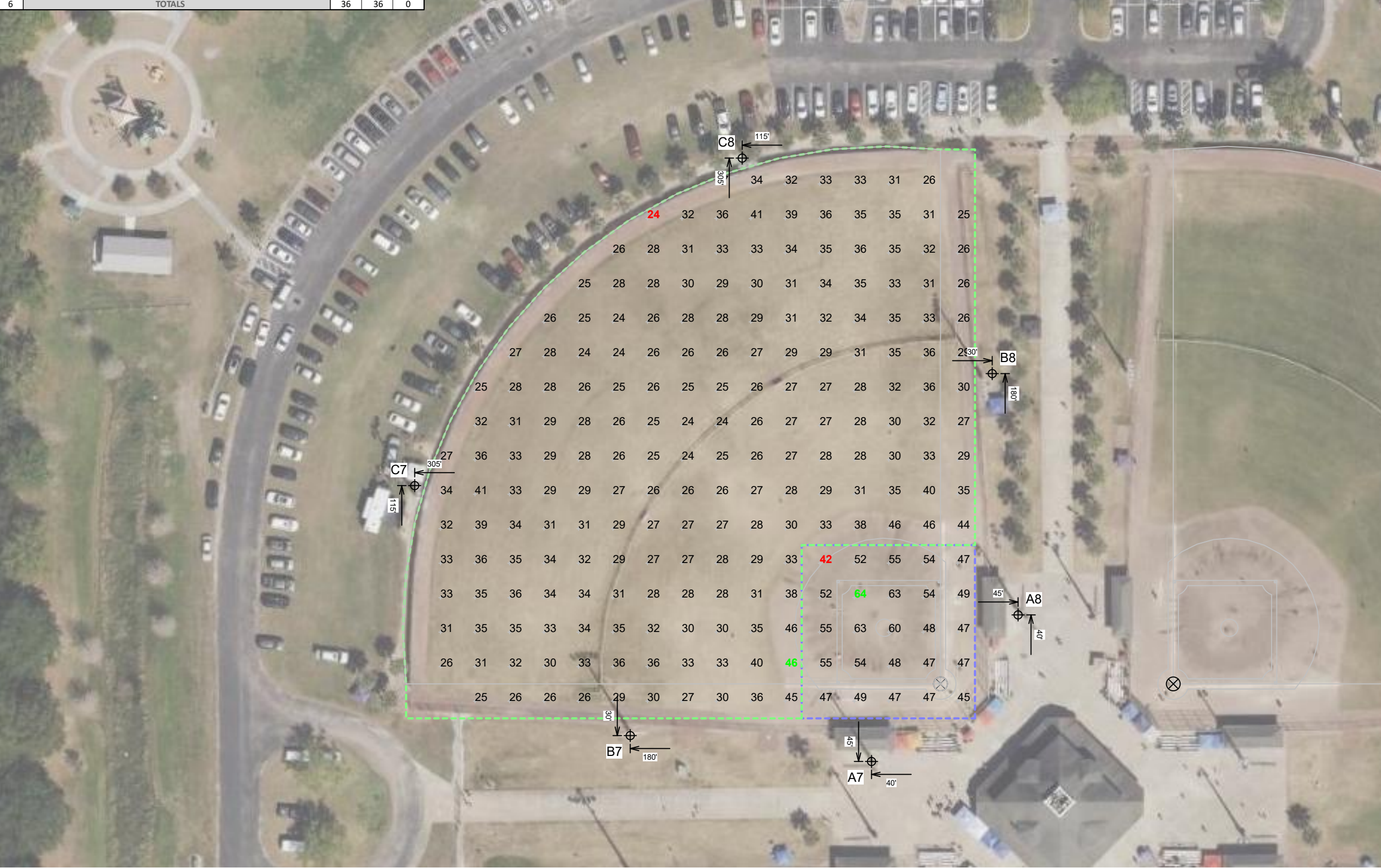


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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A7-A8	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	3	3	0
2	B7-B8	80'	-	15.5'	TLC-BT-575	1	1	0
				80'	TLC-LED-1200	6	6	0
2	C7-C8	70'	-	15.5'	TLC-BT-575	2	2	0
				70'	TLC-LED-1200	5	5	0
6	TOTALS					36	36	0



Fortune Road Sports Softball Complex Retrofit
Kissimmee, FL

GRID SUMMARY	
Name:	Softball 4
Size:	310'/325'/310' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.61	30.69
Maximum:	63.5	46.4
Minimum:	42.4	24.0
Avg / Min:	1.22	1.28
Guaranteed Max / Min:	2	2.5
Max / Min:	1.50	1.94
UG (adjacent pts):	1.26	1.34
CU:	0.73	
CV:	0.11	0.15
No. of Points:	25	199
LUMINAIRE INFORMATION		
Applied Circuits:	D	
No. of Luminaires:	36	
Total Load:	35.62 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
8	A1-A8	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	3	3	0
8	B1-B8	80'	-	15.5'	TLC-BT-575	1	1	0
				80'	TLC-LED-1200	6	6	0
8	C1-C8	70'	-	15.5'	TLC-BT-575	2	2	0
				70'	TLC-LED-1200	5	5	0
24	TOTALS					144	144	0



Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗

Fortune Road Sports Softball Complex Retrofit
Kissimmee, FL

GRID SUMMARY	
Name:	Spill 150ft Offset
Spacing:	30.0'
Height:	5.0' above grade

ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0113
Maximum:	0.038
Minimum:	0.001
No. of Points:	117
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C, D
No. of Luminaires:	144
Total Load:	142.48 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



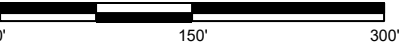
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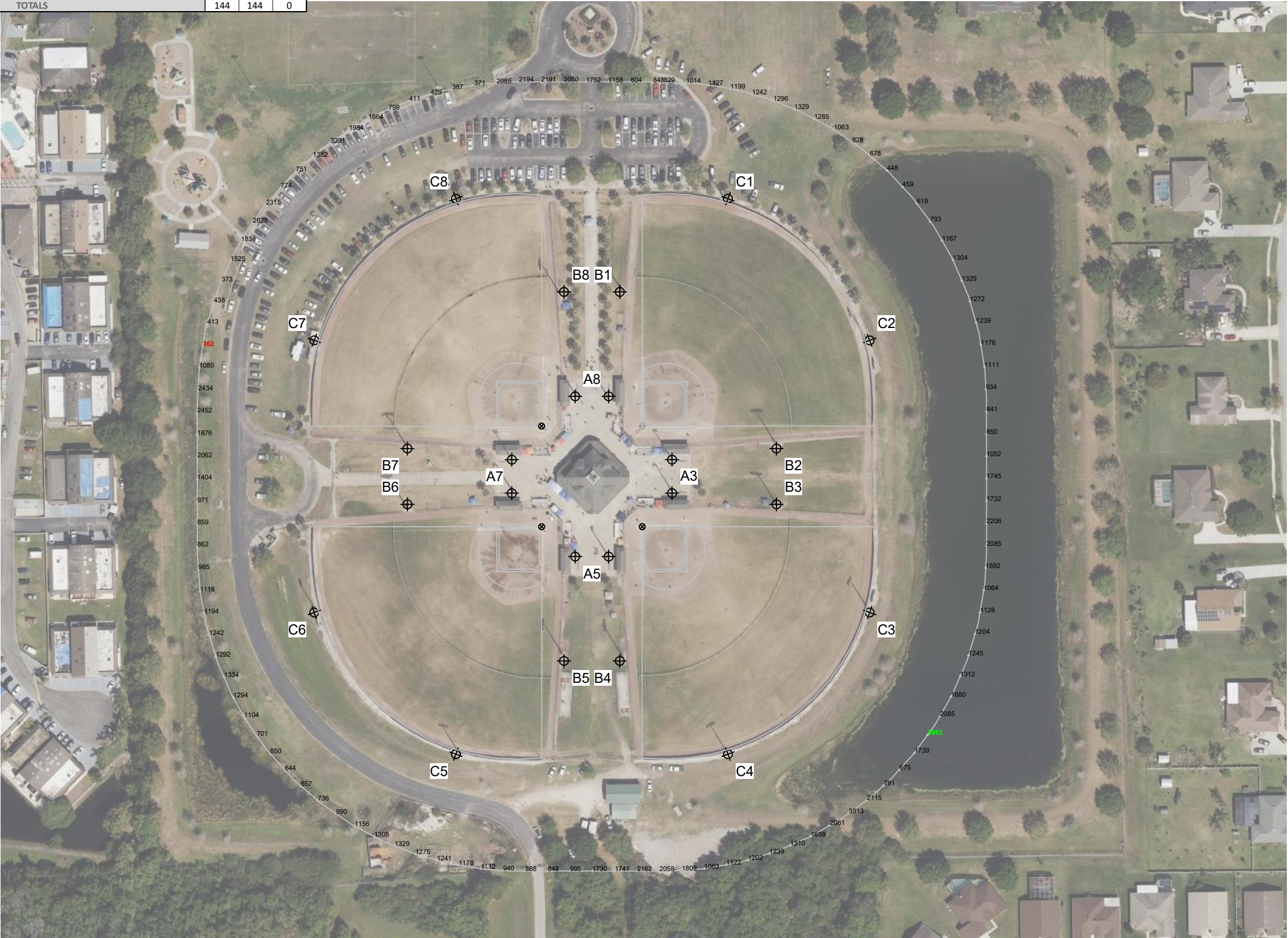
ILLUMINATION SUMMARY



SCALE IN FEET 1 : 150



EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
8	A1-A8	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	3	3	0
8	B1-B8	80'	-	15.5'	TLC-BT-575	1	1	0
				80'	TLC-LED-1200	6	6	0
8	C1-C8	70'	-	15.5'	TLC-BT-575	2	2	0
				70'	TLC-LED-1200	5	5	0
24	TOTALS					144	144	0



Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗

Fortune Road Sports Softball Complex Retrofit
Kissimmee, FL

GRID SUMMARY	
Name:	Spill 150ft Offset
Spacing:	30.0'
Height:	5.0' above grade

ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Scan Average:	Entire Grid 1306.2094
Maximum:	3693.074
Minimum:	362.229
No. of Points:	117
LUMINAIRE INFORMATION	
Applied Circuits:	A, B, C, D
No. of Luminaires:	144
Total Load:	142.48 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



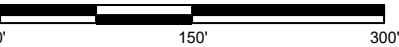
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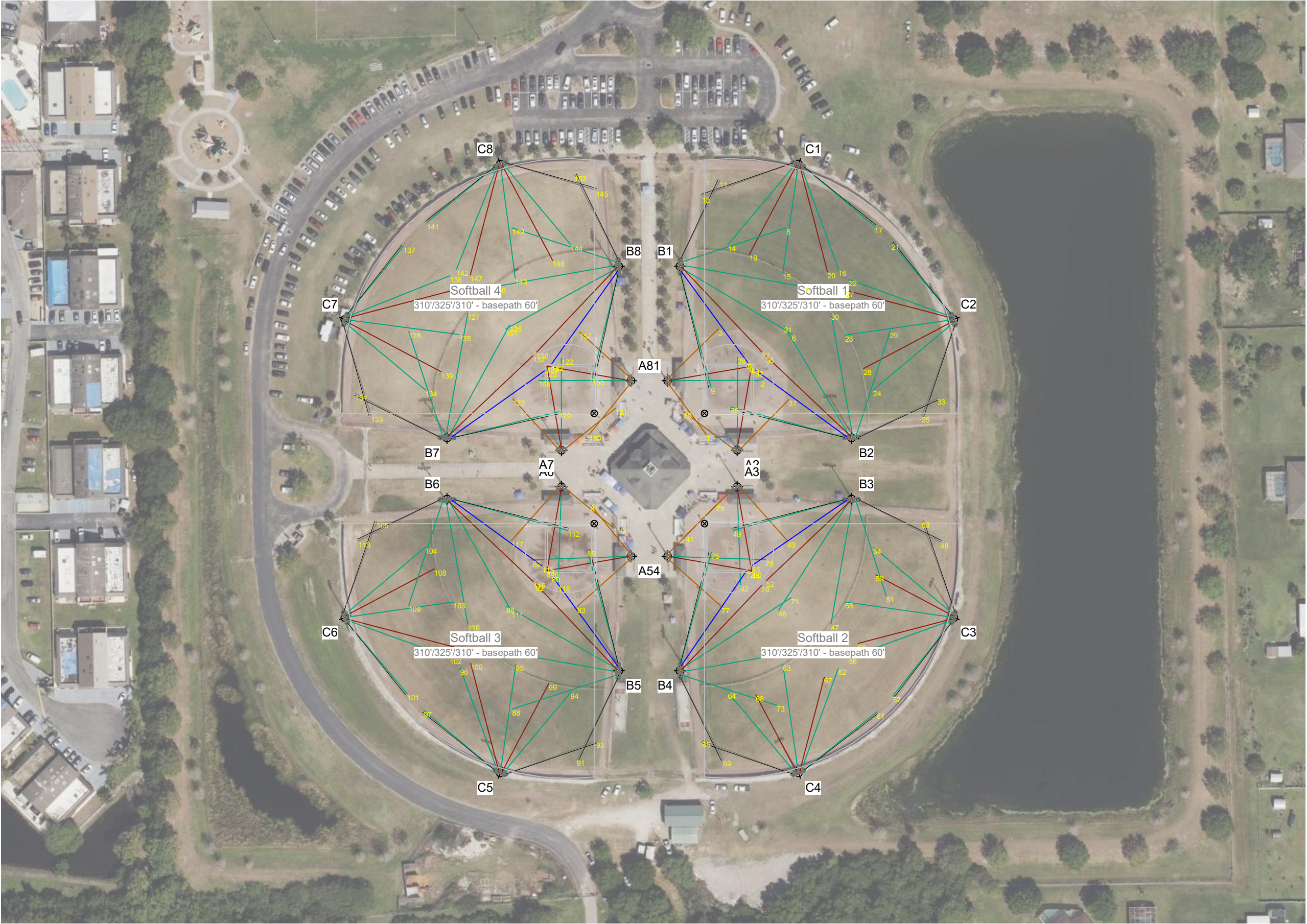
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ILLUMINATION SUMMARY



SCALE IN FEET 1 : 150





Fortune Road Sports Softball Complex Retrofit
Kissimmee, FL

EQUIPMENT LAYOUT

INCLUDES:

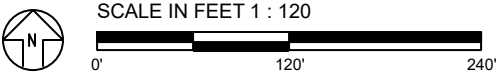
- Softball 1
- Softball 2
- Softball 3
- Softball 4

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN						
Pole				Luminaires		
QTY	LOCATION	CLASS	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
8	A1-A8		-	15.5' 70'	TLC-BT-575	1
					TLC-LED-900	3
8	B1-B8		-	15.5' 80'	TLC-BT-575	1
					TLC-LED-1200	6
8	C1-C8		-	15.5' 70'	TLC-BT-575	2
					TLC-LED-1200	5
24	TOTALS					144

SINGLE LUMINAIRE AMPERAGE DRAW CHART						
Driver (.90 min power factor)		Line Amperage Per Luminaire (max draw)				
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)
TLC-LED-1200		6.9	6.5	6.0	5.2	4.2
TLC-BT-575		3.4	3.2	2.9	2.5	2.0
TLC-LED-900		5.2	4.9	4.5	3.9	3.1



ENGINEERED DESIGN By: Curt Lamberson · File #212530C · 01-Feb-23

Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗



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ENTERTAINMENT

SPORTS

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SOLAR PLAN

Jul 1, 2020 | Kissimmee News | ★★★★★



The solar power is now flowing though
Kissimmee Utility Authority.



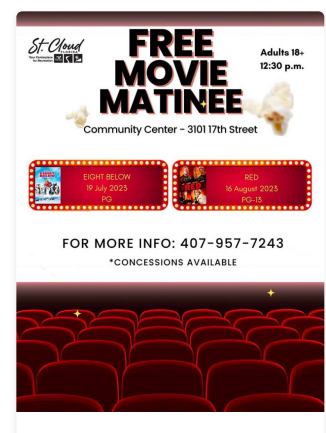
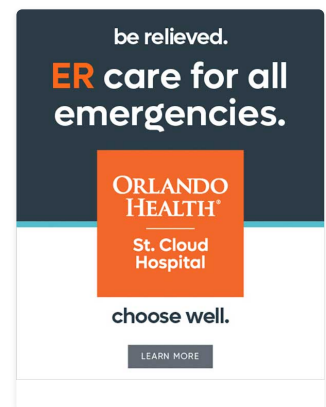
As of Tuesday, customers of KUA along with five other Florida public power utilities are now receiving energy from solar farms that are part of the Florida Municipal Solar Project. One of those farms is located south and east of Harmony and St. Cloud.

And one of those customers is the city of Kissimmee. It signed on to the project back in 2019 as its first subscriber, and this week solar energy is powering 100 percent of its facilities — without needing any special equipment. The city will consume about 10 percent of KUA's total output from the solar farm to power all of its city-owned facilities.

"This is a positive step toward the future as we decide to use clean energy, and is a decision that will benefit the City and its residents for many years to come," said Mayor Jose Alvarez.

Many households and businesses in Kissimmee do not have access to solar because they rent, live in multi-tenant buildings, have roofs that are unable to host a solar system or experience some other mitigating factor. KUA's Community Solar option provides homeowners, renters and businesses equal access to the economic and environmental benefits of solar energy generation.

KUA subscribers who want to enroll in the Community Solar Program [can get information and enroll here.](#)



The Florida Municipal Solar Project is a partnership between the Florida Municipal Power Agency (FMPA) and 16 Florida public power utilities. It's a large-scale renewable energy project that will enable KUA to provide solar power in the most cost-effective way and lock in a price for power for the next 20 years.

The solar sites generate a total of 149 megawatts of emissions-free energy – enough to power 30,000 homes. KUA is among the first six Florida cities to receive power from the project. One megawatt serves approximately 200 typical residential electric customers in Florida. There were no up-front costs for the participating municipal electric utilities, and KUA will only pay for the power it purchases.

SHARE:



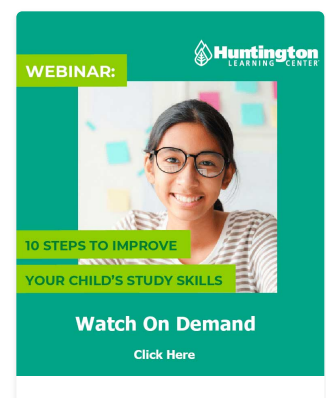
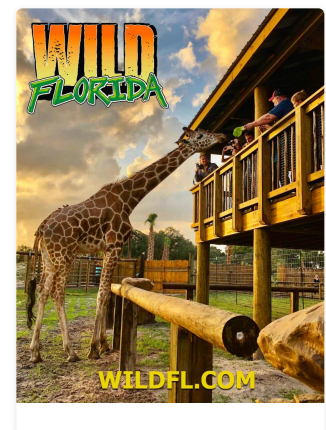
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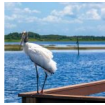
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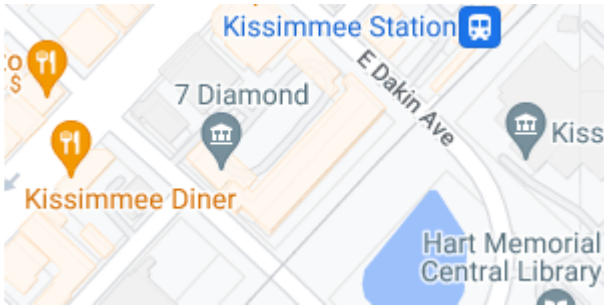
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Jul 13, 2023 | Weather

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From: [Steve Lackey](#)
To: [Anna Bonjour](#); [Ryan Ruskay](#); [Andrea Campbell](#)
Subject: Fwd: U.S. Department of Energy EECBG Program Voucher Application Preapproval - Kissimmee
Date: Monday, April 8, 2024 5:45:06 PM

Sent from my iPhone

Begin forwarded message:

From: EECBG Vouchers <EECBGvouchers@emailicf.com>
Date: April 8, 2024 at 5:41:09 PM EDT
To: Tavia Ritchie <Tavia.Ritchie@kissimmee.gov>, Steve Lackey <STEVE.LACKEY@kissimmee.gov>
Cc: EECBG Vouchers <EECBGvouchers@emailicf.com>
Subject: U.S. Department of Energy EECBG Program Voucher Application Preapproval - Kissimmee

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

Dear Contacts for Kissimmee, FL,

Congratulations! U.S. Department of Energy has approved your Energy Efficiency and Conservation Block Grant (EECBG) Program Equipment Rebate Voucher application, and you can now proceed with equipment purchase and installation.

If you need additional assistance or have any questions, please contact us at EECBGVouchers@icf.com and reference your application number below.

Application Number: IA-0000000424

Thank you,

EECBG Program Voucher Team

U.S. Department of Energy EECBG Program Vouchers | EECBGVouchers@icf.com | doerebates.my.site.com/eecbgvouchers

ITEM 7.C

First Amendment to the Hurricane Housing Recovery Program Subrecipient Agreement between the City of Kissimmee and Kissimmee Oaks Housing I

Request

Approve and execute the First Amendment to contract number #2024-0109, Hurricane Housing Recovery Program (HHRP) Subrecipient Agreement between the City of Kissimmee and Kissimmee Oaks Housing I, Inc. to cover additional expenses.

Explanation

The City of Kissimmee was awarded \$79,230 in funding from the Florida Housing Finance Corporation (FHFC) under the Hurricane Housing Recovery Program (HHRP) back in February 2023 and received additional allocations within the next months, totaling \$157,796. Thus, the total HHRP award received by the City from the FHFC to cover damages from Hurricanes Ian and Nicole was \$237,026. The City Commission approved and executed contract number #2024-0109, to provide funding to Kissimmee Oaks Housing I (aka Osceola Council on Aging, Inc.) for their project Oak Leaf Landings, which endured damage during Hurricane Ian in an amount of \$90,346.07. Shortly after that award was made, the Council on Aging contacted staff asking if their award could be increased because of the need for more funding to cover additional costs for the renovations and to pay for relocation costs of the affected households in the multifamily complex. All the requested expenses are eligible under the HHR Program.

On January 22, 2024, the City received a waiver for the 65% set aside requirements for homeownership and the 75% construction set aside requirements. Thus, providing remaining HHRP funding for this project is allowable. If the Commission approves this request, all of its HHRP funds will be spent. The additional HHRP funds will be given to the Council on Aging as a grant.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225103 503434	SHIP HHRP		\$146,679.93	\$146,679.93

Financial Summary:

This amendment will increase the Kissimmee Oaks Housing I funding amount to \$237,026. There is no fiscal impact on the General Fund since this is a grant-funded project.

Recommendation

Approval and execution of the First Amendment to HHRP Subrecipient Agreement between the City of Kissimmee and Kissimmee Oaks Housing I, Inc. to cover additional expenses.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) HHRP First Amendment

**FIRST AMENDMENT TO CITY OF KISSIMMEE AND
KISSIMMEE OAKS HOUSING I, INC SUBRECIPIENT AGREEMENT FOR THE
HURRICANE HOUSING RECOVERY (HHR) PROGRAM**

This **First Amendment to the HHR Program Agreement** (hereinafter referred to as the "First Amended Agreement") is entered into on _____, 2024, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as "City"), **Kissimmee Oaks Housing I, Inc. (DBA Osceola Council on Aging**, with a principal address of 2350 N. Central Avenue, Kissimmee, Florida 34741 (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, on December 19, 2023, the City and Subrecipient entered into a HHR Program Agreement Between the City and Subrecipient (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the City has been approached by the Subrecipient requesting additional funds in the amount of One Hundred Forty Six Thousand Six Hundred Seventy Nine Dollars and 93/100 Cents (\$146,679.93) to cover unexpected costs in its Project subsidized under the Original Agreement, including mold remediation and relocation costs for the tenants of the affected units; and

WHEREAS, the City is able award the full amount of its remaining HHRP grant and utilize the approved waiver of the 65% Homeownership and 75% Construction set aside requirements received from the Florida Housing Finance Corporation on January 22, 2024 to implement the City's Disaster Relief Strategy; and

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

1. All references in the Original Agreement to the award amount of Ninety Thousand Three Hundred Forty-Six Dollars and 07/100 Cents (\$90,346.07) shall be amended to Two Hundred Thirty Seven Thousand Twenty Six Dollars and 00/100 Cents (\$237,026.00).
2. All other provisions of the Original Agreement remain in full force and effect.

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

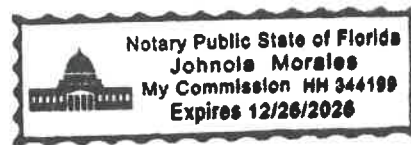
KISSIMMEE OAKS HOUSING I, INC

By: [Signature]
Signature
Title: CEO

STATE OF FLORIDA
COUNTY OF OSCEOLA

April THE FOREGOING INSTRUMENT was acknowledged before me this 22 day of 2024, by Wendy Ford as CEO of Kissimmee Oaks Housing I, Inc., d/b/a Osceola Council on Aging. He/She ☒ is personally known to me or ☐ who has produced [Signature] as identification.

Notary Public



CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor

Attest: _____

City Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

City Attorney

ITEM 7.D

Award bid for Dyer Boulevard and Ballpark Road Traffic Signal

Request

Approval to award the bid to Traffic Engineering & Management, LLC for construction of a traffic signal at the intersection of Dyer Blvd and Ballpark Road, to amend/increase project ST1621 by \$230,000, and transfer the funds from projects ST2407 and ST2404 (Contract #20240285).

Explanation

This agenda item is for the construction of the traffic signal at the intersection of Dyer Blvd and Ballpark Rd. This intersection has experienced a significant number of angle and sideswipe crashes, which may be reduced by the addition of a traffic signal. The design of this signal has been completed, and the project is ready for the construction phase.

In order to expedite the process, the City is utilizing existing continuing services contracts that Osceola County has with various contractors which specialize in Traffic Signal construction. To ensure this process was cost-effective, the Public Works & Engineering department requested three (3) proposals from all continuing service contractors. The lowest construction proposal/bid amount that was received was \$749,341 from Traffic Engineering & Management, LLC, which was consistent with the construction cost estimate prepared by the department.

Additionally, the department estimates \$50,000 for the construction engineering & inspection (CEI) work for this signal, bringing the total amount to be \$799,341. To utilize the remaining fund as the contingency, the department is requesting to transfer \$100,000 from project ST2407 and \$130,000 from project ST2404 to cover the construction and CEI services associated with this project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
35545206-506393	ST1621	Increase	\$230,000	
10445406-506393	ST2407	Decrease	\$100,000	
10445206-506393	ST2404	Decrease	\$130,000	

Financial Summary:

Adequate funding will be readily available in the sales tax account project ST1621 with the approved budget transfers. Project strings from the sales tax fund will be attached.

Recommendation

Approval of the budget transfer request and award of the bid to Traffic Engineering & Management, LLC in the amount of \$749,341 to construct a fully operational traffic signal at the intersection of Dyer Blvd and Ballpark Road.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S)Agreement between City of Kissimmee and TEAM
2. ILA Traffic Signal Design and Construction between City of Kissimmee and Osceola County
3. Amendment #4 Continuing Service Contract TEAM and Osceola County

**AGREEMENT between CITY OF KISSIMMEE
and
TRAFFIC ENGINEERING AND MANAGEMENT, LLC
D/B/A CONTROL SPECIALISTS**

THIS AGREEMENT is made this _____ day of _____, 2024 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “CITY”, and Traffic Engineering and Management, LLC D/B/A Control Specialists, LLC whose address is 707 Nicolet Avenue, Winter Park, FL 32789, hereinafter “CONTRACTOR” and each represents as follows:

WITNESSETH

WHEREAS, CITY desires to retain the services of a competent and qualified contractor to provide continuing traffic services on a task authorization basis within the City of Kissimmee; and

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

WHEREAS, Pursuant to 4.3.1.1 of the City’s Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process Osceola County, Florida, as a Lead Public Agency, entered into “**AGREEMENT RFP-19-11190-TP**” (the “Master Agreement”) on December 9, 2019, and thereafter amended on September 21, 2020, June 29, 2022, August 1, 2022 and December 7, 2023 with CONTRACTOR, as the lowest, responsive bidder in accordance with the attached hereto as Exhibit “A” and made a binding part hereof; and

WHEREAS, CITY has determined that the specifications in Master Agreement are similar in nature to the work needed by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into a cooperative purchase agreement with CONTRACTOR, who is certified and qualified to provide the necessary services as they arise within the CITY from time to time.

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **MASTER AGREEMENT.** The Parties hereto agree that the terms and conditions of the “**AGREEMENT RFP-19-11190-TP**”, as amended and extended, entered into by Osceola County, Florida and CONTRACTOR, are binding to the Parties hereto, unless otherwise agreed to herein, by this Agreement. The portions of the Master Agreement not expressly modified by this Agreement shall have full force and effect upon the parties. As such, the following modifications to the Master Agreement shall apply:

- a. “COUNTY” in the Master Agreement shall refer to the CITY.
- b. For purposes of **Section 1. Term:** The term of this Agreement shall be through November 30, 2024 and may be extended when in the best interest of the CITY
- c. For purposes of **Section 8. Insurance, Subsection D (8)**, the following shall replace the language included in the Certificate Holders Box:

City of Kissimmee
C/O Director of Human Resources
101 Church Street
Kissimmee, FL 34741

- d. For purposes of **Section 12. Public Records, Subsection (A)** shall be replaced in its entirety with the following: The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF RECORDS AT: (407) 518-2313, CITY CLERK.**
- e. For purposes of **Section 23. Notice:** Notice for CITY shall be sent to City of Kissimmee, Department of Public Works and Engineering, 101 Church Street, Kissimmee, FL 34741.
- f. For purposes of **Section 33. Project Managers:**

- A. The CITY Project Manager’s contact information is as follows:

Ashley Willis
Public Works & Engineering Department
101 Church Street
Kissimmee, FL 34741

- B. The CONTRACTOR Project Manager’s contact information is as follows

W. Bruce O’Donoghue, CEO
Traffic Engineering and Management, LLC, d/b/a Control Specialists
707 Nicolet Avenue
Winter Park, FL 32789

Phone: (407) 628-1965
Email: wbod@controlspecialists.com

(Signature page to follow)

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

CONTRACTOR Traffic Engineering and Management, LLC
D/B/A Control Specialists

By: W. Bruce O'Donoghue

Title: CEO

Date: March 27, 2024

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27th day of March, 2024, by means of ☒ physical presence or ☐ online notarization, by W. Bruce O'Donoghue as CEO for Traffic Engineering and Management, LLC, d/b/a Control Specialists, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Adele L. Walker
Print Name: Adele L. Walker
My Commission Expires: 9-24-27

CITY OF KISSIMMEE

Mayor

Date: _____

Attest:

City Clerk

Approved as to form & legality

City Attorney

EXHIBIT A
TERM CONTRACT FOR AGREEMENT RFP-19-11190-TP
(MASTER AGREEMENT)

OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

AGENCY:	TRANSPORTATION AND TRANSIT	MEETING DATE:	12/9/2019
DIVISION/OFFICE:	TRANSPORTATION AND TRANSIT	MEETING TYPE:	BCC MEETING
DIRECTOR/MANAGER:	TAWNY OLORE	REQUEST TYPE:	CONSENT

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign service agreements with Traffic Control Devices, Altamonte Springs, Florida; Traffic Engineering and Management Limited Liability Company doing business as Control Specialists, Winter Park, Florida; and Chinchor Electric Incorporated, Orange City, Florida; for the provision of continuing traffic services on a task authorization basis; and authorization for the County Manager to sign task authorizations up to \$500,000.00 per project through November 30, 2022 (RFP-19-11190-TP).

STRATEGIC PLAN GOAL

#2: Upgrade the County Infrastructure and Transportation Network
#4: Ensure Cost-Effective and High-Performing County Government

STRATEGIC PLAN ACTION ITEM

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: \$

Funds are appropriated in various Transportation & Transit budgets for this purpose. Fund availability is confirmed prior to issuance of a Purchase Request.

Appropriations beyond Fiscal Year 2020 are subject to future Board approval.

APPROVING DEPARTMENTS

Procurement	Rebecca Jones
OMB	Sharon Chauharjasingh
County Attorney	Andrew Mai

BACKGROUND INFORMATION

- These engagements provide for continuing traffic services on a task authorization basis not to exceed \$500,000 per project.
- Traffic services include, but are not limited to, traffic signal, cabinet and controller installation and repairs; intelligent transportation system installation and repair; school flashers; flashing beacons; sign installation; pavement markings; and, traffic signal concrete poles and mast arms installation as well as similar and related projects.
- Approval of this request will also authorize the County Manager to execute task authorizations up to \$500,000 per project.
- When a project has been identified, the County will submit a request to the pool of prequalified contractors; specific task authorization projects will be awarded to the prequalified contractor that has the lowest price and can meet the County's schedule.
- Individual projects will not exceed \$500,000 in value.
- A solicitation was issued on August 11, 2019 with a due date of September 10, 2019.
- The project was advertised in the legal notices section of the Orlando Sentinel on August 5, 2018.
- This project was uploaded for broadcast into the Osceola County VendorLink bid notification system, from which 1,674 notifications were sent, resulting in a total of 29 plan holders downloading the solicitation documents.
- The legal advertising and the uploading into VendorLink result in a total of three (3) responses by the due date and time, with none received from any Osceola County vendors.
- On October 3, 2019, the Evaluation Committee (EC) met to discuss the proposals.
- The EC reached a consensus and the firms were ranked as follows:
 1. Traffic Control Devices, Inc., Altamonte Springs, Florida
 2. Traffic Engineering and Management, LLC d/b/a Control Specialists, Winter Park Florida
 3. Chinchor Electric, Inc., Orange City, Florida
- The EC unanimously agreed that Traffic Control Devices, Inc., Traffic Engineering and Management, LLC d/b/a Control Specialists and Chinchor Electric, Inc. submitted responsive, responsible proposals that met the services required by the County.
- The project manager for these agreements is Kathy Lee, Traffic Operations Engineer.
- Staff recommends approval and award.

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Traffic Engineering and Management, LLC, d/b/a Control Specialists, 707 Nicolet Avenue, Winter Park, Florida 32789, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for the provision of continuing traffic services on a task authorization basis, pursuant to RFP-19-11190-TP; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin upon the date of execution and continue through November 30, 2022, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or

encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- E. The Contractor shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the Contractor to complete the services required hereby.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Five Hundred Thousand and 00/100 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each individual Scope of Services and awarded in the Task Authorization Order demonstrating acceptance by the County in the form attached

as **Exhibit "C."** The process for awarding each Task Authorization Order is further described in the attached **Exhibit "B."**

- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the County. In its sole discretion, the County reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the County is not satisfied with the services provided by the Contractor, the County will hold any amounts due until such time as the Contractor has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
 - 1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence;
 4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00);
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action,

proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS.

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

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

- 1. Keep and maintain public records required by the COUNTY to perform the service.**
- 2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.**
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.**
- 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon**

completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of

its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. **SOVEREIGN IMMUNITY.**

The COUNTY 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 COUNTY 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 COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Osceola County Attention: Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
CONTRACTOR:	Traffic Engineering and Management, LLC, d/b/a Control Specialists 707 Nicolet Avenue Winter Park, Florida 32789

SECTION 24. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. **ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the

CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and

acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Kathy Lee, Traffic Operations Engineer
Osceola County Transportation and Transit Department
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
Phone: (407) 742-0883
Email: kathy.lee@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

W. Bruce O'Donoghue, CEO
Traffic Engineering and Management, LLC, d/b/a Control Specialists
707 Nicolet Avenue
Winter Park, Florida 32789
Phone: (407) 628-1965
Email: wbod@controlspecialists.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

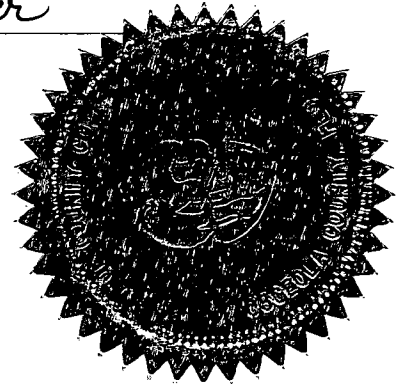
By: Twan Janer
Chair / Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Elizabeth Warren
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

12/09/2019



TRAFFIC ENGINEERING AND
MANAGEMENT, LLC D/B/A CONTROL
SPECIALISTS

By: Tony Zirpoli
Print: TONY Zirpoli
Title: Asst. Secretary

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was executed before me this 24 day of October, 2019, by Albert A Zirpoli III as Assistant Sec of Traffic Engineering and Management, LLC d/b/a Control Specialists, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced FLDL as identification.

2014-021-86 418-0

Brystal D Parramore
NOTARY PUBLIC, State of Florida

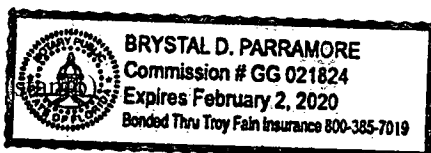


Exhibit "A"
Scope of Services and Technical Requirements.

A. Summary.

Osceola County intends to contract with multiple contractors for the provision of the purchase, installation, maintenance, renovations, and repairs of traffic control systems and devices per-project task authorization process as needed. Successful proposers will be Florida Department of Transportation (FDOT) pre-qualified in the following Work Classes:

a) 39. Traffic Signal

The successful contractor must have in-house staff or subconsultants that are Florida Department of Transportation (FDOT) pre-qualified in the following Work Classes:

b) 16. Intelligent Transportation Systems

c) 28. Pavement Markings

d) 38. Roadway Signing

Projects will be competed among the pool of shortlisted successful proposers on a per project basis using a Task Authorization process, as described here.

B. Sample Project/Scope of Services.

The successful Proposer's responsibilities shall include all mobilization, and maintenance of traffic, labor, materials, supplies, equipment, and necessary services to provide for the purchase, installation, maintenance, modification, and repair of electronic traffic control devices and communication systems and related site work as indicated on the plans and specific within the resulting agreement on a task authorization basis. Work shall include but not be limited to the purchase, installation, maintenance, modification, and/or repair of:

1. traffic signals;
2. traffic signal cabinets and controllers;
3. system communications;
4. concrete poles;
5. mast arms;
6. intelligent transportations systems (ITS) and related components;
7. flashing beacons;
8. school flashers;
9. overhead and underground communication guy wires, cables and conduits;
10. individual electronic or structural components;
11. detection systems;
12. overhead/ground mounted signs;
13. pavement marking; and,

14. Other related traffic signal, signage, marking or site work as indicated on the plans and specified within this Agreement on a task authorization basis.

C. **Task Authorization Value.** The total value for any individual Task Authorization will not exceed \$500,000.

D. **Task Authorization Procedure.** See **Attachment "B"** of this solicitation for a description of the task authorization process. A sample task authorization order form is attached hereto as **Attachment "C"** Task Authorization Order Form.

E. **Contractor Responsibilities.** The successful Proposer shall be responsible for maintaining the following conditions for the length of the resulting Agreement:

1. Successful proposers will be Florida Department of Transportation (FDOT) pre-qualified in the following Work Classes:
 - a) 39. Traffic Signal
2. The successful contractor must have in-house staff or subconsultants that are Florida Department of Transportation (FDOT) pre-qualified in the following Work Classes:
 - a) 16. Intelligent Transportation Systems
 - b) 28. Pavement Markings
 - c) 38. Roadway Signing
3. Proof of current State of Florida Certified General Contractor's License or specialty in good standing.
4. Documentation of surety bond and insurance.
5. Ongoing availability.
6. Proof of current Osceola County Occupational License.
7. Project management skills with the ability to coordinate activities with other trades to ensure that all sub-contractors (as applicable) meet the highest available performance standards, and to facilitate effective project scheduling.
8. All work performed and material used shall be in accordance with applicable Federal, State and Local regulations, rule and guidelines, including the latest Florida Department of Transportation (FDOT) Standards including FDOT Design Manual, FDOT Standard Plans, and FDOT Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), current Osceola County Land Development Code, and Osceola County Engineering Standards found in below attachments:
 - a) **Exhibit "D"** - Osceola County General Notes
 - b) **Exhibit "E"** - Osceola County Cabinet and Controller Specifications

F. **Work Site.**

1. The contractor shall, at all times, keep the premises free from accumulation of waste

materials or rubbish caused by its operations. At the completion of the work, the contractor shall remove all waste materials and rubbish from and about the job site, as well as, all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

2. Each project must have an IMSA Level 2 Signal Technician on site and all each contractor shall have at least one person on site while work is being performed that is certified in MOT training as required by the FDOT.

G. Project Management.

1. Contractor shall identify a project manager (both prime and sub-contractor when applicable) for the project and provide emergency and non-emergency telephone numbers (office, home and cellular) to the County at the award of the contract. The project manager shall remain with the project for the life of the contract unless requested in writing by the contractor and approved by the County Traffic Engineer or Signal Project Manager.
2. Contractor shall identify all sub-contractors participating in the contract with the bid document. The sub-contractor(s) shall remain the same for the life of the contract unless requested in writing by the prime contractor and approved by the County Traffic Engineer.

H. Work Schedules & Maintenance of Traffic.

1. Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as 7:00 to 9:00 AM and 4:00 to 6:00 PM Monday through Friday. No lane closures shall be permitted during the peak periods.
2. The contractor shall provide maintenance of traffic in accordance with the latest FDOT Standard, 102 Series for the project. Failure to comply with this requirement will result in complete shutdown by the County Traffic Engineer with no additional compensation to the contractor.
3. Each task authorization will be issued a notice to proceed to be followed by a specific completion date set by the County Project Manager. A penalty of \$200 per day will be assessed for each day the contractor exceeds the completion date, excluding delays caused by circumstances beyond the contractor's control.
4. There shall be a 30 calendar day workmanship warrantee / burn in period, which takes effect following satisfaction of the final inspection and completion of a turn-key signal system. After successful completion of this 30-day period, the County will accept all maintenance responsibilities. If the work and/or equipment fail to withstand the 30-day burn in period, the warrantee period will restart after proper repairs are made and pass inspection.

- I. **Inspection and Acceptance.** County shall inspect all work upon completion and formally accept the work. It shall be the contractor's responsibility to schedule and hold preliminary and final acceptance meetings. Failure of County staff to detect discrepancies and poor workmanship and material shall not relieve the contractor of the responsibility for completion of the task and successful operation as required.
- J. **Warranty.** The CONTRACTOR shall warranty work per the FDOT standard specifications or for one (1) year, whichever is greater, for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement (as determined by the COUNTY) shall, at the option of the COUNTY, result in an increase in the withheld amount and duration of Agreement retainage; and shall, at the option of the COUNTY, result in termination of this Agreement.
- K. **RFP and/or Performance and Payment Bond.**
1. The County may require a performance and payment bond for individual projects. The County will make a determination if a performance and payment bond is needed on a per project basis. The value and size of the project will be considered. If the County determines a performance and payment bond is required for an individual project, the successful Proposer shall furnish to the County a performance and payment bond or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total value of the individual project. Receipt of said Performance and Payment Bond or alternative form of security; shall occur no later than ten (10) calendar days after approval of the individual project by the County/Designee.
 2. If a performance and payment bond is required, no commencement of work shall be authorized by the County without receipt of the Performance and Payment Bond or alternative security.
 - a) The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of **one hundred percent (100%) of the total amount approved by the County for each individual project**, made payable to Osceola County Board of County Commissioners, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
 - 1) The Surety must be rated as "A+"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
 - b) In lieu of a Payment and Performance Bond, the successful proposer may select one (1) of the below listed alternative methods to provide the required security:
 - 1) A money order, certified or cashier's check drawn from a national or state bank

whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount approved by the County/Designee for each individual project**, made payable to the Osceola County Board of County Commissioners;

- 2) An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount approved by the County/Designee for each individual project**, made payable to the Osceola County Board of County Commissioners. The irrevocable Letter of Credit shall contain the following:

- (a) The "Beneficiary" shall be stated as:

Osceola County Board of County Commissioners
1 Courthouse Square
Kissimmee, Florida 34741

- (b) The Letter of Credit shall also contain the following language:

"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

- 3) Cash (U.S. currency only).

- c) The terms of the Payment and Performance Bond or alternative form of security used shall be:

- 1) The successful proposer shall assure faithful performance of the project;
 - 2) The successful proposer shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with the project;
 - 3) Any interest earned as a result of the County depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the County; and,
 - 4) Nothing in this section shall be construed to limit the authority of the Board, the County Manager, or the Procurement Services Manager to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the County.

- d) Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Proposer to request in writing from the County the return of the Payment and Performance Bond or alternative form of

security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance by the County, or expiration in a satisfactory manner of the awarded Agreement associated with each project. Payment and Performance Bonds or alternative form of security used will not be returned unless requested by the successful Proposer in writing.

Exhibit “B” Method of Selection

This section below briefly describes the expected task authorization process to be used to request work from the pre-qualified Contractors.

1. The County’s Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
2. When required by the Project Manager or designee, Contractors will attend any Mandatory onsite visits. If there is a Mandatory onsite visit requirement, only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
3. Contractor drafts price proposal and submits to County for review. This proposal shall include the following:
 - a) Brief description of the work to be performed.
 - b) Labor and material costs for each of the major elements of work.
 - c) Total cost of project.
 - d) List of sub-contractors (if any).
 - e) Signed statement confirming that the Contractor has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
 - f) Number of calendar days required to complete the work after County authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
4. The completed cost proposal shall be signed and dated by the Contractor and returned to the County for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the County’s Project Manager or designee.
5. Upon review of all proposals received, the County will assign the project by issuing a Task Authorization.
6. Task Authorization-based project assignments will be placed with the Contractor providing the lowest price and can demonstrate both availability and capability to meet the project schedule of completion.
7. The County’s review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The County will only consider change orders in extreme cases.
8. A typical Task Authorization shall include the following:
 - a) Sequential Tracking Number
 - b) Description of the work to be performed – ***Attachment “A” – Scope of Work***
 - c) Special Conditions (if applicable)
 - d) Detailed Price Breakdown of goods and services to be provided – ***Attachment “B” – Price Breakdown***

- e) Milestone Schedule and date of Completion – *Attachment “C” - Schedule*
 - f) Identification of all sub-contractors to be used (subject to County approval) – *Attachment “D” - Subcontractors*
 - g) Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable. Subject to County approval
 - h) Liquidated damages provision (if applicable)
 - i) Pertinent Attachments
9. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The Contractor shall commence on-site work no later than ten (10) working days after receipt of a Purchase Order.
 10. The County may, at its sole discretion, require the successful contractor(s) to supply Payment and Performance Bonds equal to 100% of the project value as approved by an executed Task Authorization. If the County determines that Payment & Performance Bonds are required, the original bonds shall be submitted prior to commencement of work and/or the delivery of any materials. Not all projects will require a bond; however, failure to provide a Payment & Performance bond for projects when required shall preclude the Contractor(s) from performing any work on that project regardless of any approved Task Authorization. The Contractor’s failure to produce a Payment and Performance bond on projects when required may be considered failure to perform under the master agreement.
 11. The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
 12. The Contractor shall control all work.
 13. If, in the County’s opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the County may select an alternate Contractor for the work. If the Contractor has been found, in the County’s opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the County reserves the right to suspend the Contractor from the pre-qualified list.
 14. Contractors that have four active tasks assigned and underway will be ineligible to submit a proposal on any additional tasks until at least one existing task is complete and fully accepted by the County.
Note: In the Project Managers sole discretion, Contractors may have more than four active tasks assigned when the County’s Project Manager determines it to be in the best interest of the County.
 15. Upon completion of work in its entirety, and inspection and approval of work has been performed by the County’s Project Manager or designee, the Contractor shall issue an invoice to the County’s Project Manager or designee.

EXHIBIT "C"
TASK AUTHORIZATION FORM

TASK AUTHORIZATION ORDER FORM

Osceola County
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-19-11190-TP, dated XX-XX-XXXX, the parties hereto agree to perform the work itemized below.

County Project Manager:

Date:

Number:

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERD TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

- Attachment A - Scope of Work
- Attachment B- Price Breakdown
- Attachment C - Schedule
- Attachment D – Sub-Contractor

Recommended By: _____
Department Administrator or delegate

Date: _____

Reviewed By: _____
Requestor

Date: _____

Contractor/Consultant Approved

County Manager or Delegate Approval

Name (print)

Name (print)

Signature:

Signature:

Date:

Date:

Exhibit "D"
Osceola County General Notes

Survey

1. There may be additional easements, rights-of-way, or other restrictions that are not shown on this survey that may be found in the public records of Osceola County.
2. Design data sources: (list data sources used)

Utilities

1. The location of the utilities shown in the plans is based on limited investigation techniques and should be considered approximate only. The exact location shall be determined by the contractor during construction. The contractor shall be responsible to verify if other utilities (not shown in the plans) exist within the area of construction. Should there be other utilities; the contractor shall notify the respective utility owners to resolve utility conflicts and utility adjustments, as required. Utilities shall remain unless otherwise noted. The contractor is responsible for the protection of all utilities to remain in place.
2. The contractor shall notify all utilities at least 48 hours in advance of any operation that may conflict with overhead or underground utilities, including pole setting operations where a conflict with overhead electrical conductors is expected.
3. As directed by the project engineer, the contractor shall adjust conduit vertically to avoid any possible conflicts with underground utilities.
4. It is the intent of these plans that the proposed equipment to be installed is to be placed in such a manner so as to totally avoid any conflicts with existing utilities along the route. It is the contractor's responsibility to obtain the necessary information to plan their work within the design or specified parameters, and the specified timeframe. It shall be the contractor's responsibility to locate all aboveground and underground conflicts in advance of the placement of any conduit or other facilities.
5. The contractor shall hand dig the first four feet of any pole or pedestal installation to insure that there are no underground utility conflicts. No separate payment shall be made for this work. Extreme caution shall be used by the contractor when excavating, installing, backfilling and compacting around existing utilities.
6. The contractor shall be solely responsible for the location (both vertical and horizontal) and protection, repair and/or replacement of all utilities that may be affected by the construction of this project. This should be performed by vacuum excavation or comparable non-destructive equipment. The cost of repairs and or replacement shall be covered by the contractor or utility owner.

Attachment A: Osceola County General Notes

7. The contractor shall be responsible for contacting the company providing electric power to determine if a service processing fee is required. If required, the fee shall be reflected in the contractors bid unit price for electrical power service assembly.
8. The contractor is advised that the presence of overhead electric conductors in close proximity to the locations of the proposed signal mast arms may limit the type of equipment that can be used in construction of the mast arm and its foundation. Contractor shall coordinate with Power Company to deactivate lines if necessary.
9. The contractor shall notify utility owners through sunshine one call of Florida Inc., (800) 432-4770, and utility owners listed below two business days in advance of beginning construction on the job site. A contractor's representative shall be present when the utility company locates their facilities. The location of existing utilities shall be determined by the contractor and the utility representative when necessary during construction.

List of utility owners (It is responsibility of the EOR to list all utility owners on the plans, and the contractor to field verify):

Company contact telephone #

General

1. Unless otherwise noted in the technical specifications: installation, acceptance, and payment for all items required in these plans shall be in accordance with the current editions of the following, referenced in the key sheet: Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications for Road and Bridge Construction (Standard Specifications), FDOT Roadway and Traffic Design Standards (Standard Indexes) and FDOT District 5 preferences.
2. Any county-owned equipment removed from a work-site shall be verified and approved by the County Project Manager or designee.
3. These plans reflect conditions known during plan development. In the event actual physical conditions prevent the application or the progression of any work specified in these plans, the contractor shall notify the engineer immediately and prior to any further work activity.
4. Approval of shop drawings does not constitute a warranty that the signal equipment complies with the standards of the maintaining agency. The contractor is responsible for insuring that the proposed signal equipment meets the requirements specified in the contract, specifications and contract plans.
5. The contractor shall submit for approval two sets of shop drawings, manufacturer's descriptive literature and technical data for each equipment item proposed on this project to the EOR.
6. The maintaining agency is Osceola County. A right of way utilization permit is required. The contractor shall notify the maintaining agency at least 72 hours before beginning any related

Attachment A: Osceola County General Notes

traffic signal work. The contractor shall obtain all construction permits required for the project for applicable cities, county, agencies, and FDOT. Approval of plans by Osceola County does not constitute a permit.

7. Equipment warranty shall be one year, manufacturer's provided or per FDOT Standard Specifications (latest edition), whichever is longer.
8. Prior to beginning construction, the contractor shall provide written notice of commencement, via email, to Traffic Operations Engineer. Notice shall include the date of commencement, location and type of work & information regarding any malfunctioning signal equipment. This shall be completed at least 48 hours prior to commencement of work. The engineer shall be notified as well.
9. During non-working hours, no equipment, vehicles or material shall be parked or stored within thirty feet of the roadway carrying traffic. If the above is not possible, a storage area with proper delineation and advanced warning shall be used with the approval of the engineer.
10. The contractor shall notify Senior Signal Traffic Technician at least two full business days in advance of installing ground rods, underground conduit, or setting poles so that these operations can be observed.
11. Contractor shall provide to the county an updated construction schedule in the form of a two week look ahead on a bi-weekly basis.
12. All existing signalization equipment to remain, including loop assemblies, is assumed to be in good working order unless Osceola County is notified in writing prior to the start of construction. Any subsequent damage to the signal equipment shall be repaired by the contractor at the contractor's expense.
13. All disturbed areas, including pavement markings, shall be restored, at the contractor's expense, to original condition or better.
14. Remove stop signs and any additional stop control type signs only after full operation of signal. (for new signal installations only)
15. Saw cutting of the existing sidewalk shall be made only at the nearest flag joints.
16. Existing drainage structures within the construction limits shall remain, unless otherwise noted.
17. Special attention is directed to the fact that some drainage structures extend into the stabilized portion of the road bed and extreme caution will be necessary in stabilization operations at those locations.
18. The removal of concrete curb & gutter and flexible pavement in areas beyond the limits of clearing and grubbing which is necessary for the proper construction of the proposed improvements is incidental to the cost of the improvement.

Attachment A: Osceola County General Notes

19. The contractor shall be advised that other projects may be under construction concurrently with this project and that coordination efforts may be necessary. The contractor shall be responsible for determining the construction schedule and for the amount of coordination required. The contractor shall coordinate any and all construction activities and traffic control phases with any contractor within or adjacent to project limits.
20. Final locations of all cabinets shall be approved by the engineer prior to placement of the foundation if the location has changed from the plan.
21. Nothing in the general notes or special provisions shall relieve the contractor from their responsibilities toward the safety and convenience of the general public and the residences along the proposed construction area.
22. Offsets to poles, cabinets and pull boxes are to the center of those items. The location of all proposed equipment to be installed shall be considered to be approximate. Field adjustment of all proposed equipment may become necessary to accommodate existing field conditions. Variations from the proposed location must be pre-approved by the county in writing.
23. These plans reflect conditions known during plan development. In the event actual physical conditions prevent the application or the progression of any work specified in these plans, the contractor shall notify the engineer prior to any further work activity.
24. Pull boxes shall be placed behind curb and gutter. If there is no curb and gutter, then pull boxes shall be placed at least ten feet from the edge of pavement or roadway radii. Pull boxes shall not be placed in ramps. Pull boxes shall not be located at the bottom of any ditch or retention area/pond. Pull boxes installed along a sloped surface shall match the slope of the existing surface. Pull boxes shall be traffic rated.
25. All ends of conduits in pull boxes and cabinets shall be sealed with electrical putty after wiring is complete.
26. The contractor shall make all video detectors installed as part of the project fully operational in accordance with their associated isolated intersection signal timing chart within 24 hours of their installation.
27. The video detection system shall be on the Florida department of transportation (FDOT) approved products list and meet all qualifying specifications identified herein or as described in FDOT section 660 "VEHICLE DETECTION SYSTEM - 660-2.1.2.2 Video" as it applies to video vehicle detection systems. Errors because of variations shall be fixed at the contractor expense, no additional compensation will be provided.
28. It is the contractor's responsibility to review the placement of the video image detection devices and coordinate with the engineer of record to determine the most optimal location for the installation of the video image detection devices in order to meet the performance requirements of the technical specifications.

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29. No video detection shall be installed on uprights of mast arms.
30. The use of "Jones" Plugs shall be prohibited.
31. Circular drip loops (minimum one circle) are to be provided at all aerial disconnect hanger, interconnect junction box, electrical sign and pole locations.
32. Six feet of additional signal cable slack shall be present in the upright such that the terminal block can be removed from the upright to allow for trouble shooting.
33. Cable grip shall be of sufficient size to not compromise the insulation on the signal cable.
34. All cable shall be pulled in the conduit with a cable grip designed to provide a firm hold on the exterior covering of the cable. A winch with a slip clutch shall be used to ensure that the allowable tension unit is not exceeded. An approved lubricant shall be used to facilitate the pulling of the cable.
35. Detection delay time shall be set to five seconds.
36. All signal assemblies shall have a vertical clearance of 17.5' (minimum) to 19' (maximum) from the bottom of the assembly to the highest point of the road beneath.
37. When the plans call for pedestrian signal modifications on existing concrete strain poles, the contractor shall install an above ground galvanized rigid conduit from base of pole to 30" minimum in height to an approved 2" lb. or junction box to enter the pole. All installations must be on the backside of the existing concrete pole to avoid traffic and ADA hazards. A minimum of one galvanized trap will be used to securely attach the rigid galvanized to the existing concrete pole. All floating terminations will be inside the pole and weather approved. All above ground conduit per the NEC must be grounded. Use either a solid or stranded no. 6 AWG copper insulated (green) conductor for all applications. Make all bonds between ground wires and ground electrodes assemblies exothermically. All APL products must be submitted and approved by the EOR and be placed in the submittal package prior to installations. Additionally the installation must:
 - a. not cover the hand hole
 - b. must clear the steel in the strain pole
38. Ground rods are to be installed in pull boxes when possible
39. Signal cable shall be spliced to a separate 7 conductor cable for each signal and 7 conductor cable for each pedestrian head. These splices shall be installed in either the hand-hole of the steel pole/concrete strain pole or within the transformer base of a pedestrian pedestal. The color code of signal cable shall be verified with Osceola County prior to wiring intersection. A permanent tag shall be placed at both of the wire terminations designating the phase used. All unused signal wires shall be bonded to the pole ground. Each detector push button shall be fed

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with an individual two conductor Belden cable, with the shield wire bonded to the pole ground. The outside insulation jacket of all signal cables shall remain intact from the signal heads to the field termination points. No un-jacketed individual conductors shall rest in any field drilled structures or assemblies.

40. Contractor shall verify color codes for both signal and interconnect cable with Osceola County before ordering. Wiring diagrams shall be in accordance with Osceola County specifications.
41. All field wiring shall be neatly bundled and clearly identified with permanent legible, weatherproof tags that are securely attached to each cable. The tagging system proposed shall be submitted for approval with the other equipment submittals required for this project.
42. Three spare conductors shall be installed per vehicle phase. Spares shall be bound and grounded in cabinet.
43. A manual push cord shall be furnished per FDOT specifications 676-.3.3.
44. Two spare conduits stubbed to the nearest pull box shall be installed in all new cabinet installations
45. All signal runs installed shall be continuous runs or if not continuous must have a terminal strip installed and fastened to the mast arm.
46. All new intersections shall have pedestrian heads installed on mast arms and avoid the unnecessary use of pedestrian poles. Pedestrian poles will be allowed in cases that the ramp setback violates ADA requirements.
47. All new intersections shall use cobra heads for overhead lighting. Lighting shall be L.E.D.
48. All signal indications shall be L.E.D. L.E.D. product information shall be submitted to the EOR for review and approval.
49. Solid conductors should be used for main roadway phases and tracers used for side street phases.
50. No mixing of signal wires and fiber will be permitted
51. No use of LB conduits shall be used in existing or new cabinet installs
52. All wires or fiber in pull boxes or signal cabinets must be clearly marked for direction and phases on video cables, video racks and any loops.
53. All pedestrian walkways shall use "cast in place" type ADA mat. No ADA mat fastened to the concrete or paint on mats shall be used.

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54. When loops for signals are repaired or new video system is installed the contractor shall remove existing defective or unused loop wires. The removal shall not be any additional cost to the County

FLASHING SCHOOL BEACONS

All installed School Flashers shall be RTC model AP22 clocks designed to be compatible with Osceola County's RTC central software. The photovoltaic module shall provide 12 VDC and be capable of recharging the system to full capacity after 6 hours. The cabinets shall be 26H" x 17W" x 9"D to house a 12 VDC battery. Contractor shall utilize FDOT design standards index # 11862

Pollution prevention

1. The contractor shall comply with the requirements set forth in Section 104 of the FDOT Standard Specifications regarding the prevention, control, and abatement of erosion and water pollution. The cost of this compliance shall be considered incidental to the project.
2. Sod shall be placed at locations to prevent damage to adjacent facilities and property due to erosion on all newly graded cut and fill slopes as work progresses. Sod shall be incidental to other items.

Structures

1. The contractor shall verify structure orientation prior to placement. Structures of incorrect orientation shall be replaced at contractor's expense. The contractor shall verify that all structures are set to elevations that will meet vertical clearance requirements specified in FDOT, MUTCD, and county standards prior to installing structural material. If a discrepancy is found, contact the engineer of record.

Inspections

1. All final inspections are to be scheduled in accordance with contract documents. The maintaining agency shall be notified at least 72 hours before turn-on inspection.
2. The contractor is required to inspect the installation of the traffic signals in accordance with FDOT specification 105-5.10. The contractor shall coordinate the final acceptance inspection in accordance with FDOT specification 611-2.2 with the engineer at least ten business days in advance. Senior Signal Traffic Technician Osceola County Traffic Engineering should be contacted ten business days before the inspections are to be performed so they may be present.
3. Contractor shall have the approved shop drawings available on the project site.
4. All work which will not be readily visible upon completion shall not be concealed until an approved inspection. In the event that items are concealed, it will be the contractor's

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responsibility to expose the questioned item(s) for the inspector's approval, at no additional cost to the county. This includes, but is not limited to:

- a. buried or imbedded conduit
 - b. ground wire, rods, and array
 - c. loops and homeruns
 - d. loop splices before encapsulating
 - e. all meg ohm and continuity testing shall be done in the presence of the county inspector
5. The application of the following materials to various traffic signal components shall be performed during assembly:
 - a. Threaded hardware: all non-electrical threaded hardware (i.e. Astro bracket hardware, pole hardware, or any threaded surface) shall be coated with an anti-seize lubricant approved by the engineer. No spray on anti-seize compound will be accepted.
 - b. Gasketing surfaces: all gasket surfaces shall be lightly coated with county approved silicone grease.
 - c. Electrical connections: all mechanical/electrical connections shall have the various components of the splice or termination coated with a county approved oxide inhibitor.
 - d. Galvanized surfaces: all scratches and field-drilled holes shall be treated in accordance with the "special provision for installation of paint-over-galvanized steel mast-arm assemblies".
 - e. Weatherproofing: irregular mating surfaces shall be rendered weatherproof by applying an appropriate bead of clear silicone caulk. These areas include serrated signal couplings, controller cabinet foundation, pedestrian push buttons, and any other areas typically prone to moisture infiltration.
 - f. Cable entry/exit: whenever a cable enters or exits a field drilled hole, the cable shall be protected from abrasion with an approved means.
6. In an inspection, the contractor shall provide all necessary equipment including a two man bucket truck or platform lift truck for use by the inspector and maintenance.
7. If the contractor calls for an inspection and the contractor is not prepared for the inspection (i.e. the inspection has to be rescheduled), the contractor shall be back charged for all costs associated with the inspection.

As-built plans

1. The contractor shall provide four sets of marked up (as-built) construction plans to the engineer and maintaining agency as defined in FDOT standards and bridge specifications section 611, seven days prior to signal conditional acceptance inspection by the maintaining agency. The

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contractor shall be required to become familiar with Osceola County's inspection procedure. The contractor shall also provide a PDF of the as built plans. The Contractor shall install one as-built plan into the draw in the signal cabinet in addition to as built plans, contractor shall submit bore logs.

2. The contractor shall submit a sketch to the engineer for approval, if the location of any vertical placement varies from the designated location of the plan. Upon final inspection and acceptance, the contractor shall provide as-built and as-installed drawings as stipulated in the contract.

Submittals

1. All submittal data should be submitted to Traffic Operations Engineer on Osceola County projects to the office below. The contractor shall allow for 15 working day turn around on submittals.

Osceola County Traffic Engineering
Attn: Traffic Operations Engineer
1 Courthouse Square Suite 3100
Kissimmee, FL 34741

2. Prior to any equipment order, the contractor shall submit for approval equipment specifications, or design data for all material proposed for this project.

Communications

1. The contractor shall remove the signal interconnect cable from the existing controller back to the nearest pull box and reroute it from there, through new conduit, to the new controller.
2. All new fiber installations, trench or bore, shall have a spare 2-2" conduit installed with a 10 gauge trace wire.
3. Any fiber interconnect cable that is cut or damaged during construction must be replaced as an entire run and shall be re-spliced within the splice closure at the end of the run. Splicing of fiber interconnect cable between splice closures is not permitted. The contractor shall bear all expenses associated with the installation of the new interconnect cable.
4. Pull/junction boxes, and any other signal or other systems equipment damaged by the contractor shall be repaired at the contractor's expense.
5. Any material furnished for the purposes of: new installation, replacement, or repair of the existing communications infrastructure shall meet the standards and specifications of Osceola County Traffic Engineering. Any supplied controller cabinet, controller, telemetry unit, communications cable, pull box, conduit, termination device, junction box, and communications interface panel shall comply with the latest requirements as stated by Osceola County.

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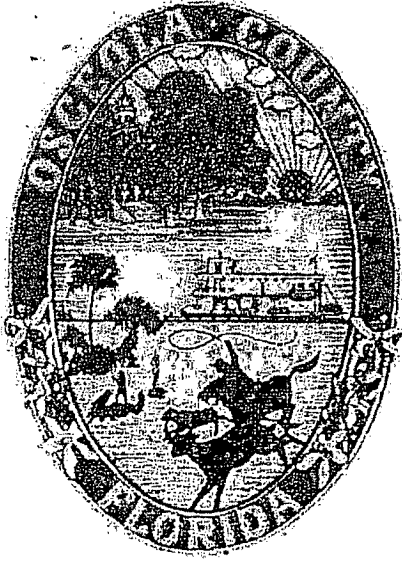
6. If there is fiber optic cable within your project limits or within 1500 feet of your project limits, contact Traffic Operations Engineer or Senior Signal Traffic Technician.
7. When communications to an intersection must be disrupted by a contractor to perform work, the contractor shall provide two day advance notice in writing to the Osceola County Traffic Engineering. This notification shall be conveyed via electronic mail (e-mail) to the Traffic Engineer Traffic Operations Engineer and copy Traffic Management Center Supervisor. Notification shall include contact person, telephone number, purpose, location and duration. The disruption shall last for no more than three consecutive business days. Where possible, the disruption shall be during off peak hours beginning at 9:00 am and ending at 3:00 pm or from 6:00 pm to 7:00 am.

Traffic control

1. Maintenance of signals responsibility belongs to contractor from time work begins until such time as maintenance responsibilities are properly transferred to the County. The contractor shall have a certified traffic signal technician (minimum IMSA Level II) present on the work-site while work is being conducted, and on call with a maximum two hour response time for trouble calls.
2. Traffic shall be maintained in accordance with the FDOT "Roadway and Traffic Design Standards", dated 2013, latest edition of MUTCD and standard specifications. Attention is directed to the index 600 series, per index numbers listed.
3. During non-working hours, no equipment, vehicles or material shall be parked or stored within the clear zone of the roadway carrying traffic, as detailed in index 600.
4. During the time the contractor is restoring all malfunctioning traffic signal equipment, the contractor shall provide, at their expense, temporary traffic control devices, flagger personnel, and law enforcement personnel as necessary to maintain a safe and efficient flow.
5. Lane closure hours are allowed during the following times:
 - a. M, T, Th. and F: 9am-3pm (school days)
 - b. Wednesday: 9am-1:30 pm (school days)
 - c. M-F: 9am-3pm (non-school days)
 - d. Nighttime lane closures shall be permitted on a case by case basis.
6. Whenever signal work is being performed at an intersection (installing conduit in the street, removing existing signal equipment, installing new signal equipment, installing loops and runs, turning on new signals, etc.) where a lane is closed, an off-duty law enforcement officer shall direct traffic. The cost of the off-duty law enforcement officer shall be incidental to the work and will not be paid separately.

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7. Early "turn-on" of any new signal installation will only be permitted if authorized in writing by Osceola County Traffic Engineering. If this need arises, Osceola County Traffic Engineering will negotiate with the contractor for maintenance of the signal. New signal locations shall be flashed no less than seven days, and no more than fourteen days prior to the inspection. All new signals shall be turned on full cycle after flashing (Tuesdays thru Thursdays only). Signal heads must be bagged with burlap or turned back until this time.
8. All existing regulatory and informational signs and traffic signals shall be maintained and protected by the contractor for as long as deemed necessary by the County. If any signs or signals are damaged or lost during the construction period, such signs and signals shall be repaired or replaced by the contractor at contractor's expense.
9. Existing communications or command wire connections shall be maintained at all signalized locations during construction. , Railroad flashing beacons, Railroad pre-emption, fire pre-emption and school zone flashers. Contractors shall provide temporary lines and connections if necessary.
10. The contractor shall maintain on-line communications of existing or temporary signalization. Cost of maintaining communication with the central site, including temporary lines and connections, shall be paid for under the maintenance of traffic pay item number. All reported malfunctions of the communications system shall be responded to by the contractor within two hours and shall be repaired within 24 hours.
11. All new CCTV camera's shall be mounted to have the ability to view 360 degree angle by placing the camera on the Mast arm using a candy cane support riser.



Osceola County

Board of
County
Commissioners

Traffic Signal Cabinet and Controller Specifications July 2018

Specifications Issued by:
Osceola County Transportation & Transit
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
Phone: 407-742-0552. Fax 407-742-0206.

Exhibit "E"

1.0 Introduction

The Traffic Signal Cabinet and Controller specifications are to serve as minimum requirements on all Osceola County Traffic Signal Projects. All revisions to these specifications shall be approved by the Traffic Engineering Manager or Chief Traffic Engineer.

1.1 Summary of Specifications

The OSCEOLA COUNTY TRAFFIC CONTROL CABINET ASSEMBLY shall include a minimum of:

- Type VI cabinet
- Cobalt Econolite controller COB21100110000 (Ethernet Ready)
- EDI MMU16LEIP (Ethernet Ready)
- TS2-1 cabinet
- Shall contain 16 or 32 channels of vehicle detection
- Cabinets racks shall be pre-wired for Opticom
- Shall contain a system panel with surge suppression for PEDS / Opticom
- Shall have a 6 position AC outlet for ITS devices
- Fiber Termination panel shall be installed
- External Ethernet switch shall be included (contact Osceola County for type of switch)
- Expand on Neutral bar connections
- A Photo cell shall be wired internal to the traffic control cabinet with a ON/OFF/Test switch on the panel for illuminated signs.
- An integrated computer shelf/draw
- Lockable generator compartment, with generator receptacle and transfer switch
- Wired detector, power, main and door panels
- Pertinent field wiring documentation and intersection drawing mounted inside main door
- An externally mounted UPS shall be provided battery back-up power to fully operate a 450W intersection for 8.5 hours. The UPS shall be IP capable and be a 48V system. The battery type shall be GEL Cell with 4 year warranty.

2.0 Cabinet

- 2.1 The cabinet and door(s) shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. All welds shall be neatly formed and free of cracks, blowholes and other irregularities.
- 2.2 All inside and outside edges of the cabinet shall be free of burrs. All sharp edges shall be made smooth.
- 2.3 The cabinet shall be designed and manufactured with materials that will allow for base mounting.

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- 2.4. A rain channel shall be incorporated on all four (4) sides of the main door opening to prevent liquids from entering the enclosure. Cabinet door openings shall be double flanged outward on all four (4) sides to produce the rain channel.
- 2.5 The top of the cabinet shall incorporate a minimum half inch (1/2") slope toward the rear to prevent rain accumulation.
- 2.6 The cabinet shall be supplied with a natural aluminum finish. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be cleaned of all oil residues and shall be free from weld flash.
- 2.7 All interior seams shall be sealed with RTV sealant or equivalent material.
- 2.8 All Type VI cabinets shall be supplied with three (3) vertical channel rails mounted on each interior side wall of the cabinet for the purpose of mounting cabinet components. The channels shall accommodate spring-mounted nuts.
- 2.9 All Type VI cabinets shall be supplied with three (3) removable shelves manufactured from 5052-H32 aluminum having a minimum thickness of 0.125 inches. Shelves shall have a minimum depth of ten and one-half (10.5) inches. Shelves shall be adjustable to the full height of the cabinet.
- 2.10 Three (3) vertical "C" channels shall be mounted on each interior side wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring-mounted nuts or studs. All mounting rails shall extend to within four (4) inches of the top and bottom of the cabinets. Rivets or pop-rivets of any kind shall not be used in the cabinet or on the main panel. No bolts or screws shall protrude through the outside walls, top, bottom, or sides of the cabinet.
- 2.11 All cabinets shall be supplied with four (4) anchor bolts to properly secure the cabinet to its base.
- 2.12 The integrated drawer/laptop shelf shall provide space and a work platform.
- 2.13 One inch (1") diameter ventilation holes shall be provided on the underside of the cover overhang and louver slots are formed in lower portion of the main door. In addition, 2 thermostatically controlled fans assists in circulating air throughout the cabinet. The exhaust and intake vents shall be rain resistant to avoid water intrusion into the cabinet. A removable air filter shall be supplied with each cabinet.
- 2.14 The cabinet shall be base mounted and equipped with inside flanges at the front and back, right and left, and with mounting rails welded in place to anchor to a base.
- 2.15 The cabinet lighting shall be provided and controlled by a door activated switch.
- 2.16 The cabinet shall have a minimum of six (6) AC outlets for ITS devices.

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- 2.17 The cabinet shall have three (3) sets of cabinet prints.

3.0 Door and Hardware

- 3.1 The lower section of the cabinet door shall be equipped with a louvered air entrance. The air inlet shall be large enough to allow sufficient airflow per the rated fan capacity. A removable fiberglass air filter shall be supplied with each cabinet. The filter shall be secured to the air entrance in such fashion as to maintain close contact at all times to the louvered air entrance.
- 3.2 The roof of the cabinet shall incorporate an exhaust plenum with a vent screen. Perforations in the vent screen shall not exceed 0.125 inches in diameter.
- 3.3 The main door shall be equipped with a three-point draw roller type latching mechanism. The push rods shall be turned edgewise at the outward supports and shall be 0.250 inch by 0.750 inch aluminum, minimum.
- 3.4 The handle on the main door shall include a hasp for the attachment of an optional padlock. The handle shall not extend beyond the perimeter of the main door at any time. The lock assembly shall be positioned so that the handle shall not cause any interference with the key when opening the cabinet door. When the door is closed and latched, the door shall automatically lock. It shall not be necessary to use a key in order to lock the door.
- 3.5 The main door shall be equipped with a mechanism to automatically hold the door open at approximately ninety (90), one hundred twenty-five (125), and one hundred fifty (150) degrees, in windy conditions.
- 3.6 The main door shall be equipped with a #2 key. The lock shall be of brass construction, and shall have a swing away cover. Two (2) No. 2 keys shall be supplied and attached to each cabinet door upon shipment.
- 3.7 The cabinet door handle shall rotate counter-clockwise to open. It shall not extend beyond the perimeter of the door at anytime. The lock assembly shall be positioned so that the handle cannot cause interference with the key while opening the door. The door handle include a three point latching system and a padlock hasp.
- 3.8 A diagram of the intersection, loop or video inputs and signal connections inside main door.

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4.0 Police Switch Compartment

- 4.1 A switch compartment shall be provided on the main door.
- 4.2 The opening for the switch compartment door shall be double flanged on all four (4) sides and shall incorporate a rain channel on all four (4) sides.
- 4.3 The police door lock shall be of brass construction, and shall have a swing away cover. All cabinets shall have a police panel door that utilizes a slam shut type latching mechanism. Two (2) police keys (skeleton key) shall be supplied and attached to each cabinet door upon shipment.
- 4.4 A manual pushbutton for manual activation through the police door panel shall be supplied for each cabinet

5.0 Terminals and Facilities Main Panel Design

- 5.1 The main panel shall be constructed from 5052-H32 brushed aluminum of 0.090 inches minimum thickness and formed so as to minimize any flexing when plug-in components are installed.
- 5.2 The main panels shall be fully wired in the following configurations:

Fourteen (16) load switch sockets, (eight (8) vehicle sockets, four (4) pedestrian sockets and two (4) overlap sockets) four (4) flash transfer relay sockets, one (1) flasher socket and two (2) main panel BIU rack positions for vehicle detection only where necessary.
- 5.3 Reference designators for all load switch and flash transfer relay sockets shall be silk-screen labeled on the front and rear of the main panel.

Up to eight (8) load switch sockets may be positioned horizontally or stacked in two (2) rows on the main panel. If more than eight (8) load switch sockets are required they shall be mounted in two (2) horizontal rows.
- 5.4 A bracket extending at least half the length of the load switch shall support all load switches. This support must be rigidly mounted to the main panel and be removable for maintenance by using hand tools only.
- 5.5 All field output circuits shall be terminated on a non-fused terminal block with a minimum rating of twenty (20) amps.
- 5.6 All main panels shall provide means of programming the controller phase outputs to load switch inputs with only the use of a screwdriver.
- 5.7 Permanent alphanumerical labels shall identify all field input/output (I/O) terminals. All labels shall use standard nomenclature per the NEMA TS 2 Specification.

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- 5.8 All flash color selection shall be accomplished at the field terminals with the use of a screwdriver only. It shall also be possible to select through terminal connections, which of the two (2) flasher circuits is connected to each phase. All cabinet flasher circuit and flash color wiring shall be wired as below or as specified on the plans.

Flasher circuit output #1 shall be wired for phases 1, 5, 2, 6 and overlap C. Flasher output circuit #2 shall be wired for phases 3, 4, 7, 8 and overlap D. All cabinets shall be pre-wired to flash phases 2 and 6 and overlap C yellow and all other phases and overlaps red.

- 5.9 Signal output terminals shall be screw type; Compression type termination shall not be acceptable.
- 5.10 As a minimum, an RC network shall be wired in parallel with each group of three (3) flash-transfer relay coils. An RC network shall be installed on all other relay coils.
- 5.11 All Controller Unit and Malfunction Management Unit cables shall be of sufficient length to allow the units to be placed on either shelf. Connecting cables shall be jacketed or sleeved in a braided nylon mesh. The use of exposed tie-wraps or interwoven cables is unacceptable.
- 5.12 All cabinet configurations shall be provided with enough RS-485 Port 1 communication cables to allow full capabilities of the cabinet. Each communication cable connector shall be a 15-pin metal shell D sub-miniature type. The cable shall be a shielded cable suitable for RS-485 communications.
- 5.13 All main panels shall be pre-wired for a Type-16 Malfunction Management Unit.
- 5.14 All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable. All cabinet back panel conductors shall be soldered, at its destination point as specified. Printed circuit boards, except for detector rack, loop detector panel and pedestrian isolation boards shall not be used on main panels.
- 5.15 All connecting cables and wire runs shall be secured by mechanical clamps. Stick-on type clamps are not acceptable.
- 5.16 The main panel shall have colored wiring (i.e. green, yellow and red) to facilitate diagnostic trouble shooting without disassembling of the harness.

6.0 Power Panel Design

- 6.1 The power panel shall consist of a separate, fully enclosed module, securely fastened to

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the lower right side wall of the cabinet. The power panel shall be wired to provide the necessary power to the cabinet, controller, Malfunction Management Unit, cabinet power supply and auxiliary equipment. All components of the power panel shall be accessible for ease of replacement without removing any other components or equipment. Adequate space between components shall be provided for the tightening of all terminals.

- 6.2 The power panel shall be identical for all cabinets except for breaker sizing. The power panel shall house the following components:

The main circuit breaker shall be single pole Square-D or approved equivalent and be rated for a minimum of 30 amperes or more depending on load requirements of each intersection. This breaker shall supply power to the controller, MMU, signals, cabinet power supply, and separate breakers used to split the power feed and auxiliary panels. All breakers shall be installed in a vertical orientation.

One (1) single pole fifteen amp (15-amp) breaker labeled "Auxiliary" shall supply power to the fans, lights and GFCI outlet. The power feed for this breaker shall not be fed from the load side of the main breaker but will be fed from the main line feed side.

A 50 amp, 125 VAC line filter shall be supplied.

A normally closed, 60-amp, mercury contactor shall be supplied.

One (1) insulated AC neutral bus bar with a minimum of twelve (12) positions capable of accepting three #12 wires per position.

Two (2) earth ground bus bars (chassis ground) with a minimum of twenty one (21) positions available.

A lightning suppressor, EDCO ACP-340 or equivalent shall be provided.

- 6.3 Power panel shall be wired so that the signal mercury contactor and flash transfer relay shall be de-energized during normal operation.

7.0 Auxiliary Cabinet Equipment

- 7.1 The cabinet shall be provided with a thermostatically controlled ventilation fans (adjustable between 80-150 degrees Fahrenheit) in the top of the cabinet plenum.
- 7.2 A LED lighting fixture shall be mounted on the inside top of the cabinet near the front edge. The lamp shall be wired to a door-activated switch mounted near the top of the door. If the main door is closed the lamp will be off.

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- 7.3 A rigid slide-out document tray shall be mounted below the bottom shelf. The tray shall be of sufficient size and strength to hold a complete set of cabinet wiring drawings, intersection diagrams, equipment and programming manuals for all equipment and modules applicable to each cabinet. The tray shall operate by sliding out, then opening a hinged cover to remove documents. After removing the documents and closing the cover, the tray shall serve as a suitable resting place for documents or a laptop computer.
- 7.4 Three (3) sets of complete and accurate cabinet wiring drawings shall be supplied with each cabinet.
- 7.5 One (1) set of manuals for the Controller Unit, Malfunction Management Unit, Power Supply, Detector Rack, and Vehicle Detector Amplifier modules shall be supplied with each cabinet.

8.0 Vehicle Detection

- 8.1 A vehicle detector amplifier rack shall be provided in each cabinet. The detector rack shall support a minimum of ten (10) two (2)-channels loop detectors, and one (1) BIU where necessary, or additional rack positions to accommodate detection requirements as specified in the plans.
- 8.2 Each cabinet shall contain detector interface panels for the purpose of connecting field loops and vehicle detector amplifiers.
- 8.3 One (1) sixteen (16) position interface panel shall be provided for each twenty (20) channel detector rack supplied, or additional panels may be provided to connect all loop detectors required by the plans. The interface panel(s) shall be attached to the lower left side wall of the cabinet.
- 8.4 Each interface panel shall allow for the connection of a minimum of sixteen (16) independent field loops. A ground bus terminal shall be provided between each loop pair terminal to provide a termination for the loop lead-in ground wire. Detector terminals shall be screw type. Compression type termination shall not be acceptable.
- 8.5 All interface panels shall be provided with lightning protective devices for all channels. All interface panels shall be provided with EDCO SRA-6LC or approved equal lightning protective devices for all available inputs. Pedestrian inputs, if available on the loop detector panel, will be provided with PC642C-030 lightning suppression.
- 8.6 All termination points shall be identified by a unique number which is silk-screened on the panel.
- 8.7 Each detector rack shall be powered by the cabinet power supply.

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9.0 Cabinet Auxiliary Switch Panel and Police Panel

- 9.1 An auxiliary switch panel shall be mounted on the inside of the main door. The auxiliary switch panel shall provide as a minimum the following:

AUTO/FLASH SWITCH. When in the FLASH position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. When the switch is moved from FLASH position to the AUTO position, an external start signal shall be applied to the controller. This external start signal will force the controller to initiate the start up sequence when exiting flash.

STOP TIME ON/OFF SWITCH. When switch is in STOP TIME ON position, when applied, the controller shall be stop timed in the current interval.

EQUIPMENT POWER ON/OFF SWITCH. This switch shall control the Controller Unit, Malfunction Management Unit and Power Supply AC power. When in the ON position the AC power shall be applied.

SIGNALS ON/OFF SWITCH. When in the SIGNALS OFF position, power shall be removed from all signal heads in the intersection. The MMU shall not conflict or require reset.

VEHICLE DETECTOR TEST 1-8. There shall be a three (3) position TEST-OFF-NORMAL toggle switch located in the auxiliary panel for vehicle phases one (1) through eight (8). In the TEST position, a call will be placed on the respective phase as long as the switch is held in the TEST position. The toggle switch will be constructed such that the TEST position is spring-loaded and must be manually held in this position. In the OFF position, the vehicle detector will not place a call on the respective vehicle phase. In the NORMAL position, the vehicle detector for that phase will be enabled to place calls on the respective vehicle phase when vehicles are detected.

PEDESTRIAN DETECTOR TEST. There shall be a push button type test switch located in the auxiliary panel for pedestrian phases 2, 4, 6 and 8, or as required on the plans. The push buttons shall be used to place calls on their respective pedestrian phases when active.

SWITCH PROTECTOR. The switches on the maintenance panel shall be protected from being accidentally activated by protection over or across the panel.

- 9.2 The police door switch panel shall contain the following:

AUTO/FLASH SWITCH. When in the FLASH position, power shall be maintained to the controller and stop time shall be applied. The intersection shall be placed in flash. When the switch is moved from FLASH position to the AUTO position, an external start signal shall be applied to the controller. This will force the controller to initiate the start

Exhibit "E"

up sequence when exiting flash.

AUTO/MANUAL SWITCH. Cabinet wiring shall include provisions for an AUTO/MANUAL toggle switch, terminal and a six (6) foot hand cord.

- 9.3 All toggle type switches, except those used for detector test purposes, shall be heavy duty and rated for fifteen 15 amps, at a minimum. Single or double-pole switches may be provided, as required.
- 9.4 All switch functions shall be permanently and clearly labeled.
- 9.5 All wire routed to the police panel and auxiliary panel shall be adequately protected against damage from repetitive opening and closing of the main door.

10.0 Auxiliary Devices

10.1 Load Switches

- 10.1.1 Signal load switches shall have a minimum load current rating of 10 amperes at 120 VAC for incandescent or led lamp load.
- 10.1.2 The front of the load switch shall embody six (6) LED indicators.
- 10.1.3 The full complement of load switches shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.
- 10.1.4 There shall be the ability to remove problem pedestrian load switches (that may be causing the intersection to go into flash mode) and work on it at the same time as the intersection has been reset and working properly.

10.2 Flashers

- 10.2.1 The flasher shall be rated at fifteen (15) amperes, double pole with a nominal flash rate of sixty (60) FPM.

10.3 Flash Transfer Relays

- 10.3.1 All flash transfer relay contacts shall be capable of making, breaking, with a contact current rating of twenty (20) amperes.
- 10.3.2 The coil of the flash transfer relay shall be energized for flash operation.
- 10.3.3 The full complement of flash transfer relays shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed. A

Exhibit "E"

minimum of six (6) flash transfer relays shall be provided with each controller assembly.

10.4 Bus Interface Units (Optional)

10.4.1 Bus Interface Units (BIU's) shall meet the requirements of the NEMA TS 2-1998 Standard

10.4.3 Each (BIU) shall include power on, transmit and valid data indicators. All indicators shall be LED's.

10.5 Vehicle Detection System

10.5.1 All detector racks shall contain the appropriate number of two (2) channel detector amplifiers to fulfill the detection requirements shown on the intersection plans.

10.6 24 Volt Power Supply

10.6.1 The TS 2 cabinet power supply shall provide regulated DC power, unregulated AC power and a line frequency reference for the TS 2-detector rack, (BIU's), load switches, and other auxiliary equipment. As a minimum, the power supply shall meet all applicable requirements of the NEMA TS2 Traffic Controller Assemblies with NTCIP Requirements, 1998.

10.7 Emergency Preemption Panel

10.7.1 A preemption panel (where applicable) shall be mounted on the left cabinet wall. The preemption panel shall include sufficient terminals for connecting a minimum of four (4) preemption inputs. The panel will include four (4) pushbutton type test switches connected to the controller preempt inputs.



TRAFENG-01

DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2019

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

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

PRODUCER Hub International Florida 1560 Orange Avenue, Suite 750 Winter Park, FL 32789		CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378 E-MAIL: Certificate.FLA@HubInternational.com ADDRESS:		
INSURED Traffic Engineering and Management, LLC dba Control Specialists 707 Nicolet Avenue, #100A Winter Park, FL 32789		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Transportation Insurance Company		20494
		INSURER B: American Casualty Co of Reading PA		20427
		INSURER C: Continental Casualty Company		20443
		INSURER D: National Fire Insurance of Hartford		20478
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	5086443726	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		C 5086443712	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		6014082886	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Over GL, AL, EL \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC586443743	7/1/2019	7/1/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		5086443726	7/1/2019	7/1/2020	Leased/Rented 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Osceola County Board of County Commissioners is an additional insured on General Liability, including for completed operations, when required in a written contract or agreement with the Insured. Should one of these policies be cancelled before the expiration date, a 30 days' notice would be provided by the Insurer to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

Osceola County Board of County Commissioners c/o Director of Human Resources
1 Courthouse Square, #2300
Kissimmee, FL 34741

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

AUTHORIZED REPRESENTATIVE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Filing Information

Document Number L12000073345
FEI/EIN Number 45-5448578
Date Filed 06/01/2012
Effective Date 06/01/2012
State FL
Status ACTIVE

Principal Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Mailing Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Registered Agent Name & Address

O'DONOGHUE, WILLIAM B
707 Nicolet Avenue
WINTER PARK, FL 32789

Name Changed: 04/19/2017

Address Changed: 04/19/2017

Authorized Person(s) Detail

Name & Address

Title President, Member Manager, CEO

O'DONOGHUE, WILLIAM BRUCE
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Secretary

O'Donoghue, Leigh
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Asst. Secretary

Zirpoli, Tony
707 NICOLET AVENUE
WINTER PARK, FL 32789

Annual Reports

Report Year	Filed Date
2018	03/10/2018
2018	08/30/2018
2019	04/28/2019

Document Images

<u>04/28/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/30/2018 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>03/10/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/09/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/18/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/01/2012 -- Florida Limited Liability</u>	View image in PDF format

**INTERLOCAL AGREEMENT
BY AND BETWEEN
OSCEOLA COUNTY AND CITY OF KISSIMMEE
FOR TRAFFIC SIGNAL DESIGN AND CONSTRUCTION**

THIS INTERLOCAL AGREEMENT is made this 21st day of September, 2020 by and between and **OSCEOLA COUNTY**, a political subdivision of the State of Florida, whose business address is 1 Courthouse Square, Kissimmee, Florida 34741, Florida, hereinafter “**COUNTY**” and the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “**CITY**” each represents as follows:

WITNESSETH:

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, (Chapter 163.01, Florida Statutes), local governments are authorized to make the most efficient use of their powers by cooperating with one another for mutual advantage to provide services that harmonize geographic and economic needs of the local community; and

WHEREAS, the **CITY** entered into that certain Agreement dated August 20, 2019 with the **COUNTY** for Traffic Signal Preventative Maintenance, Repair and Transfer which included transfer of assets to the **COUNTY** of items owned by the **CITY** related to the maintenance of the Traffic Control Devices; and

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **PROCUREMENT.** Starting with the traffic signals at Neptune Road and Broadway Street, and Oak Street and Central Avenue, the City agrees to allow the County to procure design and construction services on behalf of the City for any traffic signal that the City deems in need of replacement through Osceola County Continuing Services Contracts.
3. **MANAGEMENT OF CONSTRUCTION.** The County shall oversee the design, engineering and construction work of the Contractors on behalf of the City.
4. **PROJECT MANAGER.** The City shall appoint a Project Manager who shall act as the primary staff contact to the County, on behalf of the City. The Project Manager

shall process invoices for payment, and perform any other function necessary as related to the County's administration of the construction.

5. **FUNDING / PAYMENT.** The total cost of construction for each intersection at this time is estimated to be \$600,600.00. Upon request by the City, the County shall provide the City with a cost estimate for the replacement and construction of mast arm signals. The City shall evaluate the cost, and determine whether the City's budget is sufficient to cover the cost, and may approve or reject the bid depending on funding. When work is approved by the City, the City shall provide the County written acceptance of the construction proposal, and the County shall engage the Contractor to perform the work. The County shall bill the City for the actual cost of design, engineering and construction as evidenced by invoices from the Contractors performing the work. The City shall pay the County an additional five percent (5%) over invoice as a coordination fee. In the event that the City cancels a project before its completion, the City shall be responsible for all outstanding balances owed by the County and their consultants and contractors.
6. **EFFECTIVE DATE; TERM.** This Agreement shall become effective upon full execution by all parties hereto ("Effective Date") and shall continue in full force and effect until either of the two parties to this Agreement informs the other of their intent to terminate. The intent to termination shall be provided in writing by the initiating party to the receiving party thirty (30) days prior to intended effective date of termination.
7. **AMENDMENTS.** This Agreement may be modified only by written instrument properly executed by all parties hereto.
8. **VALIDITY.** After consulting with their respective legal counsel, each party hereto represents and warrants to the others its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The parties each hereby represent, warrant, and covenant to and with the others (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming due authorization, execution and delivery hereof by the other party hereto).
9. **GOVERNING LAW; VENUE.** The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Osceola County is the sole venue for

any legal action in connection with this Agreement. The parties agree to waive the right to a jury trial in any action, proceeding or counterclaim arising from this Agreement.

10. **FURTHER ASSURANCES.** The parties agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.
12. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
13. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement, nothing contained herein shall be construed as a waiver or attempt at a waiver of the parties' sovereign immunity pursuant to section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law.
14. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below

Notice to City:

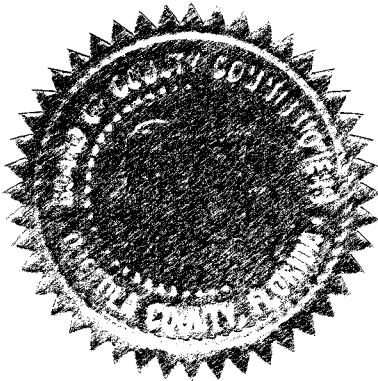
City of Kissimmee Public Works & Engineering Department
Traffic Engineering Division
Attn: Nabil Muhaisen
2205 Mabbette Street
Kissimmee, FL 34741
nmuhaisen@kissimmee.org

Notice to County:

Osceola County Transportation & Transit Department
Attn: Kathy Lee
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
Kathy.Lee@osceola.org

Interlocal Agreement
Traffic Signal Construction
Page 3 of 5

IN WITNESS WHEREOF, This Interlocal Agreement shall become effective on September 21, 2020, upon execution by both parties and a copy of this Agreement duly filed with the Clerk of the City of Kissimmee, Florida and the Osceola County Clerk of the Board's Office.



**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

BY: Tuan Janer
Chair/Vice Chair

DATE: BCC approved 09/21/2020

ATTEST:

OSCEOLA COUNTY CLERK OF THE BOARD

BY: Debra A. Davis
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

DATE: September 21, 2020



ATTEST:
CLERK OF THE CITY OF KISSIMMEE

BY: Rinda Stansell
City Clerk

Approved as to form and legal sufficiency:

BY: Alyssa Sanchez as Clerk
City Attorney

CITY OF KISSIMMEE

BY: _____
Mayor-Commissioner

DATE: 09/09/2020

**AMENDMENT # 4
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND TRAFFIC ENGINEERING AND MANAGEMENT, LLC
D/B/A CONTROL SPECIALISTS**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Traffic Engineering and Management, LLC d/b/a Control Specialists, 707 Nicolet Avenue, Winter Park, Florida 32789, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide continuing traffic services on a task authorization basis as further described in the Agreement RFP-19-11190-TP, approved by the Board of County Commissioners on December 9, 2019, and amended by the Board of County Commissioners on September 21, 2020, and amended by the County Manager on June 29, 2022, and amended by the Board of County Commissioners on August 1, 2022, between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 24. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the terms of the agreement for an additional year,

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term is hereby amended as follows:

SECTION 1. TERM

The term of this Agreement is amended to extend through November 30, 2024 and may be extended when in the best interest of the County.

2. Section 33. Project Managers shall be deleted in its entirety and replaced with the following:

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

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

Nicholas W. Hartley, Assistant Director of Transportation and Transit
Osceola County Transportation and Transit Department
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
Phone: (407) 742-0518
Email: Nicholas.hartley@osceola.org

- B. The CONTRACTOR Project Manager's contact information is as follows:

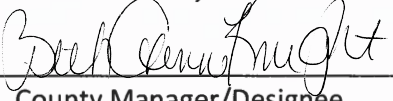
W. Bruce O'Donoghue, CEO
Traffic Engineering and Management, LLC, d/b/a Control Specialists
707 Nicolet Avenue
Winter Park, Florida 32789
Phone: (407)628-1965
Email: wbod@controlspecialists.com

3. These changes shall be effective upon this Amendment being executed by both parties.
4. The terms and conditions of the original Agreement and any subsequent Amendment shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

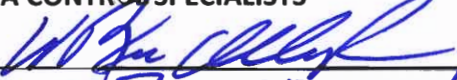
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the later of the dates that each party signed this Amendment.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: 
County Manager/Designee

Date: 12/7/2023

TRAFFIC ENGINEERING AND MANAGEMENT, LLC
D/B/A CONTROL SPECIALISTS

By: 

Print: W. Bruce O'Donoghue

Title: CEO

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was executed before me by means of ☒ physical presence or, ☐ online notarization, this 22nd day of November, 2023, by W. Bruce O'Donoghue as CEO of Traffic Engineering and Management, LLC, d/b/a Control Specialists, who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.


Signature of Notary Public

(stamp)





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Filing Information

Document Number L12000073345
FEI/EIN Number 45-5448578
Date Filed 06/01/2012
Effective Date 06/01/2012
State FL
Status ACTIVE

Principal Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Mailing Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Registered Agent Name & Address

O'DONOGHUE, WILLIAM B
707 Nicolet Avenue
WINTER PARK, FL 32789

Name Changed: 04/19/2017

Address Changed: 04/19/2017

Authorized Person(s) Detail

Name & Address

Title President, Member Manager, CEO

O'DONOGHUE, WILLIAM BRUCE
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Secretary

O'Donoghue, Leigh
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Asst. Secretary

Zirpoli, Tony
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title VP

McCully, Walter A
707 NICOLET AVENUE
WINTER PARK, FL 32789

Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	04/21/2022
2023	04/22/2023

Document Images

04/22/2023 – ANNUAL REPORT	View image in PDF format
04/21/2022 – ANNUAL REPORT	View image in PDF format
03/15/2021 – ANNUAL REPORT	View image in PDF format
04/30/2020 – ANNUAL REPORT	View image in PDF format
04/28/2019 – ANNUAL REPORT	View image in PDF format
08/30/2018 – AMENDED ANNUAL REPORT	View image in PDF format
03/10/2018 – ANNUAL REPORT	View image in PDF format
04/19/2017 – ANNUAL REPORT	View image in PDF format
04/09/2016 – ANNUAL REPORT	View image in PDF format
04/28/2015 – ANNUAL REPORT	View image in PDF format
03/31/2014 – ANNUAL REPORT	View image in PDF format
04/18/2013 – ANNUAL REPORT	View image in PDF format
06/01/2012 – Florida Limited Liability	View image in PDF format



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[Filing History](#)

Fictitious Name Search

Fictitious Name Detail

Fictitious Name

CONTROL SPECIALISTS

Filing Information

Registration Number G12000067203
Status ACTIVE
Filed Date 07/05/2012
Expiration Date 12/31/2027
Current Owners 1
County ORANGE
Total Pages 3
Events Filed 2
FEI/EIN Number 45-5448578

Mailing Address

707 NICOLET AVENUE
SUITE 100-A
WINTER PARK, FL 32789

Owner Information

TRAFFIC ENGINEERING AND MANAGEMENT LLC
707 NICOLET AVENUE, SUITE 100-A
WINTER PARK, FL 32789
FEI/EIN Number: 45-5448578
Document Number: L12000073345

Document Images

[07/05/2012 -- Fictitious Name Filing](#)[04/23/2022 -- Fictitious Name Renewal Filing](#)[04/19/2017 -- Fictitious Name Renewal Filing](#)

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[Filing History](#)

Fictitious Name Search

ITEM 7.E

Additional subscriptions with Axon Enterprise, Inc.

Request

Approval to enter into an agreement with Axon Enterprise, Inc. (Contract #20240281) for a two (2) year payment term for additional multiple public safety subscriptions.

Explanation

The Kissimmee Police Department (KPD) is currently in year 3 of a 5-year agreement with Axon Enterprise, Inc. This company provides KPD with a bundled public safety equipment program composed of body cameras, conducted electronic weapons and electronic evidence storage. KPD seeks to purchase additional subscriptions from Axon so that more sworn personnel and community service officers will have body worn cameras.

The quotation is to add the extra body worn cameras and related subscriptions until August 2026, throughout the remaining term of the agreement. The total expense of \$126,295.82 is due in two installments. In fiscal year 2024, \$61,909.72 can be funded by funds available in the current fiscal year's budget to be transferred into the Capital Lease account 00190707-507171 and the second payment in FY2025 of \$64,386.10 is to be added to the fiscal year 2025 budget process.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00130203 505455	PD2339	Decrease		12,033.00
00130206 506393		Decrease		10,551.00
00130203 505257		Decrease		8,073.00
00130403 503434		Decrease		12,757.00
00130203 505259		Decrease		18,496.00
00190707 507171		Increase		61,910.00

Financial Summary:

Funding would be transferred from the above accounts into Capital Lease for the first year's payment of \$61,909.72 with the 2nd year payment of \$64,386.10 added to the FY2025 budget process.

Recommendation

Approval to increase the number of subscriptions for the remaining 2-year agreement with Axon Enterprise, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Police

Presenter:

Attachment(s):

1. Axon Enterprises Estimated Contract 040924
2. AXON Master Services and Purchasing Agreement 08112021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-542328-45391.672BR

Issued: 04/09/2024

Quote Expiration: 04/30/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 109207

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Kissimmee Police Dept. - FL 8 N Stewart Ave Kissimmee, FL 34741-5463 USA	Kissimmee Police Dept. - FL 8 N Stewart Ave Kissimmee FL 34741-5463 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brendan Rome Phone: Email: brome@axon.com Fax:	Christopher Succi Phone: (407) 847-0176 Email: Fax: (407) 847-0460

Quote Summary

Program Length	27 Months
TOTAL COST	\$126,295.82
ESTIMATED TOTAL W/ TAX	\$126,295.82

Discount Summary

Average Savings Per Year	\$50,449.71
TOTAL SAVINGS	\$113,511.84

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$61,909.72	\$0.00	\$61,909.72
Aug 2025	\$64,386.10	\$0.00	\$64,386.10
Total	\$126,295.82	\$0.00	\$126,295.82

Quote Unbundled Price:	\$239,807.66
Quote List Price:	\$160,572.42
Quote Subtotal:	\$126,295.82

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HARDWARE FINANCING	3	3		\$23.30	\$23.30	\$209.70	\$0.00	\$209.70
73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	3	27		\$26.25	\$58.33	\$4,725.00	\$0.00	\$4,725.00
73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	23		\$26.25	\$68.48	\$7,875.00	\$0.00	\$7,875.00
20416	TRUE UP - UNLIMITED 7 PLUS 1	9	27		\$18.75	\$41.67	\$10,125.00	\$0.00	\$10,125.00
BWCamTAP	Body Worn Camera TAP Bundle	3	27	\$40.18	\$32.47	\$32.47	\$2,630.07	\$0.00	\$2,630.07
M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	5	23	\$588.71	\$275.40	\$275.40	\$24,630.99	\$0.00	\$24,630.99
M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	3	27	\$635.47	\$280.94	\$280.93	\$16,079.56	\$0.00	\$16,079.56
B00022	BUNDLE - UNLIMITED PLUS	9	27	\$285.97	\$228.92	\$228.92	\$46,122.55	\$0.00	\$46,122.55
A la Carte Hardware									
AB3MBD	AB3 Multi Bay Dock Bundle	3			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	20			\$1,578.00	\$694.90	\$13,897.95	\$0.00	\$13,897.95
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$126,295.82	\$0.00	\$126,295.82

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	17	1	05/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	15	1	05/01/2024
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	17	1	05/01/2024
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	05/01/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	05/01/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	3	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	3	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	3	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	3	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	9	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	9	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	6	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	6	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	3	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	3	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	6	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	05/01/2024
BUNDLE - UNLIMITED PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	9	1	05/01/2024
BUNDLE - UNLIMITED PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	18	1	05/01/2024
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	5	1	09/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	5	1	09/01/2024
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	5	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	5	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	5	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	5	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	15	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	15	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	10	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	10	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	5	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	5	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	10	1	09/01/2024

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	05/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	05/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	09/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	09/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	6	1	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	6	1	05/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	3	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	3	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	5	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	08/01/2026
BUNDLE - UNLIMITED PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	9	1	08/01/2026
BUNDLE - UNLIMITED PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	10	1	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	10	1	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	10	1	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	10	1	08/31/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73638	AXON STANDARDS - LICENSE	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73680	AXON RESPOND PLUS - LICENSE	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73739	AXON PERFORMANCE - LICENSE	3	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	3	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	9	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	9	06/01/2024	08/31/2026

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - UNLIMITED PLUS	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	9	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	73638	AXON STANDARDS - LICENSE	9	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	73680	AXON RESPOND PLUS - LICENSE	9	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	9	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	9	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	73739	AXON PERFORMANCE - LICENSE	9	06/01/2024	08/31/2026
BUNDLE - UNLIMITED PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	06/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73638	AXON STANDARDS - LICENSE	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73680	AXON RESPOND PLUS - LICENSE	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	50	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73739	AXON PERFORMANCE - LICENSE	5	10/01/2024	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	10/01/2024	08/31/2026

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	3
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	5
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	3
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5
BUNDLE - UNLIMITED PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - UNLIMITED PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	9
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	3	05/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	3	05/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	3	05/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	05/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	3	05/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	05/01/2025	08/31/2026
BUNDLE - UNLIMITED PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	9	05/01/2025	08/31/2026
BUNDLE - UNLIMITED PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	05/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	09/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	09/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	5	09/01/2025	08/31/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	09/01/2025	08/31/2026

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	8 N Stewart Ave	Kissimmee	FL	34741-5463	USA

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	20416	TRUE UP - UNLIMITED 7 PLUS 1	9	\$4,963.34	\$0.00	\$4,963.34
Year 1	73352	TRUE UP - BWC HARDWARE FINANCING	3	\$102.79	\$0.00	\$102.79
Year 1	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	3	\$2,316.18	\$0.00	\$2,316.18
Year 1	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$3,860.29	\$0.00	\$3,860.29
Year 1	AB3C	AB3 Camera Bundle	20	\$6,812.72	\$0.00	\$6,812.72
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	B00022	BUNDLE - UNLIMITED PLUS	9	\$22,609.09	\$0.00	\$22,609.09
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,289.25	\$0.00	\$1,289.25
Year 1	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	5	\$12,073.94	\$0.00	\$12,073.94
Year 1	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	3	\$7,882.12	\$0.00	\$7,882.12
Total				\$61,909.72	\$0.00	\$61,909.72

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	20416	TRUE UP - UNLIMITED 7 PLUS 1	9	\$5,161.66	\$0.00	\$5,161.66
Year 2	73352	TRUE UP - BWC HARDWARE FINANCING	3	\$106.91	\$0.00	\$106.91
Year 2	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	3	\$2,408.82	\$0.00	\$2,408.82
Year 2	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	5	\$4,014.71	\$0.00	\$4,014.71
Year 2	AB3C	AB3 Camera Bundle	20	\$7,085.23	\$0.00	\$7,085.23
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	B00022	BUNDLE - UNLIMITED PLUS	9	\$23,513.46	\$0.00	\$23,513.46
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	3	\$1,340.82	\$0.00	\$1,340.82
Year 2	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	5	\$12,557.05	\$0.00	\$12,557.05
Year 2	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	3	\$8,197.44	\$0.00	\$8,197.44
Total				\$64,386.10	\$0.00	\$64,386.10

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/9/2024





Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



Master Services and Purchasing Agreement between Axon and Agency

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
 - 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Kissimmee Police Department
Attn: Chief of Police
8 N. Stewart Avenue
Kissimmee, Florida 34741
LegalNotices@kissimmee.gov

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

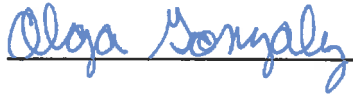
understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

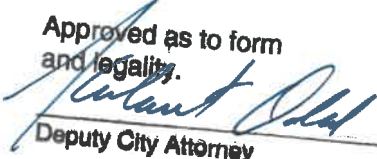
Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

DocuSigned by:
Signature: 
Name: Robert E. Driscoll, Jr.
Title: VP, Assoc. General Counsel
Date: 7/27/2021

Agency

Signature: 
Name: Olga Gonzalez
Title: Mayor-Commissioner
Date: 8/11/2021

Approved as to form
and legality.

Deputy City Attorney
Date: 8.10.21



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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Master Services and Purchasing Agreement

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Master Services and Purchasing Agreement

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

4 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

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System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

5 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

7 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

8 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for

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the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 11 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 12 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

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- 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement

Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-321472-44403.884JD

Issued: 07/26/2021

Quote Expiration: 08/30/2021

Account Number: 109207

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery; Invoice-8 N Stewart Ave 8 N Stewart Ave Kissimmee, FL 34741-5463 USA	Kissimmee Police Dept. - FL 8 N Stewart Ave Kissimmee, FL 34741-5463 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeremy Deegan Phone: Email: jdeegan@axon.com Fax:	Phone: Email: Fax:

Program Length	60 Months
TOTAL COST	\$1,584,365.59
ESTIMATED TOTAL W/ TAX	\$1,584,365.59

Average Savings Per Year	\$173,909.87
TOTAL SAVINGS	\$869,549.33

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Aug, 2021	\$316,877.43
Year 2	Aug, 2022	\$316,877.43
Year 3	Aug, 2023	\$316,877.43
Year 4	Aug, 2024	\$316,877.43
Year 5	Aug, 2025	\$316,877.43

BILLED ON FULFILLMENT		
PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Bundle Summary

Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month
OSP7+Premium	2021 - OFFICER SAFETY PLAN 7 PLUS Premium	101	\$246,333.86	\$203.25
AB3C	AB3 Camera Bundle	101	\$14,119.80	\$11.65
AB31BD	AB3 1-Bay Dock Bundle	101	\$4,040.00	\$3.33
AB3MBD	AB3 Multi Bay Dock Bundle	2	\$615.56	\$25.65
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$0.00	\$0.00
BasicLicense	Basic License Bundle	69	\$0.00	\$0.00
ProLicense	Pro License Bundle	1	\$0.00	\$0.00
T7CertVR	2021 Taser 7 Cert Bundle W/ VR	45	\$46,513.90	\$86.14
DynamicBundle	Dynamic Bundle	1	\$0.00	\$0.00
IR2CA	Interview Room 2 Camera Advanced	1	\$0.00	\$0.00

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS Premium **Quantity: 101** **Start: 9/1/2021** **End: 8/31/2026** **Total: 1231669.31 USD**

Category	Item	Description	Requested Ship Date
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	08/01/2021
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	08/01/2021
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	08/01/2021
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2021
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2021
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	08/01/2021
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2021
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2021
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	08/01/2021
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	08/01/2021
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	08/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2022
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2023
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2024
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2025
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2021

Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2022
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2023
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2024
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2025
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	08/01/2021
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	08/01/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	02/01/2024
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	08/01/2021
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	02/01/2024
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Docks	74200	TASER 7 6-BAY DOCK AND CORE	08/01/2021
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	08/01/2021
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	08/01/2021
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	08/01/2021
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	
Records	73681	AXON RECORDS FULL	
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	
Redaction	73478	REDACTION ASSISTANT USER LICENSE	
Auto Tagging	73682	AUTO TAGGING LICENSE	
Performance	73739	PERFORMANCE LICENSE	
On-Demand Transcription	85760	Auto-Transcribe Unlimited Service	
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	08/01/2021
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	08/01/2021
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	08/01/2021
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	02/01/2024

Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	08/01/2026
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	
Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	08/01/2021
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	02/01/2024
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	08/01/2026
VR Headset	20378	HTC FOCUS 3 VR HEADSET	08/01/2021
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	08/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	08/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	08/01/2021
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	08/01/2021
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	08/01/2021
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	08/01/2021
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	08/01/2021
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	08/01/2021
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	08/01/2021
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	08/01/2021
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	08/01/2021

Bundle: AB3 Camera Bundle Quantity: 101 Start: 9/1/2021 End: 8/31/2026 Total: 70599 USD

Category	Item	Description	Requested Ship Date
Camera	73202	AXON BODY 3 - NA10	08/01/2021
Spare Camera	73202	AXON BODY 3 - NA10	08/01/2021
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	08/01/2021
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	08/01/2021
Spare Mounts	74028	WING CLIP MOUNT, AXON RAPIDLOCK	08/01/2021

Bundle: AB3 1-Bay Dock Bundle Quantity: 101 Start: 9/1/2021 End: 8/31/2026 Total: 20200 USD

Category	Item	Description	Requested Ship Date
Dock	74211	AXON BODY 3 - 1 BAY DOCK	08/01/2021
Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	08/01/2021

Bundle: AB3 Multi Bay Dock Bundle Quantity: 2 Start: 9/1/2021 End: 8/31/2026 Total: 3077.8 USD

Category	Item	Description	Requested Ship Date
Dock	74210	AXON BODY 3 - 8 BAY DOCK	08/01/2021
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	08/01/2021
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	08/01/2021

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle				Quantity: 2	Start: 9/1/2021	End: 8/31/2026	Total: 0 USD
Category	Item	Description	Requested Ship Date				
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	08/01/2021				
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	02/01/2024				
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	08/01/2026				

Individual Items USD			
Category	Item	Description	Requested Ship Date
Other	12338	AXON AIR EVIDENCE.COM LICENSE	
Other	85760	Auto-Transcribe Unlimited Service	
Other	20382	FULL VR TRAINING ENTERPRISE (21 - 50) LICENSE	
Other	85144	AXON STARTER	
Other	85147	CEW STARTER	

Bundle: Basic License Bundle				Quantity: 69	Start: 9/1/2021	End: 8/31/2026	Total: 0 USD
Category	Item	Description	Requested Ship Date				
E.com License	73840	EVIDENCE.COM BASIC LICENSE					
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE					

Bundle: Pro License Bundle				Quantity: 1	Start: 9/1/2021	End: 8/31/2026	Total: 0 USD
Category	Item	Description	Requested Ship Date				
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)					
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE					

Bundle: 2021 Taser 7 Cert Bundle W/ VR				Quantity: 45	Start: 9/1/2021	End: 8/31/2026	Total: 232569.49 USD
Category	Item	Description	Requested Ship Date				
Halt Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	08/01/2021				
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	08/01/2021				
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	08/01/2021				
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE					
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	08/01/2021				
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2021				
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2021				
Spare Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	08/01/2021				
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	08/01/2021				
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	08/01/2021				

Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	08/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2022
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2023
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2024
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	08/01/2025
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2021
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2022
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2023
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2024
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	08/01/2025
Taser 7 Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	08/01/2021
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	08/01/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	08/01/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	02/01/2024
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	08/01/2021
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	02/01/2024
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	08/01/2021
VR Headset	20378	HTC FOCUS 3 VR HEADSET	08/01/2021
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	08/01/2021
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	08/01/2021
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	08/01/2021
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	08/01/2021
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	08/01/2021
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	08/01/2021
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	08/01/2021
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	08/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	08/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	08/01/2021

Bundle: Dynamic Bundle Quantity: 1 Start: 9/1/2021 End: 8/31/2026 Total: 0 USD

Category	Item	Description	Requested Ship Date
Other	70112	AXON SIGNAL UNIT	08/01/2021
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	08/01/2021

Bundle: Interview Room 2 Camera Advanced Quantity: 1 Start: 9/1/2021 End: 8/31/2026 Total: 0 USD

Category	Item	Description	Requested Ship Date
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Storage	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	
Basic E.com License	73840	EVIDENCE.COM BASIC LICENSE	
Camera Bundles	50288	OVERT CAMERA, FIXED	08/01/2021
Installation	85170	INTERVIEW ROOM, INSTALL AND SETUP	
Extended Warranty	50448	EXT WARRANTY, INTERVIEW ROOM	08/01/2021
Client Software	50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	
Maintenance	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	
Hardware	50127	TOUCH PANEL	08/01/2021
Wall Mount	74056	WALL MOUNT	08/01/2021
Maintenance	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	
Camera Bundles	50118	LOUROE MICROPHONE	08/01/2021
License	50041	AXON STREAMING SERVER LICENSE (PER SERVER)	

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Execution of this quote will terminate contracts associated with Q-284468 (executed contract #00037558), and Q-165898 (executed contract #00017437) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of \$46,340.00 (applied to Year 1 TASER 60 Debit) to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 08/01/2021-08/15/2021, resulting in a 09/01/2021 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

This debit is contingent upon agency payment of any outstanding invoices including and not limited to Year 4 Billing of contract #00017437.



Signature
Olga Gonzalez
Mayor-Commissioner
7/26/2021



Date Signed

ITEM 7.F

State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 1124 Lindsay Way, Kissimmee, 34744

Request

Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement, Contract #20240039, with Osceola Council on Aging, LLC and Norman Alan Fraser.

Explanation

On August 16, 2022, the City Commission approved a partnership with the Osceola Council on Aging (the Council) to coordinate the rehabilitation project for 1124 Lindsay Way, Kissimmee, 34744. After conducting a number of inspections and requesting quotes from contractors, the Council determined that it would be most cost-effective to demolish the single family structure and reconstruct it. The Council proposes to replace the structure with a manufactured built home. The proposed cost of the project is \$300,000. This amount includes a line item for 10% contingency, in addition to demolition, storage, relocation and project management costs.

This project will be funded with SHIP funds. The City's investment will be secured by a mortgage in favor of the City with an affordability period of 30 years.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225103 503434	SHIP2022	Decrease	\$730,030	\$300,000

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant-funded project.

Recommendation

Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement, Contract #20240039, with Osceola Council on Aging, LLC and Norman Alan Fraser.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Development Services
Presenter:

Attachment(s):

City of Kissimmee

1. (S) COA Construction Agreement -1124 Lindsay Way

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
OWNER OCCUPIED REHABILITATION AGREEMENT FOR
1124 LINDSAY WAY, KISSIMMEE 34744**

THIS AGREEMENT is made on _____ between **Norman Alan Fraser** residing at **1124 Lindsay Way, Kissimmee, Florida 34744**, (the "**OWNER**"), and Osceola Council on Aging (the "**COA**"), a Florida corporation whose address is 700 Generation Pt, Kissimmee, FL 34744, and the City of Kissimmee (the "**CITY**"), a Florida municipal corporation whose address is 101 Church Street Kissimmee, Florida 34741.

WITNESSETH:

WHEREAS, CITY adopted the Local Housing Assistance Plan (LHAP) and participates in the State Housing Initiatives Program (SHIP) as well as other federal, state and local funding programs to make affordable housing available to very low-income and low income residents of the **CITY**; and

WHEREAS, CITY can provide grants to qualified homeowners to make particular home repairs; and

WHEREAS, OWNER applied for financial assistance for the substantial rehabilitation of her primary residence through the **CITY's** SHIP Program (the "Project"); and

WHEREAS, OWNER desires to engage **COA** to perform certain work at **1124 Lindsay Way, Kissimmee FL 34744** (the "Property"); and

WHEREAS, OWNER desires to utilize all services provided by the **CITY** in connection with said Project; and

NOW THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Employment of Contractors: **OWNER** hereby engages **COA** to perform the services and supply the materials (sometimes referred to as "work") set forth in this Agreement and the Exhibits described in Section 2 below.

Section 2. Scope of Services: It is understood that except as otherwise specifically stated in this Agreement, **COA** shall provide and pay, for all materials, labor, tools, equipment, transportation, superintendents and construction labor of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the term of this Agreement. Further responsibilities associated with the Project are elaborated in the Scope of Work, attached hereto and incorporated herein as Exhibit "A". The Parties to this Agreement acknowledge and hereby agree to comply with the provisions of the following Exhibits attached hereto, all of which are made a part of this Agreement.

COA, OWNER, and CITY agree to:

1. Scope of Work – Exhibit "A"

OWNER and CITY agree to:

2. Mortgage Deed – Exhibit "B"
3. Promissory Note – Exhibit "C"

Section 3. Certification: **OWNER** hereby certifies that she received, read, and

understands the rehabilitation contract terms, the Scope of Work, the general rehabilitation and construction process, and the services to be offered and performed on the Property.

Section 4. OWNER Responsibilities:

a. **OWNER** shall grant access to the Property during normal business hours to all parties involved in the rehabilitation process, including **COA**, anyone hired by **COA** to perform services, and the **CITY**. **COA** shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process. **OWNER** is required to move out of the Property and remove all personal items and pets in or associated with the location site throughout the duration of construction and until **COA** deems the property safe for occupancy.

Failure to allow **COA** access may result in termination of this Agreement and require repayment by the **OWNER** of all funds advanced to **COA** on the **OWNER**'s behalf and any additional damages **COA** seeks from the **OWNER** and/or the **CITY**.

b. **OWNER** shall provide **COA** the use of power and water as needed to complete the repairs at no cost to **COA** or **CITY**.

c. **OWNER** shall be responsible for moving all personal possessions from the areas where work will be completed at minimum 48 hours prior to work commencing. Work will not commence until all personal property, inhabitants and vehicles have been removed from the Property. Neither **COA** nor the **CITY** shall be responsible for any damage caused to **OWNER**'s personal property resulting from **OWNER**'s failure to remove same from the Property. **COA** shall provide **OWNER** with a portable onsite storage container for safekeeping of belongings during construction. **CITY** and **COA** are not responsible for any damage that may occur to **OWNER**'s personal property due to the use of a portable onsite storage container.

d. Before any repair work begins on the Property, **OWNER** shall participate in a walk-through with a representative from the **CITY** and **COA** to determine:

1. Final assessment of work that will be done at the Property;
2. Contractor's work schedule at the Property;
3. Specifications, materials, and methods that will be used to perform the work; and
4. Removal of debris and surplus material from the Property.

e. **OWNER** shall sign, post, and record with the Clerk of the Circuit Court and post a Notice of Commencement as required by Fla.Stat. § 713.13 before any work under this Agreement commences.

f. **OWNER** shall cooperate with **CITY** and **COA** to achieve the goals and objectives set out in this Agreement.

Section 5. CITY Responsibilities:

a. **CITY**'s duties under this Agreement are limited to approving the Scope of Work to be performed, providing final approval of the completed work, and rendering direct payment to **COA** for the agreed upon repairs.

b. **CITY** represents that as of the date of this Agreement it has sufficient SHIP funds available to make payment for the repair work in the actual amount invoiced up to but not to exceed **THREE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$300,000.00)** and that it will retain said funds to pay for the agreed upon repair to **OWNER'S** principal residence. **CITY** shall charge **OWNER** an additional **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$1,500.00)** to pay for closing costs. This amount is only an estimate and it may be adjusted in the total mortgage when the work is completed. The amount of encumbered funds for this project is anticipated to total **THREE HUNDRED AND ONE THOUSAND, FIVE HUNDRED DOLLARS AND**

00/100 CENTS (\$301,500.00)

c. **CITY shall not be responsible for any cost overruns in excess of the THREE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$300,000.00) stated in subsection (b) above or for any work not expressly approved by CITY as set forth in Exhibit "A". COA will be paid directly by the CITY for the completed work.**

d. **CITY shall cooperate with OWNER to achieve the goals and objectives set forth in Exhibit "A".**

e. **If work can not be completed by December 31st, 2024 or approximately 270 days from the issuance of the first CITY permit, the City will seek an extension for the use of the funds from the Florida Housing Finance Corporation and, if granted, an amendment to this Agreement will be initiated.**

Section 6. COA's Responsibilities:

a. **COA agrees to protect, defend, and indemnify the CITY from any claims for work, labor, or materials with respect to the COA's performance. Final payment shall not be due until COA has delivered to CITY a complete release of all liens or a conditional release indicating balances owed and indemnifying the CITY from any further claims by any person for work completed, arising from, or related to, the COA's performance.**

b. **Work and Completion Time: COA agrees to direct, supervise and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain all applicable licenses, providing for the exclusion applicable to COA pursuant to Fla. Stat. § 489.103(18), and co-ordinate other services for the proper rehabilitation of the Property. All work shall be satisfactorily completed after the Notice to Proceed is received. All work shall be completed in a workmanlike manner according to standard practices. The estimated completion date for this project is on or about December 31, 2024, or approximately 270 days from issuance of the first CITY permit.**

c. **Time of Commencement: COA shall not commence any work until the CITY issues the written Notice to Proceed. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.**

d. **Contractor's Insurance: COA shall be responsible for all damages to persons or property that occur on the job site or adjacent thereto as a result of the COA's fault or negligence in connection with this Agreement. COA shall, prior to commencing work, furnish evidence to the CITY of required comprehensive liability insurance in an amount not less than \$1,000,000.00 CITY as an additional insured.**

e. **Subcontracts: All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work on the Project, but this shall not relieve COA from any responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and COA shall not be released from any responsibility resulting from all sub-contractual agreements between COA and a third party for completion of the work. COA shall be required to furnish to OWNER and CITY, in writing, a list of names of all subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.**

f. **COA shall conduct, supervise, and direct the work using COA's best skills and attention without interruption or interference.**

g. **COA shall provide OWNER and CITY with evidence that COA has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate local building inspectors.**

h. **COA shall not employ any unfit or underage person or anyone not skilled in the task assigned to them.**

i. **COA shall not assign this Agreement without the express written consent of the OWNER**

and CITY.

j. **COA** shall be responsible for the acts and omissions of its contractors, agents and employees, and all subcontractors, their agents and employees, and all other persons performing any of the work on the above-described Project under this Agreement or as provided for in any approved change order.

k. **COA** shall keep the premises free from the accumulation of waste materials or rubbish caused by **COA**'s work on a daily basis. All waste materials and debris from the rehabilitation shall be in an area outside, designated by **OWNER** at the pre-construction conference or otherwise in writing and be removed upon completion of the work.

l. **COA** shall permit the appropriate **CITY** employees to examine and inspect the work performed pursuant to this Agreement at any reasonable time and in any reasonable manner.

m. **COA** shall be liable for any inspection or re-inspection fees.

n. **COA** shall obtain the **OWNER**'s approval of all finish material, products and colors as described in Exhibit "A" to be used in this rehabilitation. All colors chosen by the **OWNER** and **COA** shall be of a neutral color.

Section 7. Subcontracting: **COA** shall not be required to employ any subcontractors against whom it has a reasonable objection. **COA** agrees that it is as fully responsible to **OWNER** for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of itself or of any persons directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the **OWNER** or the **CITY**.

Section 8. Equal Employment Opportunity: During the performance of this Agreement, **COA** agrees as follows: (1) **COA** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender or sexual orientation. **COA** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, gender or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. **COA** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **CITY** setting forth the provisions of this nondiscrimination clause; (2) **COA** will, in all solicitations or advertisements for employees placed by or on behalf of **COA**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, gender or sexual orientation; (3) In the event of **COA**'s noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and **COA** may be declared ineligible for further entering into contracts with the **CITY** in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 9. Time for Performance: All work to be performed by **COA** is estimated to be completed by **December 31, 2024**, or approximately **270** days from issuance of the first **CITY** permit. If **COA** refuses or fails to perform the work, the **CITY** may, by written notice to **COA**, terminate its right to proceed with the remainder of work under Exhibit "A" that has not yet been initiated or completed. In such event, **OWNER** may take over the work to complete performance of this Agreement. If **COA**'s right to proceed is terminated, **OWNER** and **COA** shall defer to the terms of **COA** and **OWNER**'s Homeowner Repair Agreement.

Section 10. Changes: It is agreed by the Parties hereto that all changes mutually agreed upon shall be in writing and signed by the Parties.

Section 11. Lien On Property: **OWNER** acknowledges and understands that **CITY** shall place a mortgage lien upon his/her property. The lien amount shall equal the total cost of rehabilitation plus, at the discretion of the **CITY**, the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. In the event of any transfer, devise or change in ownership voluntarily or otherwise within THIRTY (30) YEARSs from the date of executing the mortgage and note, the mortgage shall become due and payable.

Section 12. Mortgage Modification: In the event the final cost of rehabilitation exceeds the mortgage and note, **OWNER** covenants and agrees to execute a Mortgage Modification Agreement for the final principal amount of assistance. Said Mortgage Modification Agreement shall be prepared by the **CITY** and recorded in the Public Records of Osceola County, Florida.

Section 13. Release of Liens: **COA** shall submit to **OWNER** and **CITY** proof of payment of all potential liens and a release of all liens prior to final payment of the consideration set forth herein.

Section 14. Compensation: **OWNER** agrees to compensate **COA** the actual amount invoiced up to but not exceeding **THREE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$300,000.00)** for the services and materials provided herein, which sum shall be disbursed by **CITY** on behalf of **OWNER**.

Section 15. Methods of Payment: **OWNER** agrees to pay **COA** in accordance with one of the following Options:

Option A. - Payment in full after final approval and acceptance of all the work by **CITY** and **OWNER**, for contracts of \$5,000 or less.

Option B. - For contracts of more than \$5,000, **COA** may receive no more than three (3) partial payments for up to seventy-five percent (75%) of the Agreement amount with ten percent (10%) retention at each draw for completed work in place. No payment shall be made for stored materials. Progress payments shall be made by the **CITY** within 20 working days of receipt of an invoice for completed work acceptable to **OWNER** and **CITY**.

Final payment shall be made upon completion of all work to the satisfaction of **OWNER** and **CITY**, receipt of all required releases of liens from **COA**, subcontractors, laborers and materialmen, evidence of the **CITY**'s Building Department's approval of work covered by permits, and an invoice from **COA**. All invoices shall list and briefly describe items of work completed and show the cost of each item as reflected in the Scope of Work and change orders (if applicable). **COA** shall also furnish **OWNER** with all manufacturers' and suppliers' guarantees and warranties covering materials and equipment furnished under this Agreement.

Section 16. Disputes: **CITY** shall, within a reasonable time, make decisions on all claims of **OWNER** or **COA** and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement. **CITY**'s decisions on all matters related to this Agreement shall be final.

Section 17. Workmanship: The work provided hereunder by **COA** shall be executed as indicated by the specifications, floor plans and drawings in the most sound and workmanlike manner. All work shall be performed in accordance with applicable local codes. All materials shall be new unless otherwise expressly set forth in this Agreement. Until acceptance of the work by **OWNER**, **COA** shall be responsible for all work and shall take every necessary precaution against injury or damage to the work. **COA** shall rebuild, repair, restore and make good, at its own expense, all

injuries or damages to any portion of the work occasioned by any natural causes before its completion and acceptance. Materials and equipment that have been removed and replaced as part of the work shall belong to **COA** unless specifically retained by **OWNER**.

COA shall be responsible for a general clean-up of the site after completion of the work. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing at the start of construction. Failure to comply fully with this requirement will result in withholding or delaying payment.

Section 18. Inspection of Work: **CITY** shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, **COA** shall give **CITY** timely notice of its readiness for inspection, and if the inspection is to be made by another authority, the **CITY** shall promptly notify the other authority. If any work should be covered without approval or consent of the **CITY**, it must, if required by **CITY**, be uncovered for examination at **COA**'s expense. If such work should be found not in accordance with this Agreement, including incorporated plans and specifications, **COA** shall make the necessary corrections. If **OWNER** deems it inexpedient to require **COA** to correct work ~~hamed~~ or not performed in accordance with this Agreement, an equitable deduction from the Agreement price shall be made. **OWNER** and/or **CITY** may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any previous payment to such extent as may be necessary to protect the **OWNER** from loss on account of defective work not remedied, claims filed, or responsible evidence indicating probable filing of claims, or failure of **COA** to make proper payment to its subcontractors or for materials and labor.

Section 19. Defects After Completion: Neither the final payment nor any provision in this Agreement nor a partial or entire use or occupancy of the premises by **OWNER** shall constitute an acceptance of work not done in accordance with this Agreement or relieve **COA** of liability in respect to any express warranties or responsibility for faulty materials or workmanship provided that the term of performance of this Agreement is not extended. **COA** shall remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period of time is specified.

Section 20. Non-liability of the CITY: The rights of all contractors, subcontractors, sub-subcontractors, laborers, suppliers, and materialmen performing any work in connection with this Agreement, or furnishing any services, labor or materials thereto or to the Property, shall be subordinate and inferior to any rehabilitation lien(s) of the **CITY**. **CITY** shall not be liable to any materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the property or employed in the construction of any improvements thereon, or for any debts or claims accruing to any of said parties against **OWNER** or against the property; and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between **CITY** and any materialmen, contractors, subcontractors, sub-subcontractors, laborers, materialmen or any other persons supplying any work, labor or material. **OWNER** is not, and shall not be, the agent of the **CITY** for any purpose; nor shall **CITY** be the agent of the **OWNER** for any purpose, except, as to both, as may be specifically set forth herein. It is understood and agreed that no party shall be a third party beneficiary hereunder, except and unless it is specifically provided herein that any portion shall operate or inure to the use and benefit of a party, i.e., no subcontractor, sub-subcontractor or materialmen, laborer or supplier shall have any rights hereunder against **CITY**, or be entitled to the protection of any of the covenants herein contained, although such parties hereto shall be construed to create a partnership or joint venture between **OWNER** and **CITY** with respect to the funding provided by the **CITY**.

OWNER will not convey, encumber or impose a security interest on the property in any way without the consent of **CITY** (except for any lien in favor of the **CITY** and all advances made

and to be made hereunder), except for those permissible conveyances made with the consent of the **CITY**, nor shall the **OWNER** assign any rights under this Agreement or any advance or portion of any advance to be made hereunder without **CITY**'s prior written consent.

The authority herein conferred upon **CITY** and any action taken by **CITY** or **CITY**'s agents or employees in making inspection of the premises, procuring sworn statements and waivers of liens, approving contracts and subcontracts and approving plans and specifications, will be taken by **CITY** and its agents or employees for its own protection only, and neither **CITY** nor its agents or employees shall be deemed to have assumed any responsibility to **OWNER** or any contractor or any other person or entity with respect to any such action herein authorized or taken by them or with respect to the proper construction and equipping of the Project, performance of this Agreement by **OWNER** or prevention of claims for mechanics or materialmen's liens.

To the fullest extent permitted by law, **OWNER** hereby agrees to protect, indemnify, defend and hold harmless **CITY** and its agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by the **CITY**, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim, or damage is caused solely by any act, omission or willful negligence of the **CITY**, its agents and employees.

Section 21. PUBLIC RECORDS. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF COA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**

Section 22. Notice: Notices to be given by **OWNER** or **CITY** to **COA** shall be considered given for the purpose of this Agreement if mailed by regular mail to **COA**.

Section 23. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

A. **GOVERNING LAWS AND REGULATIONS.** The following laws and this Project: regulations apply to

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA).
- 24CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures (HUD).
- Lead Based Paint Poisoning and Prevention Act (42 U.S.C. 4822).
- Title X Lead-Based Paint Hazard Reduction Act of 1992.

B. **APPLICABILITY** - Renovations in pre-1978 housing must be compliant with the laws and regulations described in this Section.

C. **LEAD BASED PAINT PROHIBITED** - Neither **COA** nor its subcontractors shall use or permit the use of lead-based paint in any home.

D. **PROCEDURES** - Notification, evaluation, reduction and on-going maintenance procedures shall be in accordance with the regulations. **COA** is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint

conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level *above* 1.0 percent.

E. TREATMENT - All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint.

F. DEFINITIONS

(i) "Applicable surface." All intact and non-intact interior and exterior painted surfaces of a residential structure.

(ii) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm².

Section 2. Attorney's Fees and Costs: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including fees and costs on any appeals and in any bankruptcy actions.

ESTIMATED COMPLETION DATE: December 31, 2024

THIS AGREEMENT AND ALL EXHIBITS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF KISSIMMEE, FLORIDA

BY: _____

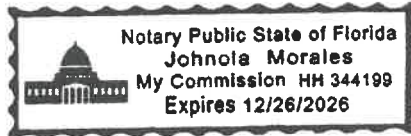
CONTRACTOR:

COUNCIL ON AGING, INC., a Florida corporation

BY: _____

The foregoing instrument was acknowledged before me this 22 day of April, 2024, by means of ☒ physical presence or ☐ online notarization, CEO as Wendy Ford for Council on Aging, Inc., who is personally known to me or has produced identification.

Notary Seal:



Notary: _____

Print Name: Johnola Morales

My Commission Expires: 12/26/26

OWNER:

BY: _____

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for **Norman Alan Fraser**, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
Scope of Work & Budget

Description	Cost
Demolition	\$30,000.00
Modular Home	\$208,000.00
Pods (Storage)	\$3000.00
Project Management	\$26,500.00
Relocation costs	\$5750.00
TOTAL	\$273,250.00
Contingency @ 10%	\$ 26,750.00
Total Contract Price	\$300,000.00

EXHIBIT "B"
Mortgage Deed

PREPARED BY AND RETURN TO:

City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

MORTGAGE DEED FOR SHIP
REHABILITATION ASSISTANCE PROGRAM
City of Kissimmee, Florida

THIS MORTGAGE DEED, is made and entered into this ____ day of _____, 2024, by **Norman Alan Fraser**, a single person hereinafter "MORTGAGOR", whose current mailing address is **1124 Lindsay Way, Kissimmee FL 34744**, in favor of **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter "MORTGAGEE", whose address is 101 Church St. Kissimmee, Florida 34741.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of **THREE HUNDRED AND ONE THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$301,500.00)** through the issuance of that certain SHIP Program Mortgage Promissory Note in said amount and of even date herewith, attached hereto as Exhibit A (the "Note"), MORTGAGOR hereby grant, bargain, sell, promise, convey and confirm unto MORTGAGEE all of MORTGAGOR'S interest in that certain parcel of real property, together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property located at **1124 Lindsay Way, Kissimmee FL 34744**, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

MAGNOLIA TERRACE LOT 1 & 2 PB 1 PG 310, according to the plat thereof as recorded in the Public Records of Osceola County, Florida.

Parcel Identification No: 22 25 29 1680 0001 0010

2. TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, appurtenances thereto belonging and the rents, issues, and profits thereof, unto MORTGAGEE, in fee simple.

3. MORTGAGOR COVENANTS that MORTGAGORS are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record. The MORTGAGORS hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free and clear of all encumbrances except for a valid first and second mortgage previously approved by MORTGAGEE.

AND MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of said Property in fee simple; that MORTGAGORS have good right and lawful authority to convey said land as

aforesaid; that MORTGAGORS will make such further assurances to perfect fee simple title to said land in MORTGAGEE as may reasonably be required; that MORTGAGORS hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Osceola County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGORS' granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced, which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE, for at least **THIRTY (30) YEARS** from the date hereof except as otherwise provided in the Note, and applicable statutes and regulations.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any, under the Note secured hereby, provided; however, no payments shall be due so long as the Property remains occupied by MORTGAGORS as their personal residence and the Property is not refinanced, leased, subleased, rented, transferred or conveyed to any other persons during the Affordability Period.

6. If MORTGAGORS shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled on the **THIRTY (30) YEARS** anniversary of this Mortgage.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to MORTGAGEE per the written authorization of MORTGAGEE. Said insurance policy or policies shall be held by and payable to MORTGAGEE and in the event any sum of money from such insurance policy or policies become payable, MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGORS to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. MORTGAGORS shall not execute an assumption or in any way transfer, assign or convey their obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

12. Failure by MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver

of any rights under said instruments accrued or thereafter accruing.

13. If each and every agreement, stipulation, condition and covenant of either this Mortgage or the Note are not fully performed, complied with and abided by, then the outstanding, unforgiven principal balance of the Note shall forthwith or thereafter, at the option of MORTGAGEE, become due and payable. If MORTGAGORS fail to pay the sums then due, MORTGAGEE may seek all remedies allowed by law and equity to collect the full amount of the Mortgage Note, including but not limited to initiating foreclosure proceedings, obtaining a deficiency judgment against MORTGAGORS, and sale of the property.

14. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. MORTGAGEE requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at MORTGAGEES' address set forth on page one of this instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the MORTGAGORS provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the MORTGAGORS at the Property Address, and (b) any notice to the

MORTGAGEE shall be given by certified or registered mail, postage prepaid, sent to the CITY of Kissimmee; **ATTN: CITY Attorney's Office**; 101 Church Street; Kissimmee, Florida 34741-5054, or to such other address as may hereafter be designated by written notice from the MORTGAGEE to the MORTGAGOR.

15. In the event a senior mortgagee or other senior lienholder, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any lien, security interest or other provision in this instrument or the Note shall no longer be of any force or effect and such persons shall take title free and clear of all such liens.

16. Whenever used, the terms MORTGAGORS and MORTGAGEE shall include all Parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage, if more than one exists.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Witnesses:

Mortgagor:

Signature

Norman Alan Fraser

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for **Norman Alan Fraser**, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

(End of Mortgage - Deferred Payment Promissory Note Attached as Exhibit "C")

EXHIBIT "C"

PREPARED BY AND RETURN TO:

City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

**DEFERRED PAYMENT PROMISSORY NOTE FOR
SHIP REHABILITATION ASSISTANCE PROGRAM
CITY OF KISSIMMEE, FL**

PRINCIPAL AMOUNT: **THREE HUNDRED AND ONE THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$301,500.00)**

DATED DATE: _____

MATURITY DATE: _____

MAKERS: Norman Alan Fraser
1124 Lindsay Way
Kissimmee, Florida 34744

HOLDER: **CITY OF KISSIMMEE, FLORIDA**
101 Church St.
Kissimmee, Florida 34741

1. FOR VALUE RECEIVED, MAKERS promise to pay to the order of HOLDER the sum of **THREE HUNDRED AND ONE THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$301,500.00)** on _____ 2024, in lawful money of the United States, at 101 Church Street, Kissimmee, Florida 34741, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the address of which is **1124 Lindsay Way, Kissimmee FL 34744, Florida 34744**, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

MAGNOLIA TERRACE LOT 1 & 2 PB 1 PG 310, according to the Public Records of Osceola County, Florida.

Parcel Identification No: 22 25 29 1680 0001 0010

3. If MAKERS fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, for a period of **THIRTY (30) YEARS**, then this Note and the Mortgage security interest with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled according to the terms and conditions

contained herein.

4. If MAKERS fail to use the Property in the manner as required by this instrument and the attached Mortgage or shall be in default for any of the reasons set forth below or in default of any covenant of the Mortgage Deed, then all outstanding sums due under this Note. Payment in full shall be made within TEN (10) days of the declaration of default.

5. Beginning with year 6, the balance on the loan will be prorated with a deduction of four percent (20%) per year;

6. MAKERS shall use the proceeds of this Note only for the purpose of rehabilitation of the Property in the manner as represented to HOLDER.

7. An event of default shall also include the following:

(a) Failure of MAKERS to use the Note proceeds for rehabilitation of the Property.

(b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed or transferred or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date or the expiration of the **THIRTY (30) YEARS** Affordability Period, as defined in the Mortgage Deed.

(c) Leasing or renting any part of the property within **THIRTY (30) YEARS** of the date of execution of this Note and the Mortgage securing it.

(d) Refinancing the property without prior consent from the **CITY**.

(e) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.

(f) Failure to pay applicable property taxes on the Property and improvements.

(g) Failure to maintain adequate hazard insurance on the Property and improvements.

(h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(i) Failure to comply with the terms of the any other mortgage on the Property.

8. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by MAKER.

9. MAKERS waive presentment, demand, protest and notice of maturity, non-payment and all other requirements necessary to hold it liable as a MAKER and endorser.

10. MAKERS agree to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not. The parties agree to waive any right to trial by jury arising under this NOTE and further agree that the law to be applied in interpretation shall be the law of the State of Florida. Any action shall be heard in the appropriate court of Osceola County.

11. Upon default in payment of the principal when due or any other default under the terms of the

Mortgage Deed and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

[The balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, MAKER has signed and sealed this document on the day and year first written above.

Witnesses:

Mortgagor:

Signature

Norman Alan Fraser

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for **Norman Alan Fraser**, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

(End of Deferred Payment Promissory Note)

**EXHIBIT D
REQUEST FOR PAYMENT**

CONTRACTOR PAYMENT REQUEST # _____

Property Address: _____

Contractor: _____
Address: _____ City: _____

Agreement Amount: \$ _____ This Payment: \$ _____

Payment: ☐ Partial ☐ Final

Contractor:

I hereby request an inspection to receive payment in the amount above. I certify that I have satisfactorily completed the necessary work to justify this request and all bills incurred for labor used and material furnished in making said repairs and improvements have been paid in full to this date. See attached cost breakdown.

Contractor's Signature

Date

Property Owner:

I/We hereby agree that the work stated by the Contractor has been completed and approve payment to the Contractor in accordance with the Contract and contingent upon inspection and concurrence by the Construction Advisor. It is understood that the actual amount disbursed will be based on the findings of that inspection.

Owner's Signature

Date

City of Kissimmee:

I hereby certify that all work is completed as indicated on the Contractor's payment request and hereby approve the payment to the Contractor in the amount of \$ _____

Frances De Jesus
Housing and Community Development Manager
(407) 518-2156
frances.dejesus@kissimmee.gov

Date

EXHIBIT E
CHANGE ORDER # _____

OWNER NAME	
PROPERTY ADDRESS	
CONTRACTOR NAME	

The Contract for Rehabilitation Work entered into on _____, 2024 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ _____ for a new total of \$ _____.

The work completion deadline is _____. The deadline is: ☐ extended to ____ ☐ not extended

Contractor Signature	Date	Owner Signature	Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

 Frances De Jesús Date
 Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

 Frances De Jesús Date
 Housing & Community Development Manager

ITEM 7.G

Purchase of Solid Waste Garbage Trucks

Request

Approval for the purchase of two (2) garbage trucks in the amount of \$897,354 from Florida Kenworth LLC.

Explanation

The Solid Waste Division is seeking approval to purchase two (2) garbage trucks via Florida Sheriff's Cooperative Purchasing Program from Florida Kenworth LLC to replace SA106 and SA107 per vehicle replacement schedule. There is \$898,000 in Project #SA2400 in the budget to cover the purchase of these two (2) trucks.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
41145716-506495	SA2400	Decrease	\$898,000	\$897,354

Financial Summary:

There is \$898,000 in Project #SA2400 in the budget to cover the purchase of these two (2) trucks.

Recommendation

Approval to purchase two (2) garbage trucks in the amount of \$897,354.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. 2025 ACX64 NewWay ASL

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 82, Autocar, ACX64, ACX64

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$197,815.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$210,974.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$196,415.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$210,974.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$194,915.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$209,974.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$194,215.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$209,974.00	Build	Options



Solid Waste Division
2201 Mabbette St
Kissimme, FL. 34741
Prepared for: **Jody L. Kirkendall**

AUTOCAR ACX 60K GVW Truck

Item: 82, Autocar, ACX64, ACX64

The image shows the Florida Sheriffs Association (FSA) logo on the left, which is a circular emblem with a green border. Inside the circle, the words "FLORIDA SHERIFFS ASSOCIATION" are written in green, and "COOPERATIVE PURCHASING PROGRAM" is written in white on a green banner. Below the banner is a gold star with a blue center. To the right of the logo, the text "FSA AWARDED CONTRACT" is displayed in large, bold, green capital letters. Below this, a horizontal line separates the text from the contact information: "flsheriffs.org | 850-877-2165" and "cpp@flsheriffs.org".



AUTOCAR ACX 60K GVW Truck FSA23-VEH21.0 OPTIONS

Pricing Discounts Range from 3% - 10% Below MSRP			
Code	Options	FSA PRICE	Discount or Markup
ENGINES UPGRADES & OPTIONS			
1012300	Cummins X12, 350 HP / 2000RPM/ 1350 LB-FT	\$ 13,895	-6.0%
1012201	Cummins CNG Engine L9N 320 HP 1000ft/lb	\$ 13,147	-6.0%
1012402	Cummins CNG Engine ISX12N 350 HP 1350FT-LB	\$ 27,727	-7.0%
1310001	Jacobs Engine Brake - L9	\$ 2,248	-3.0%
1310002	Jacobs Engine Brake - X12	\$ 2,444	-3.0%
2082004	Variable Speed Engine Fan RCV250 for X12	\$ 1,265	-3.0%
1222001	Front Engine PTO Adapter	\$ 577	-3.0%
4682000	Oil Pan Guard	\$ 177	-3.0%
8020005	Alternator: Delco 28SI 180amp Pad Mounted	\$ 49	-3.0%
8020006	Alternator: Delco 28SI 200 amp Pad Mounted	\$ 186	-3.0%
2310005	Muffler Shield W/Exhaust Blanket (For CNG Engines)	\$ 415	-3.0%
115A201	Stainless Full Engine / Exhaust Aftertreatment Shielding	\$ 978	-3.0%
8140003	Battery disconnect switches 2 w/ Lockout & Jumper Studs	\$ 215	-3.0%
TRANSMISSION OPTIONS			
2700022	Allison 3000RDS 6 spd With PTO Provision (engine power must be reduced as well)	\$ 0	0.0%
2700024	Allison 3500RDS 6 spd W/ PTO Provision (engine power must be reduced as well)	\$ 0	0.0%
27A0001	Allison Transmission Output Retarder	\$ 8,306	-5.0%
GVW & MODEL UPGRADE PACKAGES			
5000002	ACX- Cab with right hand steer	\$ 479	-3.0%
5000003	ACX- Cab with Dual Steering	\$ 4,614	-3.0%
5000004	ACX- Cabwith Dual Drive & Right Stand Up	\$ 8,330	-5.0%
50K ACX42 PKG	ACX42 S. Axle 50K GVW Inc: 20K FA, 30K RA, Susp, Double Frame, Frt Tires, AccomPkg	\$ 4,788	-5.0%
66K GVW PKG	Inc: 20K FA, 46K RA, Susp, DBL Frame, ONLY Steering Tires, Body Accom Pkg	\$ 13,976	-6.0%
CUMMINS CLEAN FUEL CNG PACKAGES & TANK OPTIONS			
CNGTNKS 120DGE	CNG Tanks 120 DGE Dual 60 Rail Mounted HD Fill & Integrated Fuel MgmtModule	\$ 54,493	5.0%
CNGTNKS 80DGE	CNG Tanks 80 DGE Back Of Cab W/ Stand Alone Fuel Mgmt Module	\$ 45,697	5.0%
CNGTNKS 135DGE	CNG Tanks 135 DGE Back Of Cab W/ NGV1/HD Fill & Integrated Fuel Mgmt Module	\$ 57,740	5.0%
CNGTNKS 175DGE	CNG Tanks 175 DGE Back of Cab W/ NGV1/HD Fill & Integrated Fuel Mgmt Module	\$ 64,796	5.0%
CNGTNKS BM	CNG Tanks 65 DGE. Roof Mount Refuse System (4 Tank RM) w/ Stand Alone Fuel Mgmt Module	\$ 35,159	5.0%
4200002	Methane Detection System For Natural Gas	\$ 3,470	-3.0%



AUTOCAR ACX 60K GVW Truck
FSA23-VEH21.0 OPTIONS

Code	Pricing Discounts Range from 3% - 10% Below MSRP Option	FSA PRICE	Discount or Markup
FRAME / CHASSIS / SUSPENSION OPTIONS			
404002	Double Frame: Full steel insert	\$ 1,633	-5.0%
430033 / 431033	Dual 85 gal alum fuel tanks w/10 gal DEF Tank	\$ 785	-3.0%
BAPKG	Body Accomodation Package: Locate air/Fuel/DEF/ Batteries	\$ 2,011	-5.0%
330507	Rear Axle Meritor RT46-164EH	\$ 3,725	-5.0%
3502011	46K Rear Suspension HMXEX-460	\$ 98	-3.0%
3500014	46K Rear Suspension PAX 460 Air Ride	\$ 1,119	-3.0%
7510011/7610011	Meritor EX - 225 Air Disc Brakes Front & Rear	\$ 11,512	-6.0%
333014	Driver Controlled Wheel Locks: (2) axles	\$ 1,149	-3.0%
3T12003	Non-Steerable Lift Axle: 13,500 lb (Req 66K GVW Pkg)	\$ 8,282	-5.0%
3T12002	Steerable Lift Axle: 13,500 lb (Req 66K GVW Pkg)	\$ 8,795	-5.0%
3T12004	Steerable Lift Axle: 20,000 lb (Req 66K GVW Pkg)	\$ 10,585	-5.0%
TIRE / WHEEL OPTIONS			
9140016/9342009	Rear Tires: 315/80R22.5 Tires & 9.0" Steel Wheels	\$ 766	-3.0%
9140016/933063	Rear Tires: 12R-22.5 Tires & 9.0" Steel Wheels	\$ 766	-3.0%
905549/9142001	Front / Rear Aluminum Wheels (10)	\$ 3,458	-5.0%
CAB / SAFETY OPTIONS			
5140001	Cab Guard	\$ 357	-3.0%
661002	Cab Tilt / Air Assist	\$ 279	-3.0%
0602002	Dual Air Conditioning	\$ 5,123	-5.0%
5210001	Air Ride Passenger Seat	\$ 415	-3.0%
6220018	Dual Remote Power Mirrors Black, Heated, W / Marker Light	\$ 606	-3.0%
5120001	Dual Power Windows	\$ 733	-3.0%
7660001	Work Brake W/ Lever to Activate Service Brakes	\$ 1061	-3.0%
BUC	Back up Camera - Ecco or equal	\$ 2,680	7.0%
Brigade BUC	Brigade Back Up Camera System	\$ 2,202	7.0%
Brigade 360	Brigade Back Up Camera System with 360 System	\$ 5,326	7.0%
Brigade BackSense	Back Up Camera System with BackSense Radar	\$ 2,836	7.0%
TPMS	Dealer Installed TPMS System	\$ 1,626	8.0%
AWLED	(6) Amber LED Strobe Lights 4 Corner & 2 Side Mount	\$ 2,272	7.0%
LED2	(2) Amber / Amber White Surface Mtd LED Strobes Per Pair	\$ 727	7.0%
AutoLube	Auto Lube For Refuse Bodies	\$ 9,451	5.0%
DAFO	Fire Suppression System	\$ 9,145	5.0%
SAFETY	Cab Fire Extinguisher & Safety Triangles	\$ 413	3.0%



**AUTOCAR ACX 60K GVW Truck
FSA23-VEH21.0 OPTIONS**

Pricing Discounts Range from 3% - 10% Below MSRP			Discount or Markup
Code	Option	FSA PRICE	
OPTIONAL BODIES (Body quotes Valid for 90 days)			
Front Loaders (Body quotes Valid for 90 days)			
EZ FEL	E-Z Pack 40 cubic yard base front loader	\$ 162,588	5.0%
HEIL FEL	Heil Front End Loader Half Pack Commercial (28 Yard)	\$ 183,949	5.0%
HEIL FEL LR	Heil Front Loader Low Rider Residential (28 yard)	\$ 233,569	5.0%
ODYSSEY	Heil Front End Loader Odyssey Residential (28 Yard)	\$ 217,593	5.0%
CUR CAN	Curotto Can Assembly	\$ 47,358	5.0%
NEWWAY FEL	NewWay Mammoth 40yd Front Loader	\$ 155,100	5.0%
AMREP FEL	AMREP Hardox Front Loader Full Pushout - AMHFLPO-21	\$ 172,738	5.0%
Automated Side Loaders (Body quotes Valid for 90 days)			
NEWAY ASL	NewWay Sidewinder 31yd Automated Side Loader	\$ 187,150	5.0%
HEIL DP ASL	Heil Automated Side Loader DP Rapidrail (28yd)	\$ 204,174	5.0%
HEIL PYT ASL	Heil Automated Side Loader DP Python (28yd)	\$ 193,723	5.0%
AMREP ASL	AMREP Hardox ASL - Full Pushout AMHASLTPO-19	\$ 171,427	5.0%
Rear Loaders (Body quotes Valid for 90 days)			
HEIL DP5000 REL	Heil DP5000 25yd REL	\$ 136,924	5.0%
HEIL Recycler REL	Heil 60/40 Split Recycler Rear Loader 25yd	\$ 248,134	5.0%
Bayne CT	Bayne (or equivalent) Cart Tipper each	\$ 8,081	7.0%
EZ G400 REL	E-Z Pack Goliath G400 25yd Rear Loader	\$ 117,489	5.0%
EZ G300 REL	E-Z Pack Goliath G300 25yd Rear Loader	\$ 108,795	5.0%
HEIL PT REL	Heil Rear Loader Tandem Axle PT Commercial	\$ 141,789	5.0%
EZ AP REL	E-Z Pack Apollo 20 Rear Loader	\$ 102,251	5.0%
NEWWAY REL	Neway King Cobra 25yd REL	\$ 118,599	5.0%
PacTECH Bandit	28yd ASL Minimum 40K LBS Rear / 16K LBS Front Axle	\$ 186,260	5.0%
PacMac RLX25	PacMac RLX25 25Yd REL	\$ 118,439	5.0%
Roll Off Hoist (Body quotes Valid for 90 days)			
GALBREATH AFOR174	Roll Off: Galbreath AF-0R-174 60k w/tarper	\$ 79,083	5.0%
GALBREATH U5OR174	U5-0R-174 60k w/tarper	\$ 75,593	5.0%
Stellar 65-174	Stellar 65-174 65,000 lb w/tarper	\$ 106,895	5.0%
GRAPPLE LOADERS & BODIES (Body quotes Valid for 90 days)			
Atlas Grapple	Petersen AL-1 Atlas Grapple w/ 40yd dump (Base Unit Upgrade Options Avail)	\$ 155,141	5.0%
TMA / SWEEPER / VAC (Body quotes Valid for 90 days)			
CUSTOM	Contact dealer for custom quotes available upon request		5.0%
Page # 3			



AUTOCAR ACX 60K GVW Truck
FSA23-VEH21.0 OPTIONS

Pricing Discounts Range from 3% - 10% Below MSRP			Discount or Markup
Code	Option	FSA PRICE	
EXTENDED WARRANTY OPTIONS			
CNG ENGINE EXTENDED WARRANTY			
899B330	Cummins Engine Warranty: L9N PP1 5yr/150k	\$ 2,720	0.0%
899B428	Cummins Engine Warranty: ISX12N 5yr/200k PP1	\$ 2,826	0.0%
DIESEL ENGINE EXTENDED WARRANTY			
899B419/899K330	Cummins Engine Warranty: L9 PP1 5yr/150k With aftertreatment	\$ 3,060	0.0%
899B400 /899K326	Cummins Engine Warranty X12 - 5 Year/200,000 mi With aftertreatment no travel/tow	\$ 2,101	0.0%
ALLISON TRANSMISSION EXTENDED WARRANTY			
899A203	Allison Warranty - 5yr/unlimited	\$ 1,621	0.0%
Discount Options / Chassis Only			
Discount %	5% Discount off current MSRP for non-specified Options including fees	0.00	
05UNP	Unpublished Bodies / Non Factory Options = Cost + 7% including fees	0.00	
2024 CUMMINS	For 2024 CUMMINS Engine Pricing, please see dealer for quoting		
Chassis Only	Chassis Only Purchase / Non Dealer Provided Body Upfit - Chassis includes delivery to one destination within the Continental US, which is to be specified in writing on the Purchase Order by purchasing municipality. Municipality assumes ownership & responsibility for the Chassis upon that delivery. Chassis must be Paid for within 30 Days of delivery to the designated destination. Further Delivery / Freight and Upfit costs are responsibility of municipality. Dealer will make efforts to coordinate truck configuration with chosen upfitter however Florida Kenworth, LLC. assumes no responsibility for chassis and Upfit Compatibility.	0.00	
TAG - REGISTRATION			
TEMP TAG	Temorary Tag - FLORIDA ONLY	0.00	
TRANSFER	Transfer tag - FLORIDA ONLY	0.00	
NEWTAG	New tag: state / city / county - FLORIDA ONLY	0.00	

Page #4

Driven to Deliver

ACX64 Class 8 Model Year 2025

Autocar Sales Managers
NA

Prepared By : Ross O'Malley
romalley@autocartruck.com

Prepared For : JODY KIRKENDALL
CITY OF KISSIMMEE FL

Friday, March 8, 2024 11:16:24 AM EST

03/8/2024

Chassis Specification

			Description	Front Weight	Rear Weight
AUTOCAR TRUCKS					
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0	0
S	0040002	MODELS	ACX64	10,431	6,154
O	5000002	CAB SHELL	SINGLE RIGHT HAND DRIVE CAB	0	0
O	100U001	CUSTOMER TYPE	MUNICIPAL	0	0
VEHICLE ADAPTATION					
S	114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION	0	0
O	C03500	TERRITORY	EPA	0	0
SOLUTION					
O	C04012	BODY COMPANY	NEW WAY	0	0
O	C02004	BODY TYPE	AUTOMATED SIDE LOADER	0	0
S	C070001	FUEL SYSTEM TYPE	DIESEL	0	0
O	C003017	TRUCK TYPE (WRENCH CODE)	ASL, NEW WAY SIDEWINDER, WB219, NO AUX AXLE, DIESEL	0	0
O	C06706	BODY STYLE	NEW WAY SIDEWINDER	0	0
O	C05031	TOTAL BODY CAPACITY - BODY/HOPPER	31 YARD	0	0
S	C090003	AXLE QUANTITY	3 AXLE	0	0
S	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0	0
O	C01003	APPLICATION	REFUSE - LANDFILL	0	0
O	C11006	BODY COMPANY SERVICE OPTION	CONTAINER DUMP	0	0
O	D010200	FRONT GAWR	20000 LBS	0	0
O	D020460	REAR GAWR	46000 LBS	0	0
O	D100660	GVWR	66000 LBS	0	0
ENGINE					
S	1012102	ENGINE ASSY	L9, 360HP / 2200RPM / 1150 LB- FT, CUMMINS	0	0
O	972A1000	SPECIAL EMISSION CERTIFICATION LABELS	EPA CLEAN IDLE LABEL (DIESEL)	0	0
S	9722024	CERTIFICATION-EMISSIONS	MY2024 ENGINE	0	0
S	972B001	ZEV PENALTY	NO PENALTY	0	0

S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0
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ENGINE EQUIP

S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
S	4382005	FILTER-FUEL, CHASSIS MOUNTED	FLEETGUARD FS20121 F/W SEPARATOR W/PROBE AND DASH LIGHT	0	0
S	1700001	FILTER-FUEL, ENGINE MOUNTED	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0
O	1760001	ENGINE OIL SAMPLING PROVISION	ENGINE OIL SAMPLING PORT	1	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
O	220052	AIR CLEANER	16" TWO STAGE	28	3
O	226002	AIR INTAKE RAIN CAP	CHROME PLATED HOOD TYPE	0	0
O	2302001	MUFFLER SYSTEM	LH VERT HORIZ DPF/SCR	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
O	2320011	EXHAUST STACKS	STAINLESS STEEL STACK W/TURN OUT	0	0
O	234001	EXHAUST RAIN CAP	SINGLE	1	0
S	115A200	TURBO HEAT SHIELD	TURBO HEAT SHIELD	0	0
S	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
O	8020005	ALTERNATOR	DELCO REMY 180 AMP, 28SI PAD MTD.	5	0
S	P020001	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN ENABLED (5 MINUTES)	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0
S	P630006	MAX VEHICLE SPEED - PTO MODE	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0

S	204B001	COOLANT HOSE HEAT SLEEVE	STANDARD HEAT SLEEVE	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0

TRANSMISSION

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6-SPEED	384	59
S	287A200	TRANSMISSION BREATHER	TRANSMISSION REMOTE BREATHER	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
O	2900004	TRANSMISSION OIL FILL/CHECK	TRANS FLUID WITH DIPSTICK AND THREADED OIL SAMPLE PORT	1	0
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND	5	10
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

FRONT AXLE

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY	-90	5
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0
S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE	29	0

S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
S	755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS - FRONT BRAKES	0	0
S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0
O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331538	REAR DRIVE AXLE RATIO	5.38	0	0
O	333014	REAR DRIVE AXLE ANTI-SPIN DEVICES	FOUR WHEEL LOCK	0	63
O	3502011	REAR SUSPENSION	HENDRICKSON HMX-EX-460 SUSPENSION @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
O	359001	SHOCK ABSORBERS-REAR	4 SHOCK ABSORBERS HENDRICKSON SUSPENSION	0	31
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42
S	764013	BRAKE SLACK ADJUSTERS -REAR AXLE	MERITOR AUTOMATIC,TANDEM AXLE	0	0
S	765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES	0	0
S	781012	BRAKE CHAMBERS-PARKING, TYPE/VENDOR	CAM TYPE MGM STOPGARD (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0

BRAKES

O	729003	AIR LINES-PARKING BRAKE, CHASSIS	WORK BRAKE; YELLOW VALVE ACTIVATED	5	5
O	7412006	BRAKE CONTROL SYSTEM	WABCO ABS 6S6M W/PLC AND ATC MOUNTED IN CAB	0	0

CHASSIS

O	400219	WHEELBASE	219 INCHES	17	20
O	4020545	FRAME-REAR OVERHANG	54.5"	0	0

S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
O	404002	FRAME REINFORCEMENT INNER	.25" LINER, STANDARD LENGTH	150	0
S	406001	FRAME-REAR CUT-OFF	STRAIGHT	0	0
S	4070004	FRAME-FRONT EXTENSION	ACX STANDARD FRONT END	0	0
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM ORIENTATION B	0	0
S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
O	460002	BUMPER-FRONT	CHROMED STEEL	0	0
O	4680010	GUARD-OIL PAN	ENGINE OIL PAN GUARD - ALUMINUM	49	-6
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
S	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
O	430042	FUEL TANK-LEFT	75 GAL 26" DIA POLISHED ALUMINUM	0	0
O	4470004	LH FUEL TANK SPACERS	LH FUEL TANK SPACED 2", DROPPED 4"	7	5
O	432007	FUEL TANK STRAP/ SUPPORT LEFT	STAINLESS STEEL, LH	0	0
O	4280003	DRILLING FUEL TK SUPT- LEFT	FUEL TANK LHS LOCATION - SPEC DRIVEN	0	0
S	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0
O	8120007	BATTERY BOX	STEEL BOX W/ ALUM LID, 3 BATTERY, LHS	-10	0
O	8160013	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 0" ON SPACERS WITH SPACERS DROPPED ADDITIONAL 2"	0	0
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
O	8140003	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT & EMERGENCY JUMPER STUDS	5	2
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN	0	0
S	7152000	WET TANK DRAIN	WABCO DV-2 AUTOMATIC	0	0
O	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2
S	7130001	AIR DRYER	WABCO 1800P W/HEAT	0	0
O	7100008	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0	0
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0

CAB EXTERIOR

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	502001	CAB DOORS	STEEL	0	0
O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0
S	622C201	MIRROR PANE QUANTITY	SINGLE PANE MIRROR	0	0
O	6220019	MIRRORS-DUAL WEST COAST	MIRROR, CHROME, HTD, REMOTE, W / LWR HTD CONVEX	0	0
O	6230007	MIRRORS-AUXILIARY HIGH MOUNT	HIGH MOUNT 8" CONVEX, CHROME	0	0
O	630014	HORN-AIR	CHROME RECT WIDE SPACED W/COVER, DUAL	8	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
O	661002	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT WITH AIR ASSIST	20	0
O	6720004	GRILLE	CHROMED AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0
O	693002	UNDERCOAT	CAB CORROSION INHIBITOR	0	0

CAB INTERIOR

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
S	3810002	STEERING COLUMN	TILT AND TELESCOPIC STEERING COLUMN	0	0
O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5212002	SEAT-PASSENGER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5222001	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH	0	0
O	5232001	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
O	5380001	CARPET & MAT	DIAMOND PLATE FLOORING - BOTH SIDES	8	4
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0
S	547001	INSULATION-CAB THERMAL	THERMAL INSULATION KIT FOR CAB	0	0
S	5942001	CIGAR LIGHTER	ONE (1) POWER PORT AND ONE (1) USB POWER PORT	0	0

O	8750001	ADDITIONAL ELEC. SWITCHES	2 DASH SWITCHES, WIRED TO POWER	1	0
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CAB CLIMATE CONTROL

S	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0	0
S	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

GAUGES & INSTRUMENTATION

S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - V1	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURLMETER INCLUDED IN ON BOARD DISPLAY	0	0
O	1390001	GAUGE-ENGINE OIL TEMPERATURE	ELECTRONIC ENGINE OIL TEMPERATURE	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	1	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0

LIGHTING

S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
S	8410002	LAMPS-TURN SIGNAL - FRONT	LED FRONT TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
O	8520001	LAMPS-PARKING	CORNER MARKER LAMP WIRED TO BATTERY SHUT OFF	1	0
O	853002	SWITCH-MARKER INTERRUPTER	INTERRUPTER SWITCH FOR CAB/BODY LAMPS	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

RADIO/MISC

S	509001	KEY & LOCK SETS- IGN/DOORS	DOOR & IGNITION SAME - UNIQUE PER TRUCK	0	0
S	509Q2000	KEY QTY.	0 ADDITIONAL KEYS PER TRUCK (2 TOTAL)	0	0
O	5902002	RADIO	AM/FM/USB/MP3/WB/BT	0	0

O	59A0002	RADIO MOUNTING LOCATION	RADIO MOUNTED IN RHS HEADLINER	0	0
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
O	9620001	FIRE EXTINGUISHER	DUAL 5LB ABC EXTINGUISHERS, ONE UNDER EACH SEAT	5	0

FRONT TIRES / WHEELENDS

S	9312009	TIRE MANUFACTURER & TREAD - FRONT	BRIDGESTONE M870	0	0
S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0
O	9052003	WHEELS-DISC FRONT	22.5X9.0" ALUMINUM, 3.12" INSET, ACCURIDE	0	0
O	924001	WHEEL POLISHING & BRIGHTWORK-FRONT AXLE	POLISHING FOR ALUMINUM DISC WHEELS	0	0

REAR TIRES / WHEELENDS

O	9340028	TIRE MANUFACTURER & TREAD - REAR	BRIDGESTONE R250ED	0	0
S	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0
O	9142005	WHEELS-DISC REAR	22.5X8.25" ALUMINUM, 5.7" INSET, ACCURIDE	0	0
O	925002	WHEEL POLISHING & BRIGHTWORK-REAR AXLE	POLISHING-OUTER ALUM.DISC WHEELS TANDEM	0	0

PAINT

S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
O	9550003	CAB PAINT TYPE	CAB FIRST COLOR, METALLIC	0	0
A	9801000	CAB COLOR-FIRST	Approved -- DPBC-869162EW - -- Brown 869162EW Imron Elite Base Clear	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0
S	987949	BUMPER COLOR	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0

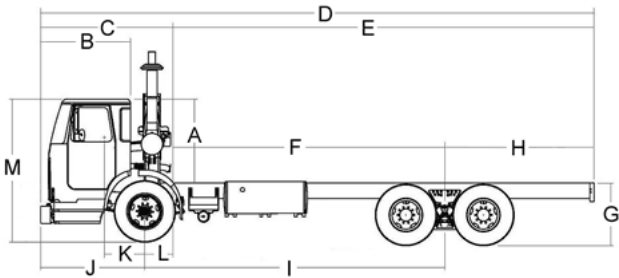
ADDITIONAL OPTIONS

S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
O	899A203	TRANSMISSION WARRANTY	ALLISON 5YR. EXT WARRANTY	0	0

O	899B419	ENGINE WARRANTY	2024 L9_EPA_PD1_5 Years / 150,000 Miles_PP1_Matrix: 232160	0	0
O	899K330	EXHAUST AFTERTREATMENT EXTENDED WARRANTIES	2024 L9_EPA_AT3_5 Years / 150,000 Miles_Matrix: 234546	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0
OTHERS					
S	9722024	CERTIFICATION- EMISSIONS	MY2024 ENGINE	0	0
SUB TOTALS					
			BASE WEIGHT	10,431	6,154
			FACTORY OPTION WEIGHT	652	648
			DISTRIBUTOR OPTION WEIGHT	0	0
TOTALS					
			TOTAL WEIGHT (LB)	11,083	6,802
					17,885

01/17/2024

Dimensions



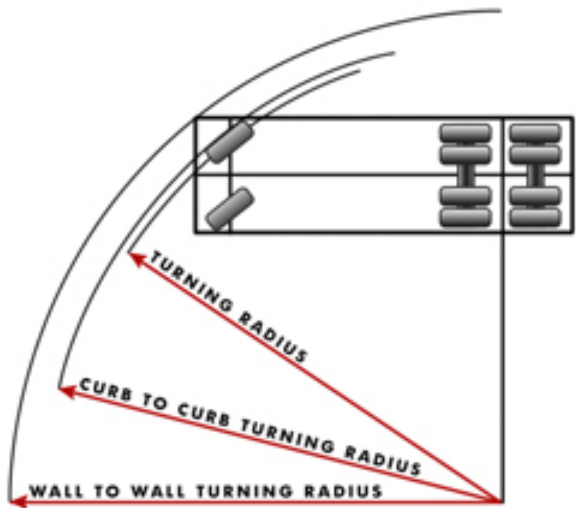
	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	344.50	OVERALL LENGTH
E	249.50	EFFECTIVE CAB TO END OF FRAME
F	195.00	EFFECTIVE CAB TO REAR AXLE
G	0.00	UNLADEN FRAME HEIGHT
H	54.50	OVERHANG
I	219.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	0.00	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9, 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

01/17/2024

Turning Radius



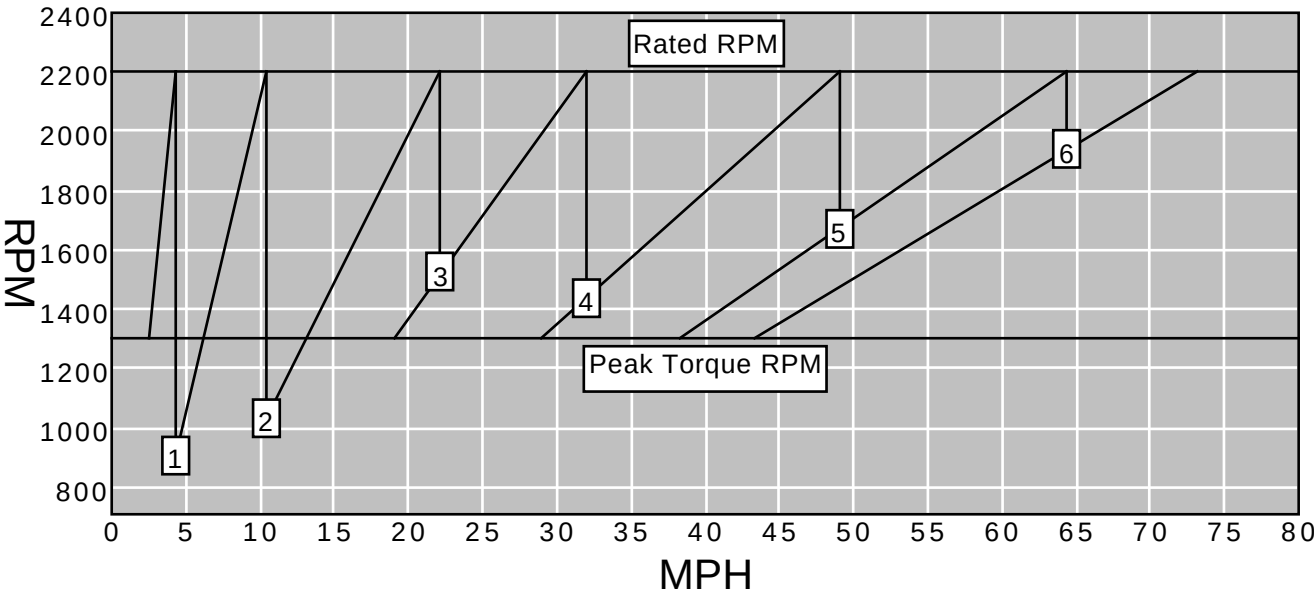
	Dimension(ft)	Description
A	36.88	TURNING RADIUS
B	75.90	CURB TO CURB TURNING DIAMETER
C	82.03	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	L9, 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
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01/17/2024

Shift Chart



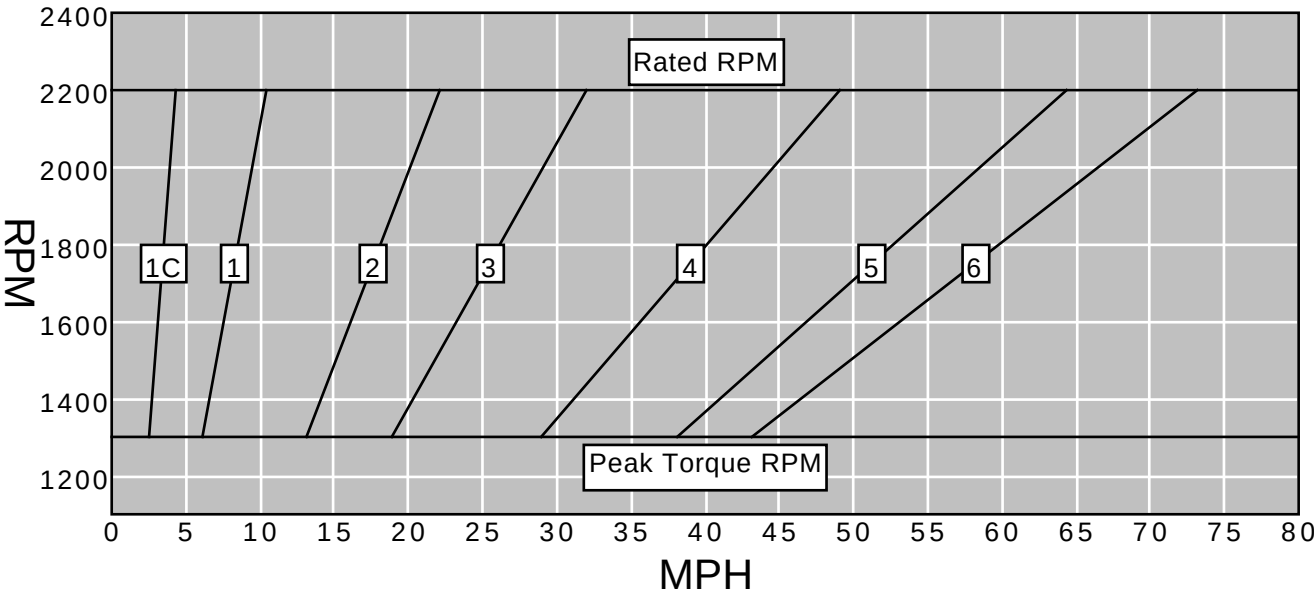
Gear	Trans. Ration	Rear Axle Ration	Overall Reduction	% Split	MPH	RPM After Shift
1C	11.37	5.38	61.2	0.0	4.3	0
1	4.70	5.38	25.3	141.9	10.4	909
2	2.21	5.38	11.9	112.7	22.2	1,034
3	1.53	5.38	8.2	44.4	32.0	1,523
4	1.00	5.38	5.4	53.0	49.0	1,437
5	0.76	5.38	4.1	31.6	64.4	1,672
6	0.67	5.38	3.6	13.4	73.1	1,939

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9, 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Rated Power	359 HP @ 2200 RPM
Peak Torque	1150 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	501

01/17/2024

Operating Range



	Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
	1C	11.37	5.38	2.5	4.3
	1	4.70	5.38	6.2	10.4
	2	2.21	5.38	13.1	22.2
	3	1.53	5.38	18.9	32.0
	4	1.00	5.38	28.9	49.0
	5	0.76	5.38	38.1	64.4
	6	0.67	5.38	43.2	73.1

SPECIFICATION SUMMARY

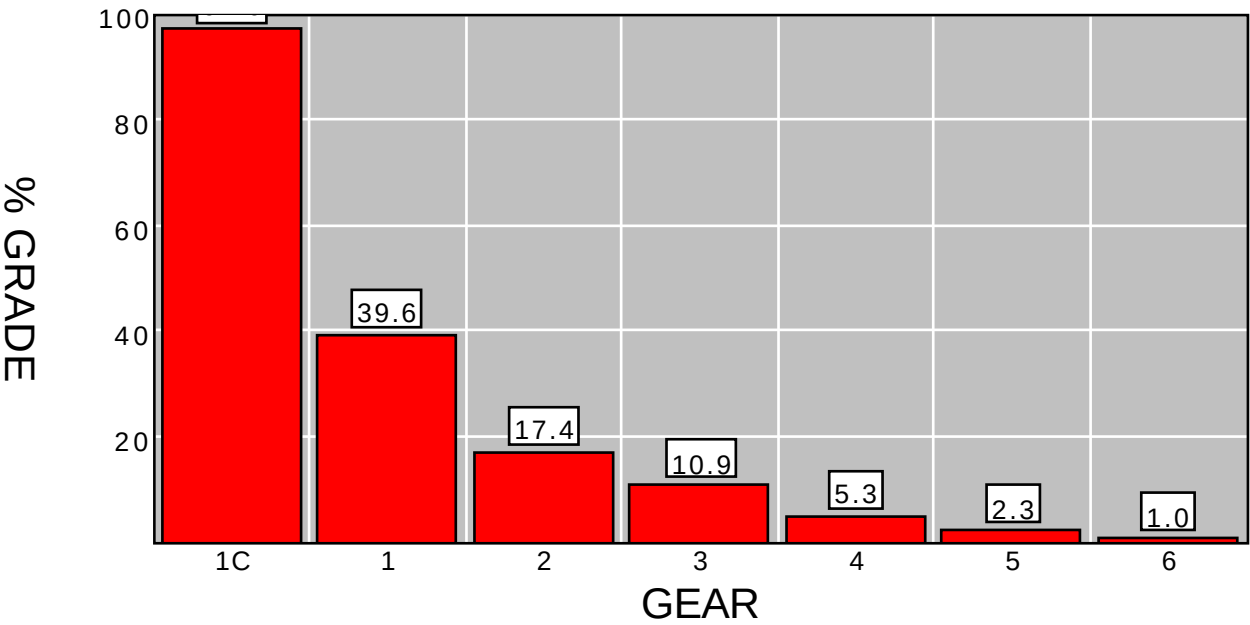
Model	ACX64 Class 8
Engine	L9, 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Rated Power	359 HP @ 2200 RPM
Peak Torque	1150 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	501

Prepared By Ross O'Malley
Quote Id : KISSIMMEE 2025 ACX L9 DSL NEW WAY
ASL
Quote Number : Q0049714
Model : 2025 - ACX64 Class 8

Prepared For Jody Kirkendall
City of Kissimmee FL

01/17/2024

Gradeability



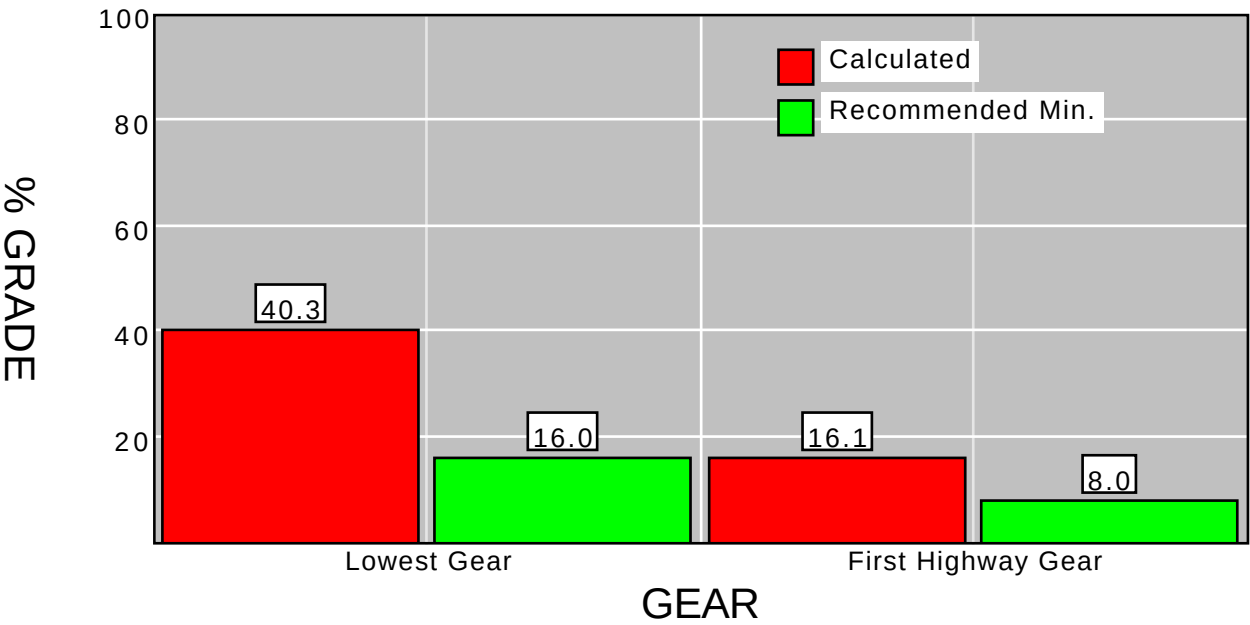
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	11.37	5.38	61.2	1,150.0	286.8	2.5	97.6
1	4.70	5.38	25.3	1,150.0	286.8	6.2	39.6
2	2.21	5.38	11.9	1,150.0	286.8	13.1	17.4
3	1.53	5.38	8.2	1,150.0	286.8	18.9	10.9
4	1.00	5.38	5.4	1,150.0	286.8	28.9	5.3
5	0.76	5.38	4.1	1,150.0	286.8	38.1	2.3
6	0.67	5.38	3.6	1,150.0	286.8	43.2	1.0

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9, 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Peak Torque	1150 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	501
GVW/GCV	0
Surface	Concrete

01/17/2024

Startability



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	40.3
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
		0.0	n/a
First Highway Gear	All Applications	8.0	16.1

"SPECIFICATION SUMMARY"

Model	ACX64 Class 8
Engine	L9, 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Clutch Torque	549 LB-FT 700 RPM
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Radius	19.3
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

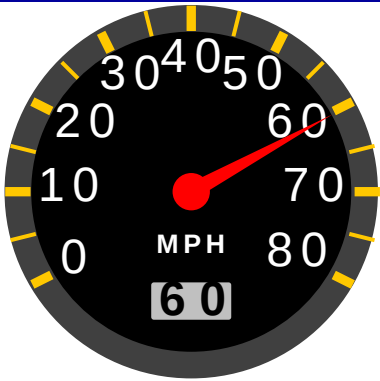
01/17/2024

Top Speed

Speed At Maximum RPM



RPM At 60MPH



	MPH	RPM
Top Speed	73.1	2,200
Cruise Speed	60.0	1,805
Minimum Of Engine Range	23.3	700
Maximum Of Engine Range	73.1	2,200
Minimum Of Economy Range	23.3	700
Maximum Of Economy Range	73.1	2,200

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9, 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	501

01/17/2024

GAWR, GVWR & Tire Pressure

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	20,400#	Rear Wheels	59,200#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	48,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	130.0	Rear PSI	105.0

Southern Sewer Equipment Sales

800-782-4134



SouthernSewer.com



772-595-6940

Mr. Joe Sanchez
Orlando Florida Kenworth
1800 N. Orange Blossom Trail
Orlando, FL 32804
Email: joe.sanchez@csctruck.com

January 12, 2024

Dear Joe:

Southern Sewer Equipment Sales appreciates the opportunity to provide the City of Kissimmee with a quote for a New Way Sidewinder 31-yard refuse body to be mounted on your suitable chassis. Please review the attached equipment list.

**Total Price for a New Way Sidewinder Refuse Body
with City of Kissimmee Option Package:**

\$202,765*

****Pricing based on current market conditions and chassis arrival before September 30, 2024. Does not include unforeseen changes due to volatile market fluctuations and/or material surcharges. These prices do not include any contract fees. Quote is valid for 30 days.***

Minimum Chassis Requirements:

Clear/Usable 194" CT

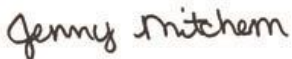
72" After Frame

64,000 lb. GVWR, ***Tires must meet Florida DOT GVWR requirements***

Automatic Transmission

Please feel free to contact Bill Stinson at (772) 216-2173, if you have any questions.

Sincerely,



Jenny Mitchem
Office Manager

Doral



Fort Pierce



Orlando

EQUIPMENT LIST
City of Kissimmee
January 12, 2024

New Way Sidewinder

31 Cubic Yard Body Capacity
Pack On The Go
Multi Cycle Packer
Front Mount, Tandem Vane Pump
Twin 14.5" x 7" Clean Out Doors
Chrome Cylinder Rods with Scrapers
Side-Access Door to Hopper
Nitro Carbonite Single Hoist Cylinder
Sight Gauge on Reservoir Tank
High Grade Hydraulic Fluid
Quick Disconnect Port for Pressure Gauge
Reinforced, Frame Mounted Arm – 1,000 lb. Lift Capacity
In-Line Heavy Duty Grippers
Sealed Roller Bearings on Packer Follower Panels
Hydraulic Hopper Cover
Hopper Access Ladder
Ergonomic In-Cab Control Panel and Joystick
Positive Automatic Tailgate Lock
Smooth Body Sidewall Design
Acrylic Urethane Enamel Single Color Paint on Body
ARM Powder Coat New Way Safety Yellow
Rear Vision Camera System, Dual Cameras
Back Up Alarm
Body Ajar Alarm
Tailgate Ajar Alarm
Hour Meter
"Arm Stowed" Indicator
Arm Cycle Counter
Home Position Arm Lock
LED Body Lights
LED Work Lights: 1 in Hopper, 1 Curbside Toward Arm
Strobe Light Package (Mounted Upper & Lower Tailgate)
Strobe Light, Surface Mount
10 lb. Fire Extinguisher
Triangle Kit
1 Year Body, Arm & Hydraulic Warranty
2 Year Cylinder Warranty



City of Kissimmee Option Package:

Severe Refuse Package: 7 GA AR Hopper Floor & Side Liner, Forward Panel of Body Side Wall 7 GA AR450, Body Floor 7 GA AR450 32" Into Body, Chromium Overlay on Packer Guide Rails

Shovel/Broom Rack

Clear Coat for Metallic Paint

Strobe Light Package (Mounted Front Bulkhead)

Upgrade to Safety Vision Triple Camera System: Cameras at Rear, Hopper & Dash Facing Driver

Upgrade to Hot Shift PTO, Tandem Vane Pump

Arm Not Stowed Audible Alarm

Arm Controls Keypad Under Seat

Low Hydraulic Fluid Level Switch Indicator and Shutdown

Steel Tool Box 18" x 18" x 24"

ITEM 7.H

End Human Trafficking Grant Award

Request

Approval to accept the End Human Trafficking Grant from Florida Alliance to End Human Trafficking in the amount of \$5,725.00 (Grant #FLALL24) and approval to amend the budget accordingly.

Explanation

On January 31, 2024, notification was received that the Kissimmee Police Department was awarded \$5,725.00. These monies will assist Law Enforcement in enhancing efforts to combat human trafficking and protect the community.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15100334-334200		Increase	5,725.00	
15130403-505455		Increase	5,725.00	

Financial Summary:

This is a reimbursement grant. Once an expense has been paid, the organization will be billed by the City to be reimbursed.

Recommendation

Staff recommends the acceptance of the End Human Trafficking Grant from Florida Alliance to End Human Trafficking.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. 2023 Florida Alliance to End Human Trafficking Law Enforcement Grant Application
2. Kissimmee PD application
3. Acceptance with paperwork pending
4. FINAL KISSIMMEE PD - DSO GRANT AWARD AGREEMENT

City of Kissimmee

FY 2023 – 2024
Human Trafficking Grant Program - Law Enforcement Technology
Solicitation

DEADLINE TO APPLY: 5:00 PM EST on December 15, 2023

Overview

The Florida Alliance to End Human Trafficking serves as the Direct Support Organization (DSO) to the Statewide Council on Human Trafficking (Council). At the direction of the Council, the Florida Alliance to End Human Trafficking is issuing a grant solicitation to support law enforcement agency efforts in fighting human trafficking.

Purpose

Human trafficking is a complex problem impacting all communities in Florida. The purpose of this funding is to support innovative solutions within law enforcement agencies to disrupt criminal networks, bring perpetrators to justice, and support victims of human trafficking.

Technology is frequently used to facilitate human trafficking. It provides opportunities for traffickers to target potential victims, conduct illicit financial transactions, and expand their criminal networks. Despite these challenges, technology is also an important tool for those who work to fight human trafficking. Technology plays a vital role in aiding investigations, enhancing prosecutions, raising awareness, providing services to victims, and identifying how trafficking networks operate.

Program Eligibility

- Applicant entity must represent state and/or local law enforcement.
- Applicant entity must reside and operate in Florida.
- Only one application per law enforcement agency may be submitted.

Award Amounts

Grant applications may include requests for funding up to \$100,000 to support law enforcement's utilization of technology for human trafficking investigations.

Award Period

Awards will be made for a twelve-month project period between February 1, 2024, and February 1, 2025. Applicants may request technology projects that require multiple years of funding. The Florida Alliance to End Human Trafficking cannot guarantee funding will be available after the first year. If a law enforcement entity is applying for technology projects requiring additional funding after the first year, the application should contain an explanation of the need for supplemental funding in subsequent years.

Allowable and Unallowable Costs

Grant proposals should not include requests for funding for anything outside of technology equipment or software to be utilized by the local or statewide law enforcement entity completing the grant application. Examples of allowable items under this solicitation may include but are not limited to: software products and licenses, computer equipment, other technology equipment, application software modules, and add-ons (e.g., tools/report generators, underlying technology and third-party applications).

Examples of expenditures **not** permissible under the grant include, but are not limited to: personnel salaries and benefits, overtime, general operating expenses (i.e., rent, utilities, etc.), training, and travel expenses.

NOTE: The costs associated with third-party vendor travel to install and train users is allowable under this program.

Application Submission

All questions in the grant application (**Appendix A**) must be answered in full. Please submit one electronic response per law enforcement entity in **.pdf** format to Erin Collins, Erin@FloridaAllianceEndHT.com.

Public Record Exemptions

All electronic and written communications pertaining to this grant program application are subject to public review. If the applicant agency considers any portion of records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, the applicant agency must simultaneously provide the Florida Alliance to End Human Trafficking with a separate, redacted copy (in **.pdf** format) of the response and describe in writing the basis of the exemption that the applicant agency contends is applicable to the record, including the statutory citation to any exemption created or afforded by statute. A cover page that contains the applicant entity's name and the title "Redacted Copy" must accompany the redacted version of the record. If the exemption is challenged, the submitting agency may have to defend any attempts to obtain this information by an outside source.

Application Review Process

All applications will be scored using the evaluation criteria provided in **Appendix B**. The Statewide Council on Human Trafficking will be involved in final funding decisions. One member of the three-person application review team will be from the Criminal Justice Committee of the Statewide Council on Human Trafficking.

Award Timeline

November 6, 2023	Human Trafficking Grant Program Solicitation distributed to local and state law enforcement, local human trafficking task forces, and related coalitions
December 15, 2023	Grant applications due to Florida Alliance to End Human Trafficking (see above for instructions on how to apply)
December 18, 2023 – January 5, 2023	Review and evaluation of applications and submission of funding recommendations to the Board of Directors and the Statewide Council on Human Trafficking
February 1, 2024* *Contingent upon the first quarterly meeting of the Statewide Council for 2024	Final announcement of grantees and awarded amounts

APPENDIX A: GRANT APPLICATION

Please answer all questions listed below in a Word or similarly formatted document. To submit the application, save in **.pdf** format and email to Erin Collins, Erin@FloridaAllianceEndHT.com. **NOTE:** Only one application per law enforcement entity is permitted.

Cover Page

Applications should contain a cover page with the following:

- Applicant Agency Name
- Agency Address, City, County, State, and Zip
- Primary Point-of Contact (Name, Position Title, Phone, and Email)
- Secondary Point-of Contact (Name, Position Title, Phone, and Email)
- Amount Requested

Proposal Narrative

Applications should clearly identify each section below:

OBJECTIVE: Provide a brief objective statement describing the intent of the program or project to be completed. An objective statement should be narrow, action oriented, tangible, timely, and measurable.

PROBLEM IDENTIFICATION: Describe the prevalence of human trafficking in your jurisdiction. Describe in detail the role your law enforcement agency plays to address human trafficking in the community. Include any relevant and recent available data on the prevalence of human trafficking cases investigated by your agency.

CURRENT RESOURCES: Describe the technology currently utilized to address human trafficking including:

- Current product name(s).
- How it is implemented within the agency to fight human trafficking.
- How long it has been in use.
- Relevant data or case examples to date.

If your law enforcement agency is not currently using any technology to address human trafficking, please explain why.

NEEDS ASSESSMENT: Describe current challenges and obstacles that will be addressed with grant funds. If the request is for funding to support existing technology, explain why the existing funding source will not suffice moving forward.

PROJECT SCOPE: Describe the law enforcement technology to be funded. Specify whether the request is for new technology or will be used to support costs associated with existing technology within your agency. If the agency is currently utilizing technology to address human trafficking, describe how the requested technology will complement the existing technology within your agency. Include a timeline of key activities and milestones.

EXPECTED OUTCOMES: Describe the projected impact that this funding will have on human trafficking initiatives.

BUDGET: Provide a budget **including budget summary narrative** to support this funding request. If the funding request will only support part of the cost associated with the technology needs, please provide details on the other sources of funding that will be utilized. An example budget is provided below.

Item Name	Narrative and Calculations	Amount Requested
Laptops	Laptops will be used by investigators while conducting human trafficking investigations in the field. (6) laptops at \$1,000 each	\$6,000.00
Adobe Software License	Licenses will be used to create and complete fillable report forms. (10) licenses at \$200 each	\$2,000.00
Database Programmer (Contract)	The database programmer (contract) will develop a module to consolidate field reporting information and statistics. 200 hours at \$100/hour	\$20,000.00
SmartCop Reporting Module	The reporting module will assist management in tracking the status of all human trafficking related cases. 1 module add-on at a flat rate	\$30,000.00
Total Request:		\$58,000.00

APPENDIX B: EVALUATION CRITERIA

Applicant: _____

Total Score

Requested Amount: _____

The reviewer will score each response independently based on the rating scale below unless otherwise noted.

For any rating under a “3”, the reviewer should provide a response in the comment box regarding the deficiencies noted.

- 0 = Fails to meet requirements; irrelevant response; not applicable to applicant
- 1 = Partially meets requirements; significantly vague
- 2 = Meets requirements; borderline relevance, demonstrates basic understanding
- 3 = Meets requirements; competent descriptions; demonstrates understanding
- 4 = Meets requirements; substantial descriptions; advance understanding
- 5 = Exceeds requirement; advanced/expert descriptions; complete understanding

Objective	Points
1. The objective statement is brief and clearly describes the intent of the program or project to be funded.	
2. The objective statement is narrow, action oriented, and measurable.	
Problem Identification	Points
3. The application contains a detailed description of the prevalence of human trafficking in the applicant’s jurisdiction.	
4. The application clearly describes the role the applicant agency plays in addressing human trafficking in the community.	
5. The application contains relevant and recent data related to human trafficking cases investigated by the applicant agency.	
Current Resources (cannot allocate points for BOTH #6 and #7)	Points
6. The application clearly describes current technological capabilities of the applicant and how the proposal will improve systems to fight human trafficking and rescue victims.	
Needs Assessment	Points
7. The application clearly describes current challenges that will be addressed with grant funds.	
8. The application includes demographic data.	
Project Scope	Points
9. The application clearly describes the technology to be funded.	
10. The application clearly identifies whether the request is for new technology or whether funds will be used to support existing technology within the applicant agency.	
11. The application includes a timeline of key activities and milestones.	
12. The application includes a mechanism for data collected to be shared with other agencies. (e.g., Florida Department of Law Enforcement)	
Expected Outcomes	Points
13. The application clearly defines the expected impact the funded technology will have on human trafficking initiatives and rescuing victims.	
14. The application describes the geographical scope of the effect of use of the funded technology.	
Merits of the Application and Proposed Project	Points
15. The application clearly supports law enforcement efforts to stop or prevent human trafficking and rescue victims.	

16. Based on the information provided in the application as a whole, the application will have meaningful effects for stopping or preventing human trafficking and rescue victims.	
Budget ("Yes" = 5 points, "No" = 0 points)	Points
17. The application provides a budget.	
18. The application budget contains a narrative for each line item listed.	
19. The application budget contains calculations explaining how the requested amount for each line item listed was derived.	
20. All budget calculations are correct and correspond to the total amount requested.	
21. All budget items listed are detailed in the Project Scope section.	
22. The application budget contains matching funds from another source.	
General ("Yes" = 5 points, "No" = 0 points)	Points
23. The application contains a cover page that details the applicant agency name, address, primary and second point-of-contact, and the amount requested.	



CITY OF KISSIMMEE POLICE DEPARTMENT

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



Human Trafficking Grant Program - Law Enforcement Technology Solicitation

Grant Application – Cover Page

Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, FL 34741

Charles Popp
Detective Sergeant
Office: (407)847-0176 ext 3204
Cell: (321)624-9481
CHARLES.POPP@kissimmee.gov

Daniel Schad
Captain
Office: (407)847-0176 ext 3220
Cell: (407)818-4536
DANIEL.SCHAD@kissimmee.gov

Amount Requested: \$5,725

Proposal Narrative:

Objective:

It is the intent of the Kissimmee Police Department to expand its ability to identify and investigate human trafficking in the community through the use of cellular phone analytics. The Department already uses several tools that allow it to analyze cellular phone numbers and identify possible users and the history of those users. Accurint's TraX product will enhance this by adding the functionality of call detail record analysis to our existing capabilities, to give a complete picture of the network of persons involved from victims to suspects.

Problem Identification:

Florida ranks as the third highest state for human trafficking cases and second for labor trafficking cases. Orlando is the 3rd ranking US City (per capita) in volume of calls to the National Human Trafficking Hotline. The City of Kissimmee is just a few miles south of Orlando. Construction work is one of the leading types of human trafficking nationwide, and Osceola County is the fastest growing county in the Orlando-Kissimmee-Sanford metropolitan area. In fact, Osceola County is the 18th fastest growing county out of 3,143 in the entire United States. These statistics indicate that there is a large prevalence of human trafficking that is occurring in the City of Kissimmee, which is largely undetected at this time.

The Kissimmee Police Department is the primary investigative agency for all crimes that occur within the City of Kissimmee. However, several recent cases of human trafficking were forwarded to the Metropolitan Bureau of Investigations due to the complexity of these cases and our Task Force liaison there. The Kissimmee Police Department needs to be better prepared to tackle these cases in-house.

The Kissimmee Police Department does not currently have any recent cases where we have investigated human trafficking.

Current Resources:

Currently, the Department utilizes several law enforcement tools/databases to investigate crimes of all types. One of those databases, LexisNexis' Accurint Virtual Crime Center is very helpful in building comprehensive profiles of individuals, providing open-source information, and even linking to other associates and relatives.

The linked associates and relatives is helpful in building the larger network, establishing the relationships. In human trafficking investigations, this is important because the victims often have regular interactions with the suspect(s), building a better chance for these relationships to be established in comprehensive reports. We have used Accurint for approximately 10 years.



Needs Assessment:

The grant funds would allow the Department to purchase an additional product on the LexisNexis platform: TraX. Detectives often write Call Detail Records (CDR) warrants for suspect's phone numbers. The CDR data returned from the cellular phone companies provides geographical locations as well as call records for the target phone. TraX quickly takes the data provided by the phone company, analyses it, and returns the data in an easy to understand map and social network. The benefit to TraX for the Kissimmee Police Department is the ability to combine the cellular communications and geographic data provided by CDR records with the comprehensive investigative data of Accurint. This would potentially allow us to identify suspects when we only have limited data from a victim.

According to the most recent census.gov data, Kissimmee is predominantly Hispanic, with 70.5% of the 80,003 residents listed as "Hispanic or Latino". From April 2020 through September 2020, there was a 70% increase in labor trafficking victims among those holding an H-2A visa. 99% of these labor trafficking victims were Hispanic.

Project Scope:

Accurint TraX empowers detectives with automated, data-enriched analysis of call detail records. This innovative solution not only saves time but also enhances efficiency by seamlessly integrating public records and law enforcement data with advanced device geolocation analysis. TraX enables rapid visualization and examination of third-party device geolocation information, leveraging identity data to pinpoint a subject's location more expediently and effectively than ever.

This would compliment existing technology: Accurint. As this is new technology for our Department, there is no existing timeline. Data collected utilizing this technology, as well as the overall strength of these cases will assist in identifying the span of a human trafficking network. When working with partner agencies to include the Florida Department of Law Enforcement and the Metropolitan Bureau of Investigations, these key investigative details can lead to better intelligence and stronger cases.

Expected Outcomes:

With the enhanced digital forensics capabilities this technology would provide the Kissimmee Police Department, it is expected that detectives will utilize CDR data more frequently in the investigation of cases. When human trafficking is suspected, this will allow detectives to better identify all the participants (victims and suspects). Quick identification of additional victims would lead to faster rescue.

The geographical scope of this technology would not be limited to the City of Kissimmee limits with the ability to share information with our partners.



Budget:

Item Name	Narrative and Calculations	Amount Requested
Accurint Traxx	1 module add-on at flat rate to existing Accurint subscription.	\$5,725.00
Total Request:		\$5,725.00



Pamela Lynch

From: Charles Popp
Sent: Monday, April 8, 2024 10:08 AM
To: Pamela Lynch
Subject: FW: Follow-up from the Florida Alliance to End Human Trafficking
Importance: High

From: Erin Collins <erin@floridaallianceendht.com>
Sent: Wednesday, January 31, 2024 1:49 PM
To: Charles Popp <CHARLES.POPP@kissimmee.gov>
Cc: Rachelle Munson (Rachelle.Munson@myfloridalegal.com) <Rachelle.Munson@myfloridalegal.com>
Subject: Follow-up from the Florida Alliance to End Human Trafficking
Importance: High

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

Good afternoon Detective Sergeant Popp,

On behalf of the Florida Alliance to End Human Trafficking Board of Directors, we are pleased to inform you the Kissimmee Police Department has been selected as a grant recipient in the amount of \$5,725.00.

We will be providing the grant contract/agreement soon for your review and signature.

The Florida Alliance is pleased to assist the Kissimmee Police Department in its efforts to combat human trafficking and protect the community. Please let me know if you have any questions.

Erin Collins, Executive Director
Florida Alliance to End Human Trafficking
1400 Village Square Blvd., Suite 3-110
Tallahassee, FL 32312
(850) 570-1492
www.FloridaAllianceEndHT.com

**AGREEMENT BETWEEN
END HUMAN TRAFFICKING, INC.,**

AND

CITY OF KISSIMMEE POLICE DEPARTMENT

THIS AGREEMENT for a grant award (**AWARD**) is entered into by and between End Human Trafficking, Inc., a Florida not-for-profit corporation that exists as a direct-support organization (hereinafter, **DSO**) pursuant to section 16.618, Florida Statutes, and the recipient of the AWARD, **CITY OF KISSIMMEE POLICE DEPARTMENT**, hereinafter referred to as **RECIPIENT**. This AGREEMENT shall bind the parties upon its execution by their representatives and shall incorporate by reference the grant application (**APPLICATION**) submitted by RECIPIENT. The parties hereto mutually agree as follows:

ARTICLE I. TIME OF PERFORMANCE

This AGREEMENT shall become effective on the date when the AGREEMENT has been signed by all parties and shall continue through June 30, 2025. No modifications can be made after the termination date, June 30, 2025, or when all funds have been used.

This AGREEMENT may be terminated by the DSO in whole or in part at any time in the best interest of the DSO. If the AGREEMENT is terminated before performance is completed, the RECIPIENT will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the AGREEMENT price as the amount of work satisfactorily performed.

ARTICLE II. AMOUNT OF GRANT AWARD

DSO shall provide the RECIPIENT with an AWARD in the amount of **\$5,725.00**. DSO shall disburse the AWARD to the RECIPIENT as described in Article IX of this AGREEMENT.

ARTICLE III. PURPOSE OF AWARD

The AWARD is granted solely for the purpose described in the RECIPIENT'S APPLICATION. This AWARD will assist with of RECIPIENT'S exploration or provision of innovative solutions through technology related to cellular phone analytics within RECIPIENT'S agency to disrupt criminal networks, bring perpetrators to justice, and support victims of human trafficking by the means stated in the RECIPIENT'S submitted APPLICATION, which is incorporated by reference. The RECIPIENT shall not use the AWARD for any other purpose. Any use of the AWARD for reasons other than the purpose stated herein regarding purchasing and operational expenses may subject the RECIPIENT to action that may include, but is not limited to, reimbursement of the AWARD.

ARTICLE IV. PURCHASES

The RECIPIENT shall be the custodian of the property purchased for the purpose of fulfilling the terms of this AGREEMENT. The RECIPIENT agrees to be responsible for the proper care, custody, and distribution of all property acquired with grant funds, and agrees not to sell,

transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of DSO's administrator. Property purchased for this cause shall consist of the following: One (1) module add-on at flat rate to the RECIPIENT'S existing Accurant subscription. The DSO shall not be responsible for any contracts, licenses, equipment, materials, data, or any maintenance thereof for property purchased by the RECIPIENT pursuant to the purpose of this AGREEMENT or for the purpose of fulfilling the terms of this AGREEMENT. Furthermore, the DSO shall not be held liable or otherwise encumbered because of any inefficiency or failure, operational, functional, or otherwise, regarding the property purchased by the RECIPIENT pursuant to the terms of this AGREEMENT.

ARTICLE V. MONITORING

The RECIPIENT will permit all persons who are duly authorized by the DSO to inspect and copy any records, papers, documents, facilities, goods, and services of the RECIPIENT that are relevant to this AGREEMENT, and to interview clients, employees, and subcontractor employees of the RECIPIENT to assure the DSO of satisfactory performance of the terms and conditions of this AGREEMENT. Following any such review, the DSO will deliver to the RECIPIENT a written report of any findings, and may direct the development, by the RECIPIENT, of a corrective action plan. This provision will not limit the DSO's termination rights.

ARTICLE VI. RECORD RETENTION

The RECIPIENT will retain sufficient documentation to substantiate claims for payment under the AGREEMENT and all other records, electronic files, papers, and documents that were made in relation to this AGREEMENT. The RECIPIENT will retain all documents related to this AGREEMENT in compliance with Florida law.

ARTICLE VII. NOTICE OF LEGAL ACTIONS

The RECIPIENT will notify DSO of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 calendar days of the action being filed. The RECIPIENT will notify the DSO of any legal actions filed against it for a breach of an agreement of similar size and scope to this AGREEMENT within 30 calendar days of the action being filed. Failure to notify the DSO of any legal action within 30 calendar days of the action will be grounds for termination of this AGREEMENT.

ARTICLE VIII. LICENSES AND PERMITS

The RECIPIENT is responsible for obtaining all necessary licenses and permits required to perform the services specified in this AGREEMENT.

ARTICLE IX. PAYMENT

Section 9.1. Payment and Deliverables.

The DSO will pay the RECIPIENT in its entirety at the time of disbursement the amount of 5725.00 as requested in the RECIPIENT'S APPLICATION, which is incorporated and attached to this AGREEMENT. The deliverable amount, the unit of service as related to the deliverable, and disbursement of the payment will occur no later than June 30, 2024. The RECIPIENT must submit a properly completed, written invoice with the anticipated or actual date of installation to the DSO's

Administrator of this AGREEMENT. Submission of the invoice will prompt the disbursement of the funds described in this AGREEMENT.

After the time of disbursement and no less than sixty (60) days prior to the termination of this AGREEMENT, the RECIPIENT must submit a written report, which must include, at a minimum, the following information:

- a. Type of Item purchased.
- b. Name of Item purchased.
- c. Status of the item's current working condition.
- d. Any other information that the RECIPIENT reasonably believes would assist the DSO in assessing the success of the RECIPIENT'S purchase and use thereof.

The DSO retains authority to request additional reporting as needed. The DSO's failure to pay, or delay in payment will not constitute a breach of the AGREEMENT and will not relieve the RECIPIENT of its obligations to the DSO.

Section 9.2. Taxes.

The DSO is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the AGREEMENT. The DSO will have no responsibility for the payment of taxes which become payable by RECIPIENT or its subcontractors in the performance of the AGREEMENT.

Section 9.3. Unobligated or Excess Funds.

Any balance of unobligated funds which has been advanced or paid must be refunded to the DSO. Any funds paid in excess of the amount to which the RECIPIENT is entitled under the terms and conditions of this AGREEMENT must be refunded to the DSO.

ARTICLE X. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law as defined in section 119.011, Florida Statutes. Refusal of the RECIPIENT to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DSO'S CUSTODIAN OF THE PUBLIC RECORDS AT 850-570-1492, END HUMAN TRAFFICKING, INC., 1400 VILLAGE SQUARE BLVD., SUITE 3-110, TALLAHASSEE, FL 32312.

RECIPIENT will protect, defend, and indemnify the DSO for all claims arising from or relating to RECIPIENT'S determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If RECIPIENT fails to submit a

redacted copy of information that it claims is Confidential, the DSO is authorized to produce the entire documents, data, or records submitted to the DSO in answer to a public records request or other lawful request for these records.

ARTICLE XI. INDEPENDENT CAPACITY OF THE RECIPIENT

The RECIPIENT is independent of the DSO and is solely liable for the performance of all tasks and deliverables contemplated by this AGREEMENT. This AGREEMENT is not assignable except with the prior written approval of the DSO. Payments under this AGREEMENT are not assignable except with the prior written approval of the DSO. In the event of such approval, the AGREEMENT terms and conditions will apply and bind the party or parties to whom the AGREEMENT is assigned as fully and completely as the RECIPIENT is hereunder bound and obligated. No assignment will operate to release the RECIPIENT from its liability for the prompt and effective performance of its obligations under this AGREEMENT.

The RECIPIENT, its officers, agents, employees, subcontractors, or assignees, in performance of this AGREEMENT, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the DSO or the state of Florida. The RECIPIENT will not represent to others that it has the authority to bind the DSO.

The RECIPIENT, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment because of its affiliation with the DSO or performance of the duties and obligations of this AGREEMENT.

The RECIPIENT will take such actions as may be necessary to ensure that each subcontractor of RECIPIENT understands that it is independent of the DSO and the state of Florida and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state of Florida.

Unless justified by the RECIPIENT and agreed to by the DSO in this AGREEMENT, the DSO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the RECIPIENT, or its subcontractor or assignee.

All deductions for Social Security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the RECIPIENT, its officers, employees, agents, subcontractors, or assignees will be the responsibility of the RECIPIENT.

ARTICLE XII. NO THIRD-PARTY RIGHTS

This AGREEMENT is for the benefit of the DSO, the RECIPIENT, and other state agencies or government entities mutually acknowledged by the parties. This AGREEMENT is not for the benefit of any third party.

ARTICLE XIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

The DSO shall not assume any liability for the acts, omissions or negligence of the RECIPIENT, its agents, servants, and employees.

The RECIPIENT is liable for and will indemnify, defend, and hold harmless the DSO and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by RECIPIENT, its agents, or employees during the performance or operation of this AGREEMENT or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

The RECIPIENT'S inability to evaluate liability or its evaluation of no liability will not excuse the RECIPIENT'S duty to defend and indemnify the DSO within seven calendar days after certified mail or courier delivery notice from the DSO. Only adjudication or judgment after highest appeal is exhausted specifically finding the RECIPIENT not liable will excuse performance of this provision. The RECIPIENT will pay all costs and fees related to this obligation and its enforcement by the DSO. The DSO's failure to notify the RECIPIENT of a claim will not release the RECIPIENT of the above duty to indemnify.

ARTICLE XIV. NONDISCRIMINATION AND COMPLIANCE

The RECIPIENT shall comply will all federal, state, and local laws and ordinances applicable to the execution and application of this AGREEMENT and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the compliance herein.

ARTICLE XV. ADMINISTRATION OF AGREEMENT

The administrator for this AGREEMENT representing the DSO is Erin Collins, Executive Director, End Human Trafficking, Inc.

The administrator for this AGREEMENT representing the RECIPIENT is Daniel Schad, Captain, City of Kissimmee Police Department. In the event the RECIPIENT changes the RECIPIENT'S Administrator, the RECIPIENT will notify the DSO's Agreement Administrator in writing. Such changes do not require a formal written amendment to this AGREEMENT.

Amendments must be mutually agreed upon and incorporated in written amendments to this AGREEMENT. Any such amendments to this AGREEMENT must be obtained from the parties' administrators or their designees.

ARTICLE XVI. GOVERNING LAW

This Agreement will be construed, performed, and enforced in accordance with the laws and rules of the state of Florida. If any term or provision of the AGREEMENT is found to be illegal or unenforceable, such term or provision will be deemed stricken and the remainder of the AGREEMENT will remain in full force and effect. All litigation arising under this AGREEMENT will be instituted in the appropriate court in Leon County, Florida.

ARTICLE XVII. SPECIAL CONDITIONS

1. The RECIPIENT agrees to refrain permanently from using or mentioning its association with the DSO in advertisements, letterhead, business cards, or official documents. The RECIPIENT'S AWARD and use thereof may be generally referenced and described pursuant to prior approval by the DSO. The RECIPIENT may not give the impression in any event or manner that the DSO otherwise recommends or endorses its work not related to this AGREEMENT.

2. The RECIPIENT will not indicate, verbally or in writing, that it is associated with or endorsed by Statewide Council on Human Trafficking that is governed by section 16.617, Florida Statutes, or Florida's Office of the Attorney General, Department of Legal Affairs, unless either the Statewide Council on Human Trafficking or the Florida Office of the Attorney General, Department of Legal Affairs, provides prior approval of use of its respective name. The RECIPIENT may not give the impression in any event or manner, that the Statewide Council on Human Trafficking or Office of the Attorney General, Department of Legal Affairs, otherwise recommends or endorses its work not related to this AGREEMENT.
3. All contracts with the news media regarding the subject of this AGREEMENT shall be referred to the DSO'S administrator of this AGREEMENT.
4. Neither the RECIPIENT nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed, produced, or purchased under this AGREEMENT.

ARTICLE XVIII. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.

IN WITNESS WHEREOF, End Human Trafficking, Inc. and City of Kissimmee Police Department have executed this AGREEMENT.

Erin Collins, Executive Director
End Human Trafficking, Inc.

Daniel Schad, Captain
City of Kissimmee Police Department

Date

Date

ITEM 7.I

Resolution to accept grant funding from the Florida Department of Transportation for Airfield Lighting Upgrades

Request

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from Florida Department of Transportation (FDOT) for Airfield Lighting Upgrades in the amount of \$28,745.00, Grant Master No. AirF Light.

Explanation

FDOT is offering a grant for two airport lighting upgrades. The Airport utilizes equipment to close the runway in the event of an emergency or for maintenance purposes. The equipment consists of two portable lighted "X's" that require LED upgrades to properly function and provide the proper safety appearance.

The second upgrade would replace Runway 06, Runway End Identifier Lights (REIL's). These lights act as strobe lights to assist a pilot to identify the runway end, especially in times of lower weather visibility. The lights have currently stopped working, are aged, and are no longer supported by the manufacturer, requiring the purchase of new lights.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170106-506393	AP2400	Decrease	7,186	
47070106-506393	AP2400	Increase	7,186	
47000334-334410	AP2400	Increase	28,745	

Financial Summary:

Airport funds are budgeted in the current fiscal year, allocated in AP2400 Fund 461 to be transferred to Fund 470 (Grants). Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%). The total project amount is \$35,931 with each agency funding the following amounts.

FDOT-PTGA - \$28,745.00

Kissimmee Gateway Airport - \$7,186.00

Recommendation

Approval of the Resolution to accept an FDOT PTGA for Airfield Lighting Upgrades in the amount of \$28,745, Grant Master No. AirF Light.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Resolution PTGA for Airfield lighting upgrades
2. (S) PTGA to Sponsor 454683-1-94-01 Lighting Upgrades at ISM

RESOLUTION NO. _____

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for Airfield lighting upgrades at Kissimmee Gateway Airport.

WHEREAS, the State of Florida Department of Transportation has agreed to participate in the funding of this program, and

WHEREAS, it is necessary for the City of Kissimmee to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation for assessment funding of this project.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 454683-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this _____ Day of May 2024.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST

City Clerk

**PUBLIC TRANSPORTATION
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Financial Project Number(s): (item-segment-phase-sequence) 454683-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A		Object Code: 751000
Contract Number:	Federal Award Date: N/A		Org. Code: 55052000531
CFDA Number: N/A	Agency SAM/UEI Number:		Vendor Number: VF596000348026
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Airfield lighting upgrades at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$35,931. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$28,745 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): In order to meet new energy efficient mandates that have banned the reproduction and sale of halogen bulbs that are scarcely available, an LED retrofit kit is required without the need to replace the entire RCM. The current REILs for Runway 6 are no longer manufactured along with parts and the newer version is recommended.

This project consists of upgrading the halogen fixtures for the Runway Closure Markers (RCM) to LED lighting. This project also consists of upgrading the Runway End Identification Lights (REIL) for Runway 6.

B. Project Location (limits, city, county, map): Kissimmee Gateway Airport/Kissimmee, FL/Osceola

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Purchase Electrical Equipment (Initial Cost and Installation Only/Not Operations Costs or Fees): As required by 215.971, F.S., this scope of work includes but is not limited to permitting, purchase, delivery, testing, and commissioning of said equipment. Site preparation, if any, (earthwork, electrical, mechanical, and utilities) is to be included in the cost of equipment purchase and delivery. It includes all materials, equipment, labor, and incidentals to purchase, install and commission new pieces of equipment. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

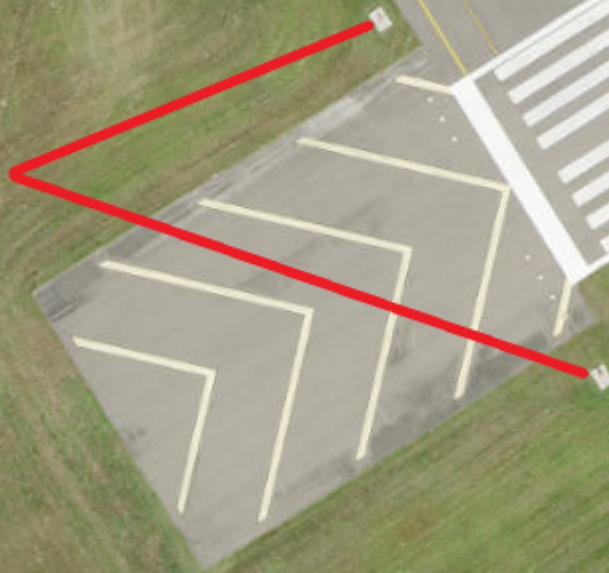
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Existing Rwy 6 REIL
Location



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454683-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$28,745.00
454683-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$7,186.00
Total Financial Assistance							\$35,931.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$28,745.00	\$7,186.00	\$0.00	\$35,931.00	80.00	20.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$28,745.00	\$7,186.00	\$0.00	\$35,931.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$28,745

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

ITEM 7.J

Fire Station Prototype Design Project

Request

Request approval of Contract #20240133 with The Lunz Group as the architect to provide the city with a turn-key fire station prototype design using the Sales Tax Fund at a cost of \$449,000.

Explanation

On August 4, 2023, the city paused the design of Kissimmee Fire Station No. 15 at 3280 Martin Luther King Blvd., located on Kissimmee Airport property. After much deliberation, the city decided it was in the best interest to relocate the proposed fire station. Working with the Fire Department, three potential locations were identified to best serve the community, meet response time requirements and provide optimal service coverage. During this time, it was determined that incorporating a prototype design would be beneficial for future fire stations. Early February 2024, the city contacted The Lunz Group for site concept drawings for three potential locations: Mill Run, Lakeside, and northern Thacker Avenue. Mill Run would be selected as the first location where the fire station prototype would be built. In the future, the other two locations will utilize the same fire station prototype.

Staff is requesting the approval of the negotiated agreement and scope of service, which include but are not limited to the following:

1. The schematic design will include a review of the program and other information furnished by the owner and shall review laws, codes, and regulations. Lunz Group shall give a preliminary evaluation of the owners' program, schedule, budget for the cost of the work, project site, and proposed procurement. A design meeting will be held with the key stakeholders.
2. Design development documents based on the owner's approval of schematic design documents. Lunz Group will prepare design development documents for owners' approval. The design development document shall illustrate and describe the development of the approved schematic documents and shall consist of drawings and other documents including plans, section elevation, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, mechanical, and electrical systems.
3. Construction documents based on the owner's approval of the design document and on the owner's authorization of any adjustments in the project requirements. The Lunz Group shall prepare construction documents that shall illustrate and describe the further development of the approved design development documents and shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435106-506292	ST2418	Decrease	\$475,000	\$449,000

City of Kissimmee

Financial Summary:

Adequate funds are available in the Sales Tax Fund to cover the cost.

Recommendation

Request approval of the agreement with The Lunz Group to provide a turn-key fire station prototype design at a cost of \$449,000.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. The Lunz Group Architectural Engineering Service Master Agreement
2. (S) Fire Station Prototype Design Proposal

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “CITY”), and **THE LUNZ GROUP**, 615 Celebration Avenue, FL 34747, whose Federal Identification Number is: 59-2853955 (hereinafter referred to as the “CONSULTANT”).

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the “RFQ”), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the CITY and the CONSULTANT (collectively, the “Parties”) hereby agree, as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the “Effective Date”).

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 CONSULTANT –SERVICES -- GENERAL

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a “Project” and collectively, the “Projects”) throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization (“CSA”) or a Contract Purchase Order (“CPO”), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution. When the CONSULTANT and the CITY enter into a CSA or CPO where the term thereof expires on a date that is later than the date of this Agreement, the

CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTS and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 Project Administration Services

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals

appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 Evaluation and Planning Services

4.1 The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.

4.2 The CONSULTANT shall provide a preliminary evaluation of the CITY's site for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

- 6.1.3** The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- 6.1.4** Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.
- 6.1.5** The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 6.1.6** If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 6.1.7** The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 6.1.8** Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.
- 6.1.9** The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

- 6.2.1** The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the

progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within ten (10) business days upon receipt to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise

specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the

CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct site observations to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S site observations shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 Facility Operation Services

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the

CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 Additional Services

- 8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) site observations for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

- 8.4.1 Programming
- 8.4.2 Land Survey Services
- 8.4.3 Geotechnical Services
- 8.4.4 Space Schematics/Flow Diagrams
- 8.4.5 Existing Facilities Surveys
- 8.4.6 Economic Feasibility Studies
- 8.4.7 Site Analysis
- 8.4.8 Environmental Studies and Reports
- 8.4.9 User-Supplied Data
- 8.4.10 Schedule Development and Monitoring
- 8.4.11 Civil Design
- 8.4.12 Landscape Design
- 8.4.13 Interior Design
- 8.4.14 Value Analysis
- 8.4.15 Cost Estimating
- 8.4.16 On-Site Project Representation
- 8.4.17 Construction Management
- 8.4.18 Start-up Assistance
- 8.4.19 Record Drawings
- 8.4.20 Post-Contract Evaluation
- 8.4.21 Tenant-Related Services
- 8.4.22 Underground Field Drainage

9.0 **Compensation**

- 9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.
- 9.2 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.
- 9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be

delivered to:

The City of Kissimmee

Public Works & Engineering
Attention: Facilities Management Director
101 Church Street
Kissimmee, FL 34741

- 9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.
- 9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.
- 9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.
- 9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in the design process.
- 9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or 47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.
- 9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.
- 9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

- 9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 **Project Team**

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT's Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT's expense shall be as specified in the applicable CSA or CPO.

12.0 **Consultant's Standard of Care**

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S

professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the

CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. \$2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance

of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 **Independent Contractor**

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 Subcontracting

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a “subcontractor”), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 Federal and State Taxes

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY’s Tax Exemption Number in securing such materials.

20.0 Public Entity Crimes

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 CITY’s Responsibilities

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY’s possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 Termination of Agreement

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon receipt of seven (7) days’ written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY’s satisfaction

through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 **Successors and Assigns**

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 **Contingent Fees**

31.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate,

incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 Ownership of Documents

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Upon receipt of payment for approved services rendered, any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 Access and Audits

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 Notice

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City:

City of Kissimmee

Public Works & Engineering Department
Facilities Management Division

101 Church Street
Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant: **The Lunz Group**
58 Lake Morton Drive
Lakeland, FL 33801

35.2 Notices shall be effective when received at the addresses specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 **Service of Process**

As to City: **City Attorney**
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant: **THE LUNZ GROUP**
58 Lake Morton Drive
Lakeland, FL 33801

37.0 **Key Personnel**

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:

Name:

38.0. **Annual Appropriations**

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Intentionally Deleted**

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 **Default and Remedy**

42.1 If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the CITY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CITY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the CITY. Upon any such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 **Attorneys' Fees and Costs**

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 **Public Records Law**

44.1 CONSULTANT acknowledges the CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines (“ADAAG”), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act (“ADA”). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY’S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed, specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT’S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT'S inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

- 47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.
- 47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.
- 47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no

circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be

completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

47.4 PURSUANT TO FLORIDA STATUTES SECTION §558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT OF THE LUNZ GROUP (ARCHITECT) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK



By: Linda S. Hansell
City Clerk

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Gonzalez
Mayor
City of Kissimmee Commission

Date Approved by Commission: 02/20/2024

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney's Office Date

Attest:

Trace P. Meyer
Corporate Secretary

CONSULTANT

By: [Signature]
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 2024, by means of ☒ physical presence or ☐ online notarization, by Bradley T. Lunz, AIA, LEED AP, GGP as President for The Lunz Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]
Print Name: EDEN F. KONISHI
My Commission Expires: 05-26-2025

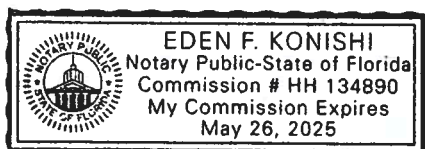


EXHIBIT “A”
HOURLY RATE SCHEDULE

CURRENT SCHEDULE OF FEES FOR PER DIEM SERVICES

DISCIPLINE	RATE/HOUR
Architect Principal	\$225.00
Staff Architect	\$175.00
Interior Designer	\$135.00
Project Manager	\$159.00
Senior Technical	\$125.00
Junior Technical	\$75.00
Clerical	\$50.00

EXHIBIT “B”

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT’s responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit “B”, those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT’s Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. City agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

- 1.6.1. City of Kissimmee Commission
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Macro Level Space Requirements Analysis
- 2.1.2. Macro Level Adjacency Requirements
- 2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards
- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program

- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

4. MASTER PLANNING

- 4.1** Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:
 - 4.1.1 Existing facility renovation recommendations
 - 4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
 - 4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria
 - 5.2.2.3. Foundation design criteria
 - 5.2.2.4. Preliminary sizing of major structural components
 - 5.2.2.5. Critical coordination clearances
- 5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

- 5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - 5.3.1.1. Energy source(s)
 - 5.3.1.2. Energy conservation and controls system concepts
 - 5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.5. Plumbing
 - 5.3.1.6. Fire protection
 - 5.3.1.7. General space requirements
- 5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.3.2.1. Approximate equipment sizes and capacities
 - 5.3.2.2. Preliminary equipment layouts
 - 5.3.2.3. Required space for equipment
 - 5.3.2.4. Required chases and clearances
 - 5.3.2.5. Acoustical and vibration control
 - 5.3.2.6. Visual impacts

5.3.2.7. Energy conservation measures

- 5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

- 5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - 5.4.1.1. Power service and distribution
 - 5.4.1.2. Lighting
 - 5.4.1.3. Communication and data outlet location systems
 - 5.4.1.4. Fire detection and alarms
 - 5.4.1.5. General space requirements
 - 5.4.1.6. Audio/Visual systems
- 5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.4.2.1. Criteria for lighting, electrical and communications systems
 - 5.4.2.2. Approximate sizes and capacities of major components
 - 5.4.2.3. Preliminary equipment layouts
 - 5.4.2.4. Required space for equipment
 - 5.4.2.5. Required chases and clearances
- 5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

- 5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - 5.5.1.1. On-site utility systems
 - 5.5.1.2. Fire protection systems
 - 5.5.1.3. Drainage systems
 - 5.5.1.4. Paving
- 5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

- 5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts

- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

- 5.8.1. Design Development:
 - 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.
 - 5.8.1.2. Begin development of sign prototypes.
 - 5.8.1.3. Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1. Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2. Restroom ID.
 - 5.8.4.3. Stairway ID and stairway level ID.
 - 5.8.4.4. Building Code required ID.
 - 5.8.4.5. Fire exit plan.
 - 5.8.4.6. Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1. Main entrance identification.
 - 5.8.5.2. Vehicular directional.
 - 5.8.5.3. Regulatory / Warning identification.
 - 5.8.5.4. Parking areas; handicap parking, authorized vehicles, visitor parking, etc.
- 5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2. Coordination of similar activities of other disciplines.

5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).

5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.9.3.4. Coordination of the development of Specifications by other disciplines.

5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducible will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:

6.1.1. Coordination

6.1.2. Reproduction by Owner

6.1.3. Completeness review

6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. **Bidding/Negotiation services** consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. **Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

- 7.1. Submittal Services** consisting of:
 - 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Construction Manager.
 - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.
 - 7.2.1. Periodic site visits by other staff to observe the progress of the project.
- 7.3. Responses to Requests for Information (RFI)**
 - 7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.
- 7.4. Supplemental Documentation services** consisting of:
 - 7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.
 - 7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.
- 7.5. Quotation Requests/Change Orders** consisting of:
 - 7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
 - 7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.
 - 7.5.3. Review and recommendations relative to changes in time for Substantial Completion.
 - 7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
 - 7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

- 7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

- 7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
- 7.6.2. Evaluation of Applications for Payment and certification thereof.
- 7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

- 7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
- 7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

- 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
- 7.8.2. Recommendation of the amounts to be withheld until final completion.
- 7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
- 7.8.4. Issuance of Certificate(s) of Substantial Completion.
- 7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
- 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
- 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
- 7.8.8. Issuance of final Certificate(s) for Payment.
- 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
- 8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

- 9.1.1. Environmental assessment of site, if necessary.
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.
- 9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum

value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum "at the time the services are requested" to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

9.5. Commissioning – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.

9.6. Structural Blast Resistance - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.

9.7. Security Systems: The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1

day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

- 9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
- 9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
- 9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.
 - 9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.
 - 9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.
- 9.7.6. **Expanded Security System Design -** The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:
 - 9.7.6.1. Assistance Stations
 - 9.7.6.2. Parking Area Equipment (cameras, card access control)
 - 9.7.6.3. Wireless Duress
 - 9.7.6.4. Hydraulic Barriers
 - 9.7.6.5. Biometrics
 - 9.7.6.6. Perimeter protection systems
 - 9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.



EXHIBIT C

SCHEDULE OF REIMBURSABLES

1. Reproduction Cost			
A.....	Regular Copying	Single Side	Double
Sided			
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet	
8 ½ x 11 (color)	\$ 0.30/page	\$ 0.40/sheet	
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet	
8 ½ x 14 (color)	\$ 0.30/page	\$ 0.40/sheet	
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet	
11 x 17 (color)	\$ 0.40/page	\$ 0.50/sheet	
9 ½ x 24 Single Side Only.....	\$ 1.00/page		
17 x 22 Single Side Only.....	\$ 2.00/page		
18 x 24 Single Side Only.....	\$ 2.00/page		
24 x 36 Single Side Only.....	\$ 3.00/page		
30 x 30 Single Side Only.....	\$ 5.00/page		
32 x 34 Single Side Only.....	\$ 5.00/page		
Other sizes-per square inch	\$ 0.03/page		
Compact Digital Disk.....	\$ 6.00/disk		
B. Blueprint Copy.....		\$10.00/page	
2. Subcontractor Services		Actual Costs	
3. Special Consultants		Actual costs	
4. Telecommunications			
A. Local		Non-reimbursable	
B. Non-Local		Actual Costs	
5. Computer Services		Non-reimbursable	
6. Travel Expenses		In accordance with Chapter 112.061, F.S.;	
		and further defined in the City of	
		Kissimmee	
		Employee Handbook	
7. Postage, Fed Express, UPS		Actual Costs	
8. Pre-approved Equipment			
(includes purchase and rental of equipment used in project)		Actual Costs	

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2023-006

PROJECT NAME: Architectural and Engineering Services

THE CITY OF KISSIMMEE, a MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (CITY), WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Attest:

Isaac Meyer
Corporate Secretary

CONSULTANT

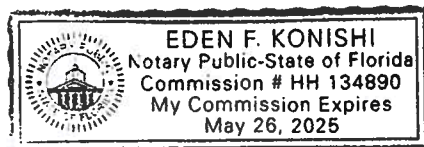
By: [Signature]

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2024, by means of ☒ physical presence or ☐ online notarization, by Bradley T. Lunz, AIA, LEED AP, GGP as President for The Lunz Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: EDEN F. KONISHI
My Commission Expires: 05.26.2025



February 29, 2024

Revised March 20, 2024

Robert Masiku
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

**Re: Mill Run Park Fire Station
TLG Project #24005.01**

Dear Mr. Masiku,

Thank you for the opportunity to provide a proposal for our services for the Mill Run Park Fire Station located in Kissimmee, Florida.

Based on the RFQ #RFQ2022-002 Engineering and Design of Fire Station 15, plans up to 50% of Design Development were produced for the City of Kissimmee, prior to a stop work condition being called. This proposal is a subsequent development of the services provided under that contract. The program has been reevaluated and site have been changed to Mill Run Park at 1451 Mill Slough Rd, Kissimmee, Florida 34744. It is the Lunz Group's understanding that the previous contract will be terminated and this proposal will be the basis of a Task Authorization for a prototype design under the Continuing Services agreement PS#21-12305-TP "Continuing Architectural and Engineering Services on a Task Authorization Basis".

The new Prototype Fire Station design shall have the non-ARFF components previously programmed with the addition of a training room for 15 firefighters and a Police Department sub-station component consisting of a restroom, storage and office space to support two (2) officers. This additional feedback has been received in regards to the Schematic Design layout beyond the Design Development documents previously delivered. The changes are actively being produced in advance of this proposal and contract at the request of the City.

Services provided by our team will be limited to Architectural, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Protection and Electrical Engineering. It is our understanding that other necessary items related to the site development and creating a complete package suitable for permitting will necessitate other consultants that the City shall retain. The Lunz Group will coordinate with those consultants as necessary.

This project is broken into three (3) Tasks: Schematic Design, Design Development Documents, and Construction Documents.

Task 1: Schematic Design

The Lunz Group shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to our services. The Lunz Group shall prepare a

preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, project site, the proposed procurement and delivery method, and other initial information.

We will conduct design meetings with the key stakeholders. The goal of the meetings is to confirm scope and develop conceptual designs/ confirm program. Comments are expected and three rounds of revisions are provided. Revisions beyond shall be assessed as additional services. Deliverables for this phase may include schematic floor plans, elevations, and diagrammatic sections.

Task 2: Design Development Documents

Based on the Owner's approval of Schematic Design Documents, and on their authorization of any adjustments in the Project requirements, The Lunz Group shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents including plans, sections elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

Task 3: Construction Documents

Construction Documents (Issued for Owner Approval & for Building Permit/Bid)

Based on Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work.

Exclusions

All services not explicitly explained in the above scope are excluded, but can be provided for an additional fee:

- Zoning changes, land use changes or variances
- Surveying services including ALTA, boundary, tree, utility, easement, foundation, and topographic survey
- Subsurface retention system design
- Archeological and Historical Resources permitting
- FDOT driveway and drainage connection permitting
- Traffic Study
- Offsite Improvements
- Revisions to the drawings after approval is received from the Client.
- Revisions to the drawings due to changes or updates to any applicable municipal, building, or fire codes
- Revisions to the drawings for Value Engineering revisions after Client has approved set.
- Easement or access agreement assistance
- Graphics & Monument signage design and permitting
- Environmental investigation, testing, and monitoring
- Wetlands mitigation assistance
- Detection of site contamination or hazardous materials, including mold, asbestos, lead, etc.
- Certification of existing building or site's current conditions
- Radon Mitigation System Design or Services.

- Arborist services
- Design and drafting services for items which are normally provided by a specialty engineer including, but not limited to, precast structural elements, heavy timber elements, wood trusses, light gauge steel trusses, light gauge framing for soffits, walls, mansards curbs and miscellaneous framing and aluminum items.
- Threshold inspections
- Wind tunnel tests or construction materials testing
- Detailed cost estimates.
- Additional Renderings beyond the scope of work
- PUD/Zoning Assistance
- Playground or Athletic Court Design
- As-built drawings
- Programming
- Green building consultant services
- Measured Drawings
- Existing FF&E Inventory
- Valuations/Appraisals of Existing FF&E
- Special Studies and Additional Surveys
- Art Selection and/or Procurement
- Kitchen Consultant
- Special Consultants
- Studies Related to Future FF&E
- Detailed Quotation Review
- Receive/Inspect/Accept/Reject Furniture
- Post-Occupancy Evaluations
- Operating Cost Analysis
- Extending Services after Project Completion
- Reviewing Extensive Number of Claims
- Vendor Default Services
- Damage Replacement Consulting
- Public or Legal Proceedings Activities
- Civil Engineering
- Aquatic Pool Design or Engineering
- Landscape design or Engineering
- On-site project Representation (B207™-2008)
- Visualization Services
- AV/IT Design

OWNERS RESPONSIBILITIES

Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

It is anticipated that the Owner will require one (1) week to review packages, provide comments and approval required for the advancement of subsequent phases. If The Lunz Group has not received approval at the end of four (4) weeks after delivery and extensive delay requires additional meetings, these additional meetings and time will be billed as additional services at the hourly rate.

Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

Our fee for this project is based on the construction budget estimated at \$650/SQFT and 12,250 SQFT (Total \$ 7,962,500), and is broken into the following tasks for a lump sum subtotal of \$449,000.00

Task 1: Schematic Design	\$ 110,000.00
Task 2: Design Development	\$ 140,000.00
Task 3: Construction Documents	\$199,000.00
Total Fee	\$449,000.00

For Convenience, a breakdown of the previously accolated contract funds available and the difference from the proposed fee is provided for the City's use below:

Available from previous contract:	\$ 305,774.21
Remaining funds to be allocated:	\$ 143,225.79

Schedule Durations:

Task 1: Schematic Design	35 days
Task 2: Design Development	80 days
Task 3: Construction Documents	60 days

The fee above will expire and is subject to change after thirty (30) days of submittal to the client. If the proposal is not signed by the client within this timeframe, The Lunz Group holds the right to revise the fee.

Reimbursables

Reimbursable expenses include expenses incurred by The Lunz Group and consultants directly related to the project. This may include mileage, additional site visit requests, fees for permitting, printing, delivery, and other similar project-related expenditures. Reimbursables will be billed according to the attached fee schedule.

We are ready to start this work immediately and look forward to continuing our professional relationship with you. Upon acceptance of the proposal, a formal agreement will be sent for review and approval. Please let me know when you would like to begin the process.

Thank you for this opportunity.

Submitted by:


Signature

Craig Fennig, AIA, NCARB, LEED AP BD + C
Printed Name

Managing Director
Title

March 20, 2024
Date

Approved by:

Signature

Printed Name

Title

Date

Attachment: Hourly Rate Schedule

CC: Brit Kirby, The Lunz Group

STANDARD TERMS & CONDITIONS

Standard of Care

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Existing Conditions

To the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, the Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof, subject to the limitations contained within such documentation, in addition to its own visual observation of the existing structure. The Architect cannot be held responsible for errors in reports or existing conditions in documents or reports that were not prepared by Architect or its consultants, which cannot be visually/physically verified. The Architect shall notify the Owner of any materially significant assumption it is making within its design which conflicts from information provided by the Owner. Furthermore, to the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, and there is any concern about mold, moisture or mildew, the Owner shall authorize Architect to retain moisture and mold consultant(s) as additional services as may be reasonably required for the discovery, evaluation and remediation of existing water intrusion, moisture and/or mold conditions.

Cost Estimating

Estimating is not included as a service on this project. Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as an Architect familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

Instruments of Service

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

Dispute Resolution

This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the

Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this proposal.

Waiver of Consequential Damages

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Termination

If the Owner fails to make payments to the Architect within thirty (30) days, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven (7) days' notice.

If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than thirty days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Hazardous Materials

Definition of Hazardous Materials. As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), bacteria, fungus, mold, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site (hereinafter collectively referred to as "hazardous materials").

Hazardous Materials - Suspension of Services. Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous materials. In the event the Architect or any other party encounters any hazardous materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or

toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.

Hazardous Materials Indemnity. The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, "Architect Indemnitees") from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect Indemnitees.

Waiver of Claims for Hazardous Materials. In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the potential presence or suspected presence of hazardous materials as defined herein, at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Architect, its officers, directors, partners, employees or subconsultants, which may arise out of or may in any way be connected to the presence of such hazardous materials.

Publicity Acknowledgement

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

Indemnification

With regard to the professional services performed and to be performed hereunder by or through the Architect, Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Architect's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Architect. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Owner or Owner's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Owner, or others who are directly responsible to Owner, or for defects in design or construction furnished by those persons; and

With regard to any acts or omissions of the Architect in connection with this Agreement which do not comprise professional services, the Architect further agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent,

but only to the extent, that the claims are the result of any negligent act or omission by the Architect, its consultants or subconsultants or anyone for whom the Architect is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Architect (which is covered by Section 9.10.A.1 above).

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's willful misconduct or gross negligent acts, errors or omissions.

Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own gross negligence or willful misconduct.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.

While the Architect shall be liable for its gross negligent acts and errors, the Architect and the Owner hereby agree as follows regarding the Architect's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Architect, the Architect's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Architect be liable for the cost of the labor, equipment, services or materials which the Architect negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Architect may otherwise be liable, the Client agrees that the maximum amount for which the Architect may be responsible or liable is \$10,000.00, or the Architect's fees in relation to this Project, whichever is greater.

Should the Client to decide to move forward with the project without engaging the Architect to perform Construction Phase Services, Owner waives all claims against Architect related to the use of the Instruments of Service and will defend, indemnify, and hold harmless the Architect for any claims, liabilities or damages arising out of or related to the use of the Instruments of Service.

Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of The Lunz Group (Architect) may not be held individually liable for negligence.

ITEM 7.K

Authorization to apply for the 2024 Patrick Leahy Bulletproof Vest Partnership Program

Request

Authorization to submit an application for the 2024 Patrick Leahy Bulletproof Vest Partnership Program from the U.S. Bureau of Justice Assistance.

Explanation

The City is eligible to submit application for the 2024 Patrick Leahy Bulletproof Vest Partnership Program from the Bureau of Justice Assistance. These monies will be allocated for the partial funding of bulletproof vests as outlined in the application. The City will budget for the balance of the expenses.

Recommendation

Staff recommends authorization to submit the required application for the 2024 Patrick Leahy Bulletproof Vest Partnership Program from the Bureau of Justice Assistance.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. bvp-fact-sheet
2. Patrick Leahy Bulletproof Vest Partnership _ Overview _ Office of Justice Programs

BUREAU OF JUSTICE ASSISTANCE FACT SHEET

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\)](#), [Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

Eligible Applicants: States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, “state” means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; “unit of local government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

Law Enforcement Officer Definition: “Law Enforcement Officer” is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

Small Jurisdiction Priority Funding: By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



FACT SHEET

Match Requirement: The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

Application Period: The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

How to Apply: Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

Payment Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at www.sam.gov is required to receive funds.

Body Armor Vest Requirements: Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 306413



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

[Home](#) / [Patrick Leahy Bulletproof Vest Partnership](#)

Patrick Leahy Bulletproof Vest Partnership

Notice: Critical Program Information (Click here.)

Overview



The Patrick Leahy Bulletproof Vest Partnership (BVP) reimburses states, units of local government, and federally recognized Indian tribes, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers.

Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of over 1.5 million body armor vests.

Funding

The fiscal year (FY) 2024 BVP application period is now open. All applications must be [submitted online](#) by 6 p.m. ET on Monday, June 10, 2024.

The FY 2023 BVP awards have been announced. See the complete list of [FY 2023 BVP awards](#). See [Award History by Jurisdiction](#) for detailed award history.

Fact Sheet

The [BVP Program Fact Sheet](#) provides background information and other details about the BVP Program.

Frequently Asked Questions

The [BVP FAQs](#) contain pertinent information on the BVP Program. [Mandatory Wear FAQs](#) are also available.

Links

- [BVP System](#)
- [NIJ Standard-0101.06: Ballistic Resistance of Body Armor](#)
- [NIJ Standard 0115.00: Stab Resistance of Personal Body Armor](#)
- [NIJ Compliance Testing Program](#)
- [NIJ Compliant Products List](#)
- [Ballistic Resistant Body Armor and the NIJ Mark](#)
- [NIJ Selection and Application Guide to Ballistic-Resistant Body Armor](#)
- [NIJ Selection and Application Guide 0101.06 to Ballistic-Resistant Body Armor](#)

Advisories, Notices, and Alerts

Active NIJ Advisory and Safety Notices

Previous NIJ Body Armor Alerts

Following are some of the previous/closed NIJ advisory notices. A full list is available on the [Closed NIJ Advisory Notices](#) webpage.

Contacts

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

Latest Advisories

12-7-23 NIJ Advisory Notice: [Verco Materials model – UrbanShieldMH](#)

11-20-23 NIJ Advisory Notice: [Onyx Protective Group Inc. model - PLF-II-01](#)

11-20-23 NIJ Advisory Notice: [Onyx Protective Group Inc. model - STRYX](#)

11-20-23 NIJ Advisory Notice: [Spartan Armor model - SAS-III-MCHY](#)

11-20-23 NIJ Advisory Notice: [C.P.E Production OY model - Polar Bear](#)

10-25-23 NIJ Advisory Notice: [Slate Solutions model – H2001](#)

10-24-23 NIJ Advisory Notice: [Arsenal Industries Panama Inc. - GR301](#)

3-9-23 NIJ Safety Notice: [Safariland, LLC, ND01-2020S-ME](#)

3-3-23 NIJ Advisory Notice: [HighCom - sa2910](#)

3-3-23 NIJ Advisory Notice: [C.I.A. Miguel Caballero S.A.S. - Alpha S33](#)

2-2-23 NIJ Advisory Notice: [Mex Msf Sco S.A. de C.V. - Coyote](#)

8-9-22 NIJ Advisory Notice: [U.S. Armor Corporation - 6316M](#)

8-9-22 NIJ Advisory Notice: [Ceska zbrojovka a.s. - Model HW 490](#)

4-26-22 NIJ Advisory Notice: [Safariland, LLC - ND01-2020S-ME](#)

3-18-22 NIJ Advisory Notice: [PRE Labs Inc.- Model 2/18F](#)

[All Active Advisories](#)

Date Modified: April 24, 2024

Date Created: January 16, 2020



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

ITEM 7.L

Award RFP2024-003 Rose Hill Cemetery Columbarium

Request

Award RFP2024-003 for the Rose Hill Cemetery Columbarium (contract #20240327) to Monument Warehouse LLC in the amount of \$69,740.

Explanation

The Parks and Recreation Department along with the Procurement Division advertised RFP2024-003 for columbariums at the Rose Hill Cemetery on February 11, 2024 with a sealed bid opening date of March 8, 2024. This bid was advertised through the Orlando Sentinel, Demand Star and Vendor Link with a total of 752 vendors notified, of which 15 of them downloaded the bid package. Three bids were submitted for the opening, with only one qualified bid that included the concrete slab, columbarium and installation. Staff is asking to award the bid and execute the agreement to the lowest qualified bid Monument Warehouse LLC.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150506-506393	PR2412	Decrease	\$105,510	\$69,740

Financial Summary:

A budgeted project PR2412 account 00150506-506393 is available to cover this contract.

Recommendation

Award RFP2024-003 for the Rose Hill Cemetery Columbarium (contract 20240327) to Monument Warehouse LLC in the amount of \$69,740 and execute their agreement.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Parks & Recreation
Presenter:

Attachment(s):

1. agenauth.RFP2024-003 Rose Hill Cemetery Columbarium
2. (S) Monument Warehouse Agreement Columbarium

City of Kissimmee

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: RFP2024-003
DATE: March 21, 2024
TO: Matt Libby, Parks & Recreation Assistant Director
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: Rose Hill Cemetery Columbarium

COMMENTS: Subject bid was opened on March 8, 2024, copy of bids and abstract was given after the opening. The committee reviewed all submittals and scored their review. Purchasing advertised this February 11, 2024 with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 408 vendors and 6 vendors downloaded the bid package and Vendor Link had 9 vendors download the package after 344 vendors notified. There were no bidders that had the criteria to be an Osceola County Local Vendor. With the review of submittals completed the highest scored vendor is Monument Warehouse you can proceed for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

_____ Purchase from low bidder.
_____ Other - Explain (attach additional sheets if necessary).

REVIEWED BY: _____ **DATE:** _____
APPROVED BY: _____ **DATE:** _____
DATE RETURNED TO PURCHASING: _____

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New _____ Replacement _____

The intended use of function is: _____

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Amount Budgeted: _____

Cost: _____

Remaining: _____

Intended use for any funds remaining: _____

**AGREEMENT BETWEEN
CITY OF KISSIMMEE AND CONTRACTOR**

THIS AGREEMENT is made this _____ day of _____ 2024 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City,” and Monument Warehouse, LLC, 1551 Mineral Springs Rd, Elberton GA 30635, hereinafter “Contractor”, collectively hereinafter the “Parties” and each represents as follows:

WITNESSETH

WHEREAS, the City solicited proposals for the design, supply, construction, and installation of a pre-assembled columbarium in the cremation section of Rose Hill Cemetery at 1615 Old Boggy Creek Road, Kissimmee, FL 34744 (hereinafter referred to as “Project”) pursuant to City of Kissimmee Request for Proposals No. 2024-002, (hereinafter referred to as “RFP”); and

WHEREAS, Contractor submitted a proposal (hereinafter referred to as “Proposal”) representing that Contractor is able to satisfactorily complete the Project according to the terms and conditions of the RFP; and

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

WHEREAS, City has chosen Contractor as the Selected Bidder for RFP and desires to enter into this Agreement with Contractor; and

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the RFP, which is attached hereto as Exhibit A, and the Proposal, which is attached hereto as Exhibit B, 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, and Exhibit B, in that order.
3. **TERM.** The term of this Agreement shall begin upon execution of this Agreement and end upon the completion of the Project. The Project shall be substantially completed within twelve (12) months after the date the Notice to Proceed is issued. This Agreement may be

extended for an additional twelve (12) months if mutually agreed upon in writing by the Parties.

- 4. SCOPE OF WORK.** Contractor agrees to design, supply, construct and install two (2) columbaria complete at the cremation section of Rose Hill Cemetery, 1615 Old Boggy Creek Road, Kissimmee, FL 34744 as further described in Exhibit A (hereinafter the “Work”) according to the terms, conditions, and pricing further described in Exhibit B.

In providing the Work, Contractor shall:

- A. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
- B. Coordinate work days, hours, and access to the Parks with the Project Manager along with delivery of the equipment/materials and installation.
- C. Install all equipment/material per the manufacturer’s instructions.
- D. Obtain all required permissions and inspections as applicable.
- E. Coordinate with the Project Manager all inspection(s). Complete any items on the punch list generated from the inspection(s).
- F. Meet with the City and/or the Project Manager as requested and as arranged by the parties to review the Work.
- G. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the City.

Within ten (30) days of the Effective Date of this Agreement, Contractor shall provide to the Project Manager the design for two (2) columbaria according to the specifications in Exhibit A and a schedule for the Work showing production and installation timeframes (“Project Schedule”).

In entering into this Agreement, Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”).

5. **PAYMENT.** Upon review and approval of Contractor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Contractor in accordance with the Local Government Prompt Payment Act. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services unless permitted by Florida Statutes section 218.735.

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	Contractor Ganesh Muruganantham Monument Warehouse LLC 1551 Mineral Springs Rd Elberton GA 30635
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9. **PROJECT MANAGERS.** City and Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by Contractor 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 Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. City will notify Contractor, in writing, if the current City Project Manager is replaced by

another individual.

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

Michael McClung
Assistant Manager
101 Church Street
Kissimmee, Florida 3741
407-518-2340
Michael.McClung@cityofkissimmee.gov

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

Ganesh Muruganantham
Monument Warehouse LLC
1551 Mineral Springs Rd
Elberton GA 30635
706-567-0197
GM@monumentwarehouse.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 Contractor from the responsibility to City for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any Subcontractor agreement Contractor makes with others. If applicable, Contractor 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. NON-ASSIGNMENT. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

12. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEEER. In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees of Contractor shall be, at all times, employees of Contractor under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.

13. TERMINATION FOR CONVENIENCE. City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days

prior to effective date of termination. Upon receipt of termination from City, Contractor shall only provide those services specifically approved or directed by City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and City shall continue to be responsible to Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. Contractor shall, however, be entitled to payment for services commenced and approved by City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

14. TERMINATION FOR CAUSE. If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement. If Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to the City.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor, but without an opportunity to cure, if City determines Contractor knowingly furnished any representation, warranty or

certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

15. FORCE MAJEURE. Shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties. Neither City nor Contractor shall be held liable or responsible to the counterparty, nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to City operations. City maintains the right to terminate the Agreement for convenience, negotiate with the next low bidder, or obtain the goods and/or services through a separate contract.

16. INSURANCE. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

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

B) **Comprehensive General Liability:** Contractor will provide such coverage with limits of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an

“occurrence” based format.

C) Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 per occurrence.

D) Umbrella Insurance: Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00 per occurrence.

Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Contractor 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, Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

17. INDEMNIFICATION. Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of City counsel, defend or pay for an attorney selected by City counsel to defend City, its Commission, officers, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform City in advance of planned actions and/or conduct related to Contractor’s handling of any such action or claim. City shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of City being a governmental entity.

City shall not be liable for, and Contractor agrees to indemnify City against, any liability resulting from injury or illness, of any kind whatsoever, to Contractor’s employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

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

18. PERFORMANCE BOND. Contractor shall post a performance bond for the total amount of the Work.

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

20. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESPOND TO DAMAGED PROPERTY. Contractor shall maintain a safe and secure worksite for the duration of the Work. Contractor shall maintain all areas in a neat and presentable condition. Contractor 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.

Contractor 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. Contractor 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 Contractor's Work on or around such property.

In case of failure on the part of Contractor 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 Contractor under the Agreement. Nothing in this provision shall prevent Contractor 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 Contractor, its employees or agents.

21. 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 City 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, Contractor 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, Contractor 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 the Contractor 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.

22. WARRANTIES AND REPRESENTATIONS. Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Contractor 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. Contractor 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.

Contractor 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 Contractor 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 Contractor 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 Contractor shall promptly comply therewith at its sole cost and expense.

Any warranty provided by Contractor or for which Contractor 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 Contractor be discovered after the final payment has been made, to claim and recover from Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

23. 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 Contractor who participated in the Work that is the subject of this Agreement.

24. REMEDIES.

A) Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor'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 Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Contractor 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.

25. WASTE AND HAZARDOUS MATERIAL DISPOSAL. Contractor 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. CHANGES IN WORK ITEMS OR SCOPE. City and Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by Contractor 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 Contractor unless Contractor 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 Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

32. GUARANTEES AND WARRANTIES. Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing by City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by subcontractors as well as work done by Contractor.

33. BREACH. Failure of Contractor 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, Contractor 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 Contractor to cure said default, unless tCity disputes satisfactory performance of services.

34. 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.

35. NO THIRD PARTIES BENEFICIARIES. This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.

36. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and Local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

37. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

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

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

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

39. FUNDING. The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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

Every Contractor 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. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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

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

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

43. 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.

44. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Contractor 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, Contractor represents and certifies that Contractor 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 Contractor 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. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.

45. 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.

46. 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, Contractor 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.

47. NON-DISCRIMINATION. Contractor 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. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees, for the period during

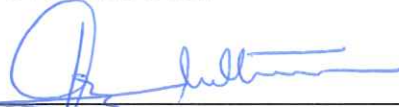
which services are provided. Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

48. 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:

CONTRACTOR



Ganesh Muruganantham

Position: President

Date: Apr. 9 2024

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF Oconee

The foregoing instrument was acknowledged before me this 9 day of April, 2024, by means of ☐ physical presence or ☐ online notarization, by **Ganesh Muruganantham** as agent for **Monument Warehouse LLC**, a Georgia LLC registered to do business in Florida, who is personally known to me or has produced identification.

Notary Seal:



Notary: Divya Muruganantham
Print Name: Divya Muruganantham
My Commission Expires: April 21, 2025

CITY OF KISSIMMEE

Olga Gonzalez, Mayor

Date: _____

Attest:

City Clerk

Approved as to form and legality:

City Attorney

EXHIBIT A

RFP

* REQUEST FOR PROPOSAL *

- I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2024-002 Rose Hill Cemetery Columbarium**
- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, eight (8) copies and (1) electronic copy on CD or Flash Drive.
- III. To be considered proposals MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00pm March 8, 2024.

- IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30pm March 8, 2024.
- V. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.


Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposers request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

- A. They have not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
- B. That the proposer has not divulged or discussed his offer with other proposers.
- C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
- D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

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

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

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

1.21 PUBLIC RECORDS

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741. The Contractor shall keep and maintain public records required by the City to perform the service.

1.22 SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS: Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Consultant based on the Consultant's social, political, or ideological interest. 287.05701 Prohibition against considering social, political, or ideological interests in government contracting.

- (1) As used in this section, the term "awarding body" means:
 - (a) For state contracts, an agency or the department.
 - (b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
- (2) (a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- (b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to procurement@kissimmee.gov not less than seven (7) days prior to the RFP opening date. **Last day for questions is February 26, 2024 by 4PM**

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 FEES AND LICENSURE COST: This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.8 NON-MANDATORY PRE-BID: A non-mandatory pre-bid meeting and site visit is scheduled for **February 19, 2024 at 10AM** at the **Kissimmee Rose Hill Cemetery, 1615 Old Boggy Creek Rd, Kissimmee, FL 34744**. The deadline for questions is February 26, 2024 by 4pm. An addendum, if necessary, will be sent out to all Contractors no later than on February 29, 2024 at 5pm.

2.9 TERMS: The term of this Agreement is from the date of execution by the last Party to execute the Agreement to the completion of the Project. This Project shall be substantially completed within twelve (12) months from the date the Notice to Proceed is issued.

2.10 This bid contains pages 1 - 34. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

3.0 SCOPE OF SERVICE:

A. BACKGROUND

The City of Kissimmee is seeking proposals for qualified contractors for the construction and installation of columbarium units in accordance with this Request for Proposal (RFP). The successful respondent will design, construct, supply and install on site pre-assembled columbarium in the cremation section of Kissimmee Rose Hill Cemetery. Kissimmee Rose Hill Cemetery is located at 1615 Old Boggy Creek Road, Kissimmee, FL 34744.

B. SCOPE OF WORK:

Contractor Responsibilities:

1. Offer a design for two (2) columbaria following the specifications listed below to be installed on 12' by 16' concrete slabs within the cremation section of the cemetery (see Attachment "D").
 - a. The design would include pre-assembled granite columbarium units that could house 2 standard size urns per niche. A minimum sized niche of twelve (12) inches tall by twelve (12) inches wide with thirteen (13) inches of depth is preferred. The cover plates should be able to be engraved.
 - b. The columbarium structures can be various sizes but the total number of niches desired is at least 96 between both units.
 - c. Niche fronts shall be polished granite material twelve with the following minimum specifications: (12) inches long by twelve inches wide with a thickness of at least three-fourths (3/4) of an inch.
 - d. Niche fronts will be flat with parallel sides and shall not be curved or rounded.

- e. Each granite niche front shall cover one niche opening (no common niche fronts covering multiple openings).
 - f. Each Niche will have a granite outer front cover with a separate inner interior cover.
 - g. The roof shall be solid granite material a minimum thickness of three (3) inches.
 - h. Base shall be solid granite material with a minimum thickness of six (6) inches.
 - i. All exterior walls shall be made of solid granite material with a minimum thickness of three (3) inches.
 - j. The City's Park and Recreation Department shall select the color and trim of all granite material to be used in constructing the two columbaria. Standard options for colors shall be supplied to the City to mirror existing columbarium colors (see Attachment "E")
2. Install two (2) concrete slabs with dimensions of twelve (12) feet in length by sixteen (16) feet in width and a thickness to be determined based on that depth which is necessary to support contractor's columbarium specifications.
 3. Provide detailed drawing renditions of proposed finish design along with timeline for construction and installation.
 4. Specs shall meet all applicable State of Florida building codes, statutes and requirements.
 5. Install pre-assembled columbarium with proper equipment supplied by columbarium manufacturer.
 6. Ensure finished product is top quality, all stonework must be fabricated by skilled trade personnel and shall be sold, free of cracks or chips and uniform in color.
 7. Two (2) minimum replacement fronts will be included for future use if original niche front is damaged or broken.
 8. Provide two (2) extra fastening tools for outside and inside niche covers, as appropriate, to the City and instruct owner's personnel in the manner of niched cover removal.

C. CITY RESPONSIBILITIES:

The City of Kissimmee will prepare and level the ground for installation of concrete lab and columbarium.

D. PROPOSAL REQUIREMENTS AND DESIGN CRITERIA:

1. Timeline for construction and installation
2. Detailed interior and exterior measurements of the completed structure and of each component part. Responses should detail the materials (including types of metal and types of stone, where applicable) that would be used for each component part. Responses will describe where appropriate, how the component pieces are attached, bolted, adhered or connected to one another in order to form the finished structure.
3. Responses will include the number of columbarium spaces that would be available in the finished product.

4. Warranty and Service:
 - a. Provide warranty information on material and workmanship under normal use.
 - b. If extended warranty is available, please detail costs and coverage options.
 - c. Parts and service availability
 - d. Manuals – three (3) hard copies with electronic copy.
 - e. Listing of replacement parts and costs.

E. SELECTION CRITERIA

Evaluation

It is the intent of the City that all firms responding to this RFP who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible submittals received in its evaluation and award process.

Criteria

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further each proposal will be evaluated for full compliance with the RFP instructions to the Respondents and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. Proposals will be evaluated and an award made to the Respondent who is determined to be responsible and Responsive to this Request for Proposals and whose proposal is the most advantageous to the City in terms of quality of service the Respondent's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposals and Contract and who in the judgment of the City will best serve the needs and interests of the City.

The following represent the principal selection criteria which will be considered during the evaluation process. Points are determined by multiplying the weight by the grade. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second, highest ranked score, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

Evaluation Criteria

Criteria	Weight	Grade	Maximum Total Points
Experience of Company	5	1 2 3 4 5	25
Proposed Design (s)	7	1 2 3 4 5	35
Quality of Materials	5	1 2 3 4 5	25
Cost of Proposed Designs	3	1 2 3 4 5	15

Total Possible Points To Be Earned = 100

Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest

Scoring Definitions

1 = Poor – Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.

2 = Below average – Meets many of the basic requirements, specifications, or provisions of the scope, but is lacking in some essential aspects for the specific criteria.

3 = Average – Adequately meets the minimum requirements, specifications, or provisions of the specific scope, and is generally capable of meeting the City's needs.

4= Above Average – More than adequately meets the minimum requirements, specifications, or provisions of the specific scope, and exceeds those requirements in some aspects for the specific scope.

5= Excellent – Exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

In evaluating the proposals, the City shall have the discretionary power to render decisions on:

- i. The honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract;
- ii. a Respondent's skill and business judgment;
- iii. Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously;
- iv. Respondent's previous conduct under other contracts with the City and contracts with any other parties that the Respondent has provided work or services;
- v. The quality of Respondent's previous work for the City and any other parties that the Respondent has provided work or services;
- vi. Respondent's pecuniary ability and financial stability;
- vii. The Respondent's previous and existing compliance with laws, ordinances and regulations;
- viii. Respondent's maintenance of a permanent place of business;
- ix. Respondent's appropriate successful contractual and technical experience in similar work;
- x. Proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract;
- xi. The qualifications of subcontractors whom each Respondent proposes to use;
- xii. The proximity of Respondent's labor force, equipment and business operation in relation to the City,
- xiii. Respondent's ability to meet and or maintain scheduling requirements
- xiv. Respondent's quoted prices for services, and
- xv. Respondent's responsiveness to this Request for Proposals.

The above factors may be determined by Respondent's past performance of services/work for supplied references and other parties Respondent has performed services/work, information submitted as part of the proposal or in response to an inquiry by the City, and information otherwise known or discovered by the City, or any combination thereof. The City may conduct detailed examinations of Respondents, including of Respondent's personnel, place of business and facilities, compliance with

federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a Respondent to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such Respondent and its proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2024-003**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Rose Hill Cemetery Columbarium	\$ _____

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO
THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO
THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer) EMAIL: _____

TELEPHONE NO.: (____) _____ FAX NO.: (____) _____

NOTICE

RFP2024-003

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____

Phone Number: (____) _____
Fax Number: (____) _____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____

Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or ____ produced identification. Type of identification produced _____

Attachment B

Understanding of RFP Procedures, Terms and Conditions

(To be returned with qualifications submission)

**Invitation to Submit Proposal
City of Kissimmee, Florida
RFP2024-003**

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Development Team: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Attachment C

REFERENCES: Each Bidder must **submit with the bid**, three (3) references. References shall be of similar scope of work as the City to whom the Bidder has supplied the same services. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind.

1. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____
2. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____
3. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____

Attachment D



Attachment E



**AGREEMENT BETWEEN
CITY OF KISSIMMEE AND CONTRACTOR**

THIS AGREEMENT is made this _____ day of _____ 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “City” and [insert Contractor’s name], [insert Contractor’s address], hereinafter “Contractor”, collectively hereinafter the “Parties” and each represents as follows:

WITNESSETH

WHEREAS, the City solicited proposals for the design, supply, construction, and installation of a pre-assembled columbarium in the cremation section of Rose Hill Cemetery at 1615 Old Boggy Creek Road, Kissimmee, FL 34744 (hereinafter referred to as “Project”) pursuant to City of Kissimmee Request for Proposals No. 2024-002, (hereinafter referred to as “RFP”); and

WHEREAS, Contractor submitted a proposal (hereinafter referred to as “Proposal”) representing that Contractor is able to satisfactorily complete the Project according to the terms and conditions of the RFP; and

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

WHEREAS, City has chosen Contractor as the Selected Bidder for RFP and desires to enter into this Agreement with Contractor; and

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

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.
- 2. THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the RFP, which is attached hereto as Exhibit A, and the Proposal, which is attached hereto as Exhibit B, 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, and Exhibit B, in that order.
- 3. TERM.** The term of this Agreement shall begin upon execution of this Agreement and end upon the completion of the Project. The Project shall be substantially completed within

twelve (12) months after the date the Notice to Proceed is issued. This Agreement may be extended for an additional twelve (12) months if mutually agreed upon in writing by the Parties.

- 4. SCOPE OF WORK.** Contractor agrees to design, supply, construct and install two (2) columbaria complete at the cremation section of Rose Hill Cemetery, 1615 Old Boggy Creek Road, Kissimmee, FL 34744 as further described in Exhibit A (hereinafter the “Work”) according to the terms, conditions, and pricing further described in Exhibit B.

In providing the Work, Contractor shall:

- A. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
- B. Coordinate work days, hours, and access to the Parks with the Project Manager along with delivery of the equipment/materials and installation.
- C. Install all equipment/material per the manufacturer’s instructions.
- D. Obtain all required permissions and inspections as applicable.
- E. Coordinate with the Project Manager all inspection(s). Complete any items on the punch list generated from the inspection(s).
- F. Meet with the City and/or the Project Manager as requested and as arranged by the parties to review the Work.
- G. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the City.

Within ten (30) days of the Effective Date of this Agreement, Contractor shall provide to the Project Manager the design for two (2) columbaria according to the specifications in Exhibit A and a schedule for the Work showing production and installation timeframes (“Project Schedule”).

In entering into this Agreement, Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the

same geographic area and in compliance with all applicable laws (“Standard of Care”).

5. **PAYMENT.** Upon review and approval of Contractor’s invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Contractor in accordance with the Local Government Prompt Payment Act. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services unless permitted by Florida Statutes section 218.735.
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	Contractor [insert name] [insert position] [insert company name] [insert address]
---	--

9. **PROJECT MANAGERS.** City and Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by Contractor 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 Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required.

City will notify Contractor, in writing, if the current City Project Manager is replaced by another individual.

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

[insert name]

[insert position]

101 Church Street

Kissimmee, Florida 3741

[insert phone number]

[\[insert email\]@cityofkissimmee.gov](mailto:[insert email]@cityofkissimmee.gov)

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

[insert name]

[insert position]

[insert Contractor name]

[insert mailing address]

[insert phone number]

[insert email]

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 Contractor from the responsibility to City for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any Subcontractor agreement Contractor makes with others. If applicable, Contractor 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. NON-ASSIGNMENT. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

12. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEE. In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees of Contractor shall be, at all times, employees of Contractor under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.

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

Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. Contractor shall, however, be entitled to payment for services commenced and approved by City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

14. TERMINATION FOR CAUSE. If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement. If Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to the City.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor, but without an opportunity to cure,

if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

15. FORCE MAJEURE. Shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties. Neither City nor Contractor shall be held liable or responsible to the counterparty, nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to City operations. City maintains the right to terminate the Agreement for convenience, negotiate with the next low bidder, or obtain the goods and/or services through a separate contract.

16. INSURANCE. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

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

B) **Comprehensive General Liability:** Contractor will provide such coverage with limits of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and

severability of interest clause. This policy of insurance must be written in an “occurrence” based format.

C) Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 per occurrence.

D) Umbrella Insurance: Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00 per occurrence.

Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Contractor 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, Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

17. INDEMNIFICATION. Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of City counsel, defend or pay for an attorney selected by City counsel to defend City, its Commission, officers, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform City in advance of planned actions and/or conduct related to Contractor’s handling of any such action or claim. City shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of City being a governmental entity.

City shall not be liable for, and Contractor agrees to indemnify City against, any liability resulting from injury or illness, of any kind whatsoever, to Contractor’s employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

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

18. PERFORMANCE BOND. Contractor shall post a performance bond for the total amount of the Work.

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

20. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESPOND TO DAMAGED PROPERTY. Contractor shall maintain a safe and secure worksite for the duration of the Work. Contractor shall maintain all areas in a neat and presentable condition. Contractor 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.

Contractor 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. Contractor 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 Contractor's Work on or around such property.

In case of failure on the part of Contractor 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 Contractor under the Agreement. Nothing in this provision shall prevent Contractor 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 Contractor, its employees or agents.

21. 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 City 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, Contractor 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, Contractor 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 the Contractor 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.

22. WARRANTIES AND REPRESENTATIONS. Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Contractor 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. Contractor 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.

Contractor 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 Contractor 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 Contractor 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 Contractor shall promptly comply therewith at its sole cost and expense.

Any warranty provided by Contractor or for which Contractor 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 Contractor be discovered after the final payment has been made, to claim and recover from Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

23. 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 Contractor who participated in the Work that is the subject of this Agreement.

24. REMEDIES.

A) Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor'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 Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Contractor 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.

25. WASTE AND HAZARDOUS MATERIAL DISPOSAL. Contractor 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.

26. 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.

27. 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.

28. 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.

29. 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.

- 30. 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.
- 31. CHANGES IN WORK ITEMS OR SCOPE.** City and Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by Contractor 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 Contractor unless Contractor 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 Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.
- 32. GUARANTEES AND WARRANTIES.** Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing by City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by subcontractors as well as work done by Contractor.
- 33. BREACH.** Failure of Contractor 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, Contractor 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 Contractor to cure said default, unless tCity disputes satisfactory performance of services.
- 34. 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.

35. NO THIRD PARTIES BENEFICIARIES. This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.

36. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and Local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

37. WAIVER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

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

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

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

39. FUNDING. The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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

Every Contractor 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. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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

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

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

43. 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.

44. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Contractor 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, Contractor represents and certifies that Contractor 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 Contractor 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. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.

45. 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.

46. 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, Contractor 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.

47. NON-DISCRIMINATION. Contractor 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. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees, for the period during

which services are provided. Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

48. 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

SAMPLE

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

CONTRACTOR-_____.

By:_____

Title: _____

Date:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary:_____

Print Name: _____

My Commission Expires: _____

CITY OF KISSIMMEE

Olga Gonzalez, Mayor

Date: _____

Attest:

City Clerk

Approved as to form and legality:

City Attorney

EXHIBIT A

RFP

SAMPLE

EXHIBIT B
CONTRACTOR'S PROPOSAL

SAMPLE

EXHIBIT B
CONTRACTOR'S PROPOSAL

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2024-003**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Rose Hill Cemetery Columbarium	\$ 38,460.00
2	Concrete Slab	\$ 31,280.00
<u>Bid Alternates:</u>		
1	Rose Hill Cemetery Columbarium w/o extra fastening tools (# 8)	\$ 37,460.00

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)


(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

 We do not take exception to Specifications.
(initial)

 We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)

COMPANY NAME Monument Warehouse LLC
COMPANY ADDRESS 1551 Mineral Springs Rd
Elberton GA 30635

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: 
(signature)

DATE: March 7 2024

Ganesh Muruganantham
(typed name/title of signer)

EMAIL: gm@monumentwarehouse.com

TELEPHONE NO.: (706) 567-0197

FAX NO.: (800) 300-8025

February 21, 2024

Page 1 of 2

Addendum No. 1

Project: Rose Hill Cemetery Columbarium
Bid No: RFP2024-002

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Question: Are we responsible for prep work?

Answer: No, the City will prep the grounds.

Question: Do you want single sided or double sided, single door, double niches?

Answer: Double Sided

Question: The measurements in your bid, do they have to be exact?

Answer: No, does not have to be exact.

Question: Do you want decorative concrete so that they will match?

Answer: No, just standard concrete.

Question: Do we need to have an itemized quote?

Answer: Yes, we will provide a new schedule of offers to go along with the itemized quote.

Question: Will you require a key for the niches?

Answer: Yes, see item # 8 of scope of work. The schedule of offers has been updated with bid alternate for the Columbarium without the extra fastening tools (item # 8)

Question: Will the layout be the same as what you currently have?, with or without slab?

Answer: Yes, it should be similar to what currently exists. The schedule of offers has been updated for the concrete slab as an option.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

(Signature)

COMPANY NAME

Monument Warehouse LLC

COMPANY ADDRESS

1551 Mineral Springs Rd Elberton GA 30635

BY:

DATE: March 7 2024

(signature)

Ganesh Muruganantham

EMAIL: gm@monumentwarehouse.com

(typed name/title of signer)

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

Attachment B

Understanding of RFP Procedures, Terms and Conditions

(To be returned with qualifications submission)

**Invitation to Submit Proposal
City of Kissimmee, Florida
RFP2024-003**

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Development Team: Monument Warehouse LLC

Representative's Signature: 

Representative's Printed Name: Ganesh Muruganantham

Date: March 7 2024

Attachment C

REFERENCES: Each Bidder must **submit with the bid**, three (3) references. References shall be of similar scope of work as the City to whom the Bidder has supplied the same services. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind.

1. Company Name: City of Winter Park Winter Park FL
Contact Name: Michael Webb
Contact e-mail: mwebb@cityofwinterpark.org
Contact Phone Number: 407.599.3252
Description of Work: 610 niche Cremation Garden Pineywood Cemetery
Design, Build, Construct and Install - Complete turnkey project

Contact Amount: \$400,561.00 Contact Start Date: April 8 2021
2. Company Name: Bryan City Cemetery Columbariums
Contact Name: Marcus Walker
Contact e-mail: mwalker@bryantx.gov
Contact Phone Number: (979)209-5522
Description of Work: (4) 64 Niche Columbariums

Contact Amount: \$85,600.00 Contact Start Date: Feb 2023
3. Company Name: Three Columbarium with 80 niches for Rose Hill Cemetery
Contact Name: Scotty Davis Cemetery Sexton City of Idaho Falls
Contact e-mail: SDavis@idahofallsidaho.gov
Contact Phone Number: (208) 612-8488
Description of Work: (3) 80 Niches Columbariums

Contact Amount: \$84,300.00 Contact Start Date: March 2022

Monument Warehouse LLC 1551 Mineral Springs Rd Elberton GA 30635
(800) 300-8025 x 3102 gm@monumentwarehouse.com



March 7 2024

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

Dear Purchasing officer,

We are a quarrier, manufacturer and wholesaler distributor of granite monuments, columbariums, mausoleums and civic memorials. We are based out of Elberton GA - The Granite Capital of the World.

We have attached our bid for
RFP2024-002 Rose Hill Cemetery Columbarium
Provide and install (2) 48-niche Columbariums

We have also attached documents introducing our company, capabilities and references of past and current projects.

Please let me know if you have any questions or need additional information.

Thank you for the opportunity.

Best regards

Ganesh Muruganantham
Managing Member
Monument Warehouse
(800) 300-8025 x 3102
gm@monumentwarehouse.com

Monument Warehouse LLC 1551 Mineral Springs Rd Elberton GA 30635
(800) 300-8025 x 3102 gm@monumentwarehouse.com



RFP2024-002 Rose Hill Cemetery Columbarium
(2) 48 Niche Columbariums - Total of 96 Niches

Highlights

180 days turnaround time

100% All Granite Construction

Stainless steel dowel pins will be used and epoxied with speciality granite epoxy

All dimensions will meet and exceed the bid specifications

Warranty - 10 years on material and workmanship

Replacement hardware, doors are available

We also provide engraving services for the niche doors

QUARRY DIRECT - CONCEPT TO INSTALLATION

INTRODUCTION

PROFILE

Name	Monument Warehouse LLC
Contact	Ganesh Muruganantham Managing Member
Address	1551 Mineral Springs Rd Elberton GA 30635
Phone	(800) 300-8025 x 3102 . Cell Phone - (706) 567-0197
Fax	(800) 300-8025
Email	gm@monumentwarehouse.com
Entity type	Limited Liability Corporation - State of Georgia - Incorporated - Jan 21, 2010 Small Business
DUNS	053139750
FEIN	27-1740331



Monument Warehouse is your one stop source for all your memorial project needs. We are a Quarrier, Manufacturer, Designer and Builder of lasting, and meaningful works of art in Granite, Marble, Porcelain, Bronze, and Stainless steel. From the quarry to installation, concept to installation, and beyond, we do it all.

We are engineers, builders, craftsmen, designers, artists, sculptors, stone masons, graphics designers, CAD draftsmen, with decades of expertise in memorial building. Above all we are driven by passion. Passion to make a difference in our own unique ways.

What does that mean for you? We understand what it takes from the start to finish. Using our expertise we incorporate all possibilities of execution right in the design stage to avoid any surprises down the line. It means that instead of hiring an artist, architect, and a designer to create a concept design, and then searching for a manufacturer to produce the monument and a contractor to build and install it, you can find everything you need in our one-stop-source - From our quarriers to you.

Using our background, experience, expertise and infrastructure we remove the hassle and headache out of building a meaningful memorial project. Our goal is to work with clients who don't have the vision or the expertise to bring their projects together on their own. We understand that it can be daunting, stressful and above all hard to know where to start when it comes to conceiving and building a project that is so meaningful and impactful on a community.

With over 250,000 square feet of built-up area, our own worldwide manufacturing and distribution facilities specialize in crafting monuments and memorials that we proudly call ours. Based out of Elberton GA - "The granite capital of the world", we build memorials that are larger than life and often the best tribute that anyone could have built.

We operate our own quarries and factories that manufacture the monuments. Using our own infrastructure allows us to have complete control over the quality of the process because of the seamless integration of the entire supply chain.

We have over 750 wholesale customers in the monument industry - Retail monument dealers, funeral homes, and cemeteries. Apart from wholesale, we work with veterans organizations, government agencies and independent organizations to help design and build large civic memorials, war memorials and memorial parks consisting of monuments, benches, statues, pavers, utilities for lighting, acoustics, water and fire features.

Highlight

Quarry Direct - From the Quarries to the installation - We are one single source

Infrastructure - Own quarries, factories worldwide with over half a million square feet of manufacturing infrastructure. About 200,000 square feet of production and warehousing space in India and China. 8 locations spread across 3 states in the USA.

Design capabilities - In house CAD/CAM department with experience in modern drafting and manufacturing software and tools.

Depending on the complexity of the project, site conditions, time to get approval for designs, regulatory compliance and weather conditions a project can take anywhere from 2 months to 8 months for completion. On an average a project takes about 6 months for completion during the fair weather conditions and about 8 months during the winter months.

Pictures of our facility



EXPERIENCE

We work with local government agencies to provide Columbariums for public cemeteries.

The following is the list of Columbarium projects that we have completed for city/town government agencies

1. Couch Cemetery - Town of Marshfield - Marshfield MA Phase 1	Completion	Aug. 2020
2. Couch Cemetery - Town of Marshfield - Marshfield MA Phase 2	Completion	Aug. 2022
3. Mausoleum for Georgia Bureau of Investigation	Completion	Feb. 2022
4. Construction of double sided Columbarium with benches Clermont FL	Completion	Oct. 2022
5. Three Columbariums with 80 niches for Rose Hill Cemetery Idaho Falls ID	Completion	Dec. 2022
6. 96 Niche Columbarium Orange County Veterans Cemetery Goshen NY	Completion	Aug. 2023
7. 610 niche Cremation Garden Pineywood Cemetery Winter Park FL	Completion	Sept. 2023
8. Four Columbariums with 64 Niches for Bryan City Cemetery Bryan TX	Completion	Sept. 2023

Complete details and pictures of the projects are described in the reference section.

MUNICIPAL STAFF SUPPORT

Municipal Staff Support will include the following

1. Granite material approval
2. Shop drawing approval
3. Provide access for delivery and installation trucks and cranes.
4. Help us with filling any paperwork needed for permits from the local government agencies.

EXPERIENCE IN WORKING WITH GOVERNMENT AGENCIES

We have worked with various Federal, State and local government agencies for Memorial projects, Monuments, Cemetery Columbariums and Mausoleums. Our recent work includes the Cemetery Columbarium Projects for Town of Marshfield MA, City of Idaho Falls ID, City of Clermont FL, Service monument for the department of defense, army base in Picatinny NJ, Korean War Memorial for the State of Pennsylvania, North Wales PA and most recently Service memorial for Florence County in Florence SC.

We build our products with one major aspect in mind - Will it convincingly last for 100s of years and still be relevant today, tomorrow and far into the future? All our products are made of long lasting materials. Primarily 100% natural granite with stainless steel elements for anchoring and porcelain for decoration.

REFERENCES AND PROJECTS DONE BY US

Couch Cemetery - Town of Marshfield - Marshfield MA Phase I

Completion Aug. 2020

DPW/Engineering Department 870 Moraine Street Marshfield, MA 02050

Duration 6 Months

Tom Molinari Engineer (781) 834-5561 tmolinari@townofmarshfield.org

This granite cremation niche columbarium is a part of the cremation garden project that is done for the Town of Marshfield.



This is a 456 niche columbarium cremation garden made out of 100% natural granite. Scope - Design and construction of community columbarium

REFERENCES AND PROJECTS DONE BY US

Couch Cemetery - Town of Marshfield - Marshfield MA Phase 2

Completion Aug. 2022

DPW/Engineering Department 870 Moraine Street Marshfield, MA 02050

Duration 12 Months

Tom Molinari Engineer (781) 834-5561 tmolinari@townofmarshfield.org

This granite cremation niche columbarium is a part of the cremation garden project that is done for the Town of Marshfield.



This is the final phase of this project. 3 additional 96 niche columbariums were added to the existing columbariums. We have already supplied 2 Columbarium niches as a part of phase 1.

REFERENCES AND PROJECTS DONE BY US

Construction of double sided Columbarium with benches

Completion OCT 2022

City of Clermont Procurement Services Department, 685 West
Montrose Street, 2nd Floor, Clermont, FL 34711

Duration 10 months

Freddy Suarez Procurement Services Director

EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350



This is a Gray granite with black door Columbarium - 100% all natural granite. 48 niches - double side. Matching granite Curved seat benches are a part of the Columbarium set.

REFERENCES AND PROJECTS DONE BY US

Three Columbarium with 80 niches for Rose Hill Cemetery	Completion DEC 2022
City of Idaho Falls Parks Office Rose Hill Cemetery 2355 Rollandet Ave Idaho Falls ID 83402	Duration 9 months
Scotty Davis Cemetery Sexton City of Idaho Falls EMAIL: SDavis@idahofallsidaho.gov Phone: (208) 612-8488	



Gray granite Columbarium with black doors - 100% all natural granite construction. 80 niche - double side columbarium

REFERENCES AND PROJECTS DONE BY US

Orange County Veterans Cemetery
Orange County Veterans Cemetery Goshen NY

Completion Sept. 2023

David L Andryshak 845-291-2470 DAndryshak@orangecountygov.com



REFERENCES AND PROJECTS DONE BY US

610 niche Cremation Garden Pineywood Cemetery
City of Winter Park Winter Park FL
Michael Webb - 407.599.3252 mwebb@cityofwinterpark.org

Completion Sept. 2023



This cremation garden project consists of a central hexagonal columbarium with peripheral custom design niche walls. The cremation garden has granite benches. Patio for the complete area is done with solid granite pavers.

REFERENCES AND PROJECTS DONE BY US

Bryan City Cemetery Columbariums

Completion Sept. 2023

Bryan City Cemetery Bryan TX

Duration 6 Months

Marcus Walker (979)209-5522 mwalker@bryantx.gov



ITEM 7.M

Approval to Award Johnson Controls Building Solutions, LLC, a Fire Alarm System Installation and Monitoring Services Contract for the Haven on Vine

Request

Approval to purchase a fire alarm system through Johnson Controls under the Sourcewell Cooperative Purchasing Agreement.

Explanation

The City purchased the old Super 8 hotel, now known as the Haven on Vine. We are in the process of converting the property into apartment units and emergency housing. The development includes studio apartments, two-bedroom apartments, providing low to moderate-income residential housing and bridge housing and emergency housing.

The existing fire alarm system is old and obsolete and needs to be replaced. The new system must seamlessly integrate with the existing city's alarm system. The selected system is proprietary and essential for synchronization with existing systems in city facilities and for ensuring ease of maintenance.

Staff has determined the pricing is fair and reasonable for the scope of services required, and the features provided by the system.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15110106-506292	HAVENHL205	Decrease	\$210,000	210000

Financial Summary:

This project is being funded and authorized under State Grant #HL205.

Recommendation

Staff recommends approving the contract with Johnson Controls Building Solutions, Inc. for the Haven on Vine fire alarm installation in an amount not to exceed \$210,000.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

City of Kissimmee

Attachment(s):

1. (S) - 5.1.2024 COK- Johnson Controls Agreement- Haven
2. City of Kissimmee Hotel - Fire Alarm Sourcewell Agreement
3. City of Kissimmee - Hotel All Buildings - Fire Alarm Layout with Updated Codes - 2024
(Exempt)

**AGREEMENT between CITY OF KISSIMMEE
and
CONTRACTOR.**

THIS AGREEMENT is made this _____ day of _____, 2024 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, FL 34741, hereinafter “City” and JOHNSON CONTROLS SECURITY SOLUTIONS LLC, a limited liability company, 6830 Shadowridge Drive, Suite 215, Orlando, FL 32812, hereinafter “Contractor” and each represents as follows:

WITNESSETH

WHEREAS, the CITY is in need of upgrading security and fire system monitoring, to secure infrastructure at the property known as the Haven on Vine, located at 1815 W. Vine and 1515 Hollywood Street (the “Property”); and

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

WHEREAS, pursuant to 4.3.1.2 of the City’s Purchasing code, the City may procure goods and services from bid or proposals through purchasing agreements with the National Joint Powers Alliance (NJPA), a national cooperative purchasing program; and

WHEREAS, pursuant to competitive bidding and selection process NJPA, as a Lead Agency, on behalf of its member agencies entered into NJPA Contract #030421-TIS, hereinafter “MASTER AGREEMENT” with **JOHNSON CONTROLS SECURITY SOLUTIONS LLC**, which allows other public agencies in need of similar products and services to make purchases through the existing contract, incorporated herein by this reference, and

WHEREAS, City has determined that it is economically advantageous and in the best interest to enter desires to contract with the Contractor to provide the service as detailed in the Service Proposal, attached hereto as Exhibit “A”.

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SERVICES.** Contractor agrees to provide products and services in accordance with Service Proposal attached as Exhibit “A” and incorporated herein.
3. **PREMISES.** Contractor agrees to provide these services at the locations described more particularly in the attached Exhibit “B”, Service Site Plan.

4. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary as well as all work incidental and pertinent thereto, in accordance with the Service Proposal, and this Agreement. Contractor shall provide these services in a professional workmanship manner in accordance with industry standards. Contractor shall provide a ten (10) year warranty on parts, labor and materials. Contractor shall provide a ten (10) year constant light guarantee.
5. **TERM.** The term of this Agreement shall be from the time of execution of the contract through December 31, 2024, the date of expiration of the initial term of the Master Agreement, unless sooner terminates as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date Contractor receives a copy or original of the fully executed Agreement, which receipt will be considered Notice to Proceed.
6. **PAYMENT.** The City agrees to pay Contractor the total NOT TO EXCEED the sum of Two Hundred Ten Thousand Dollars (\$210,000.00), as set forth in the Service Proposal in Exhibit A & B. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
7. **INSURANCE.** Contractor shall furnish the City with a performance contract bond and a labor and material bond each in the amount of Zero Dollars (\$00). Contractor is required to submit to the City Certificates of Insurance naming the City of Kissimmee as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** The Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000 for Employers' Liability.
 - B. **Comprehensive General Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00

8. **PURCHASE ORDERS.** The City may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Service Proposal that is found to be needed during the work on the Project to complete the Project over and above the contracted amount. Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

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

Upon termination, Contractor shall bill the City of Kissimmee for all amounts not previously billed and due to the contractor at that time. The Contractor shall not be entitled to a professional fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Contractor, unless specifically approved or requested by the City of Kissimmee. The Contractor shall however, be entitled to payment for services commenced and approved by the City of Kissimmee prior to receipt of notice, or with the expressed written consent of the City of Kissimmee, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City may provide or employ any

necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

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

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

12. **BREACH.** Failure of Contractor of the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

13. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contract nature, thus, subcontracting any portion of this Agreement is prohibited unless Contractor obtains the City's prior written consent.

14. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

15. **JURY TRIAL, WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

16. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under

this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

17. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, FL 34741

Notice to Contractor:

Johnson Controls Security Solutions LLC
6830 Shadowridge Drive, Suite 215
Orlando, FL 32812

18. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Exhibits and together with Master Agreement (#030421-TIS) referenced herein, shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
19. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only if written and valued considerations exchanged.

Signature page to follow

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

CONTRACTOR _____

By: _____

Title: _____

Date: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for _____, a Florida for-profit corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Printed

Name: _____

My Commission

Expires: _____

CITY OF KISSIMMEE

By: _____

Date: _____

ATTEST:

This Proposal is in Compliance with Sourcewell



Contract# 030421-TIS



**Proposal for
City of Kissimmee Hotel
1815 W Vine St
Kissimmee, FL 34741
02/07/2024**

This Johnson Controls Security Solutions LLC Proposal (the "Proposal") contains Johnson Controls proprietary and business confidential information and may not be shared with third parties without the prior written consent of Johnson Controls. The system design and specified equipment are subject to final approval by your local fire department or other authority having jurisdiction. This Proposal is valid for a period of thirty (30) days from the above date and any deletions or additions to this Proposal may result in changes to the pricing and/or terms and conditions.

Inquiries regarding this proposal may be directed to:

Robert Hansen
Johnson Controls Security Solutions
Cell Phone #: 772-353-0518
Email: robert.1.hansen@jci.com



City of Kissimmee Hotel
1815 W Vine St
Kissimmee, FL 34741
Estimate Name: City of Kissimmee Hotel - Fire 10.23
Sourcewell Member ID: 44339

DATE 02/07/2024

Dear Javier Romero:

Thank you for allowing Johnson Controls Security Solutions LLC (Johnson Controls) the opportunity to provide City of Kissimmee Hotel with our proposal for City of Kissimmee Hotel - Fire 10.23.

As an industry leader, Johnson Controls' desire is to bring experience, industry insight and value to our customers by providing solutions that deliver lasting results while help keeping risk to a minimum. Your business is our business and helping to reduce your losses while improving operations means Johnson Controls is consistently evaluating your issues and needs.

Johnson Controls provides integrated security solutions to businesses like yours throughout the world. In North America, Johnson Controls maintains over 200 full-service brick and mortar offices, staffed by more than 10,000 company-trained employees, including over 3,700 service personnel. With unparalleled presence across the U.S., Johnson Controls service and installation teams are specially trained and focused on our technology offerings.

We are proud of our history, financial strength and depth and breadth of services we offer and I look forward to discussing our proposal with you and showing you why Johnson Controls is the premier leader in the electronic security industry.

I offer you my personal commitment to help ensure Johnson Controls meets your business needs.

Sincerely,

Robert Hansen
Commercial Business Solutions

License Information: **AL** 2016/17-1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 **AK** 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 **AR** 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 **AZ** ROC281489, 18267-0 **CA** 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 **DC** ECS1327 **FL** EF20000890, EF20000341, EF0000478 **GA** LVA002833, LVA205386, LVU004635 **HI** CT-32427 **ID** PWC-C-12256-A-4, RCE-33602, EC012834 **IL** 127001526, 128000247, 128000246, 128000243 **LA** 24889, F523, F489 **MA** 401-C, **MI** 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; **MN** TS651063 **MS** 15024088, 19530-**SC** **NC** 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 **NJ** 34BF00050200, P00451, 607013 **NM** 375283 **NV** 0077542, F470, F469, **NY** 12000327404, Licensed by NYS Dept. of State **OH** E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 **OK** AC-67 **OR** CLE-322, 197010, AC-67 **PA** Pennsylvania Home Improvement Contractor Registration Number; PA010083 **RI** 18004, AF-09170 **TN** ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 **TX** B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 **UT** 8390557-6501 **VA** 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 **WA** JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 **WV** 050291.

See a comprehensive list of licenses on <http://www.johnsoncontrols.com>. **California Customers Only:** Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



City of Kissimmee Hotel
1815 W Vine St
Kissimmee, FL 34741
Estimate Name: City of Kissimmee Hotel - Fire 10.23
Sourcewell Member ID: 44339

PAYMENT OPTIONS

Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package:	\$ 210,000.00
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**JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS
INFORMATION**



SCOPE OF WORK

This proposal presented by Johnson Controls is being provided at the request of City of Kissimmee Hotel to successfully meet the specifications of the City of Kissimmee Hotel - Fire 10.23 Project at the 1815 W Vine St, Kissimmee, FL 34741 location.

We propose to install and maintain a FA system which will consist of the following:

1. Contact Information: Javier Romero (Customer) - 407-799-7450
Robert Hansen (Johnson Control) - 772-353-0518
2. System Operation: NEW FIRE ALARM SYSTEM.
THE NEW SYSTEM SHALL INCLUDE:
 - AN ADDRESSABLE FIRE ALARM CONTROL UNIT.
 - AN EXTERNAL FIRE ALARM CELLULAR COMMUNICATOR IS TO BE INSTALLED BY THE CONTROL UNIT.
 - A DOCUMENT BOX IS TO BE INSTALLED BY THE CONTROL UNIT.
 - A FIRE ALARM ANNUNCIATOR IS TO BE INSTALLED AT THE FRONT ENTRANCE IN THE WEST GUEST UNIT BUILDING.
 - A SMOKE DETECTOR IS TO BE INSTALLED ABOVE THE CONTROL UNIT AND REMOTE NAC BOOSTER POWER SUPPLIES.
 - MANUAL PULL STATIONS ARE TO BE INSTALLED WITHIN 5' OF EGRESS DOORS.
 - WALL-MOUNTED HORN/STROBES ARE TO BE INSTALLED IN COMMON AREAS.
 - WALL-MOUNTED WEATHER-PROOF HORN/STROBES ARE TO BE INSTALLED IN CORRIDORS.
 - WALL-MOUNTED STROBES ARE TO BE INSTALLED IN BATHROOMS IN THE WEST GUEST UNIT BUILDING.
 - A WEATHER-PROOF HORN/STROBE SHALL BE INSTALLED OUTDOORS AT THE MAIN ENTRANCE.

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



- LOW-FREQUENCY HORNS SHALL BE PROVIDED TO BE INSTALLED IN BEDROOM AREAS.
- LOW-FREQUENCY HORN/STROBES SHALL BE PROVIDED TO BE INSTALLED IN ADA ROOMS.
- LOW-VOLTAGE SURGE SUPPRESSORS SHALL BE PROVIDED TO BE INSTALLED BETWEEN BUILDINGS FOR CIRCUIT PROTECTION.
- MONITORING MODULES SHALL BE PROVIDED TO SUPERVISE THE SPRINKLER WATER-FLOW AND TAMPER SWITCHES.
- 120VAC SURGE SUPPRESSORS SHALL BE PROVIDED TO PROTECT AC CIRCUITS USED FOR FIRE ALARM EQUIPMENT.
- ISOLATOR MODULES SHALL BE PROVIDED TO ISOLATE CIRCUITS BETWEEN FLOORS AND SHALL BE INSTALLED ACCORDING TO FOLLOWING THE NFPA 72 GUIDELINES.

THE NEW FIRE ALARM SYSTEM SHALL MONITOR AND CONTROL ALL INITIATING DEVICES AND NOTIFICATION APPLIANCES.

THE NEW FIRE ALARM SYSTEM SHALL COMMUNICATE TO THE MONITORING STATION VIA THE 4100-2504 CONNECTED SERVICES GATEWAY.

THE BUILDING IS SPRINKLERED.

- | | |
|----------------------------|---|
| 3. Programming Info: | As required by code.
Fire panel is to be programmed per local code, monitoring is to JCI. |
| 4. Site Conditions: | Existing building. |
| 5. Existing Equipment: | Upon AHJ acceptance of new system, the existing fire alarm shall be removed.
Coordinate with site handyman for to patch & paint walls from existing equipment's removal. |

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



- | | |
|---|--|
| 6. Customer Expectations: | Code compliant, functional system installed in a professional manner.
Clean up trash and project scrap at end of each shift. |
| 7. Training Expectations: | Demonstrate basic panel functions |
| 8. General Comments: | No work shall be performed until all applicable codes have been obtained |
| 9. Customer Responsibilities / Tyco Exclusions: | Sprinkler contractor if full flow is required.
Unfettered access to all areas in scope |
| 10. Documentation Needs: | NCOE shall provide docs upon customer acceptance of proposal. Manuals and installation instructions for all devices shall be left next to the FACP in records cabinet. |

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



BILL OF MATERIALS

City of Kissimmee Hotel - Fire 10.23 System

QTY	PRODUCT CODE	DESCRIPTION
1	Line Item Comment	**** FIRE ALARM PANEL-4100 ****
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	4100-2151	1BAY GLASS DR PKG FACTORY ONLY
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE
1	4100-6104	ESNET NTWK INTERFACE CARD SLOT
1	4100-5451	IDNAC CARD
1	4100-6310	ESNET NTWK INTERFACE CARD FLAT
1	4100-6309	ES NET MM FIBER MEDIA CARD
1	4100-3117	MSTR CTLR IDNET2, FACTORY ONLY
1	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-5131	ES-PS FAN MODULE
1	2081-9276	BP33-12B2S 12V 33AH 20 HR
1	2975-9441	1 BAY BB/GDOOR/DRESS PNL RED
1	Line Item Comment	**** Fire Alarm Programming 4100ES Main Panel ****
1	4100-8810	APPLICATION PROGRAMMING FACTORY
30	4100-7999	APPS HOURLY PROGRAMMING
1	Line Item Comment	**** FIRE ALARM PANEL 4007ES Secondary Panel ****
3	4007-9201	4007ES FACP, IDNAC, RED
6	2081-9288	12V 12.7AH 5.95"LX3.86"DX3.7"H
3	4007-8810	4007ES FACTORY PROGRAMMING
3	4007-7999	APPS HOURLY PROGRAMMING
3	4007-6309	ES NET MM FIBER MEDIA CARD
3	4007-9817	ESNET NTWK INTERFACE CARD FLAT
1	Line Item Comment	**** ANNUNCIATOR 4100ES****
1	4603-9101	LCD ANNUNCIATOR
1	2975-9206	6 GANG SURF BOX, 2-3/4 IN DEEP
1	Line Item Comment	**** IDNAC/NAC POWER SUPLIES ****
5	4009-9602	IDNAC REPEATER RED
10	2081-9274	12V 10AH 5.95"LX3.86"DX3.70"H
2	2080-9047	COMM CORD RJ-45/SPADE 14FT
1	Line Item Comment	**** FIRE ALARM COMMUNICATORS ****
1	VI-CFBPS-J	COMMERCIAL FIRE/BURG VERIZON DUAL PATH I, LTE NETWORK
1	477967	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah
1	HPTCOVER	Wall Transformer Enclosure
1	ACD-50	50 ft of low loss cable for TG Digital
1	EXDL-0	LOW PROFILE OMNIDIRECTIONAL EXTERNAL ANTENNA FOR TG (LTE/3G/CDMA)
1	Line Item Comment	**** DOCUMENT BOX ****
4	SSU00672	FIRE DRAWING BOX RED

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

QTY	PRODUCT CODE	DESCRIPTION
1	Line Item Comment	**** INITIATING DEVICES ****
7	4098-9714	SSD PHOTO SENSOR
7	4098-9792	ADDRESSABLE BASE W/O REMOTE LED CONNECTION
23	4099-9006	STATION-LED, DA PUSH ADDR
26	2099-9139	PULL STAT CAST D/A B LOCK SPST
26	2975-9211	WEATHERPROOF BOX FOR 2099-9138
54	4090-9001	ADDRESSABLE SUPERVISED MODULE
54	4090-9810	ADDRESSABLE MODULE BRACKET 1 POSITION
54	4081-9004	EOL HARNESS (6.8K 1/2W 5%)
54	4090-9807	ZONE/MODULE COVER SURFACE SG GALVINIZED STEEL
1	Line Item Comment	****ADDRESSABLE NOTIFICATION DEVICES ****
2	49VO-WRF	VO, WALL RED FIRE
43	49AV-WRF	AV, WALL RED FIRE
40	49AV-WRFO	AV, WALL RED FIRE WP
40	49WPBB-AVVOWR	WP BACK BOX AV OR VO WALL RED
147	49MT-WRF	MT, WALL RED FIRE
16	49MTV-WRF	MTV, WALL RED FIRE
1	NSI_COMPU-LINK/ANIXTER INC.	COMPU-LINK FK4OUT-5D5DPE-4-2000FT LC-LC OM4 4F BLACK OSP W/PULLING EYE
7	DTK-120HW	120VAC
16	2081-9044	IDNET
16	2081-9028	IDNAC
1	Testing	Testing
1	Programming	Programming
1	Line Item Comment	**** ENGINEERING ****
1	Permit Fees (Production)	Permit Fees
1	COE Fire Alarm Design and Submittals	COE Fire Alarm Design & Submittals
1	GCoE - Engineering - Fire	GCoE - Engineering - Fire
1	Professional Engineer Stamp	Professional Engineer Stamp
1	Inspections	Inspections - Fire or Card Access or Low Voltage
1	Line Item Comment	**** Qualification / Clarification ****
1	Line Item Comment	*** Dedicated 120 VAC power shall be connected to the fire alarm panels and supplied by others.
1	Line Item Comment	*** The communication to the monitoring station is made via the 4100-2504 connected services
1	Line Item Comment	*** All work shall be preformed during normal Business hours
1	Line Item Comment	*** The estimate assumes JCI shall have unfettered access to all areas in the scope
1	Line Item Comment	*** No monies for patching and or painting have been included
1	95	Other Service or No Service as specified PROVIDED
1	Standard Estimate	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



City of Kissimmee Hotel
1815 W Vine St
Kissimmee, FL 34741
Estimate Name: City of Kissimmee Hotel - Fire 10.23
Sourcewell Member ID: 44339

NOTES

Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act ("PWA") applies. If this is incorrect, please advise in writing before submittal of a purchase order and provide the applicable wage determination and we will provide a revised quote.

Note #2: This proposal DOES NOT include any applicable Local, State or Federal taxes.

Note #3: Customer to provide Power and Telco Communications

Note #4: Price includes a One Year Warranty on Material & Labor. Warranty is Standard Warranty only & any upgraded maintenance packages are not covered under this warranty

Note #5: Any award resulting from this proposal that is over \$10,000 or over 30 days from start to completion will be eligible for progress billing

Note #6: Please include Sourcewell Contract# 030421-TIS on your Purchase Order

**JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS
INFORMATION**

ITEM 8.A

Presentation of the Downtown CRA Annual Comprehensive Financial Report for the year ended September 30, 2023

Request

Acceptance of the Downtown CRA Annual Comprehensive Financial Report for the year ended September 30, 2023.

Explanation

The Downtown Community Redevelopment Agency Annual Comprehensive Financial Report for the year ended September 30, 2023 was issued in April 2023. The City's external auditors, Purvis Gray & Company, LLP, have given the City an unmodified opinion which means the financial statements conform with generally accepted accounting principles and present fairly, in all material respects, the financial position of the City and the results of its operations.

Purvis Gray & Company, LLP, will be present to answer any questions the Commission may have about the audited financial statements or the required communication letter.

Recommendation

Accept the Downtown CRA Annual Comprehensive Financial Report for the year ended September 30, 2023.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Finance

Presenter: Tavia Ritchie

Attachment(s):

1. 2023 kissimmee community redevelopment agency
2. 11368AR23 Final SAS114 City of Kissimmee CRA

Kissimmee Community Redevelopment Agency
Kissimmee, Florida
Annual Financial Report
For the Year Ended September 30, 2023

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT**

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

SEPTEMBER 30, 2023

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INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of governmental activities and the major fund of the Kissimmee Community Redevelopment Agency (the CRA), a component unit of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the CRA, as of September 30, 2023, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa

purvisgray.com

Members of American and Florida Institutes of Certified Public Accountants

An Independent Member of the BDO Alliance USA

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedule, as listed in the table of contents, are presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 11, 2024, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CRA's internal control over financial reporting and compliance.



April 11, 2024
Ocala, Florida

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

This supplement to the Independent Auditor's Report and Financial Statements has been developed in accordance with the Government Accounting Standards Board Statement No. 34. It is intended to provide the readers of this report with a general overview of the financial activities of the Kissimmee Community Redevelopment Agency (the CRA). The CRA provides the following discussion and analysis of the CRA's financial activities for the fiscal year ended September 30, 2023. Management's Discussion and Analysis is designed to: (a) assist the reader to focus on significant financial issues, (b) provide an overview of the CRA's financial activities, (c) identify changes in the CRA's financial position, (d) identify material deviations from the financial plan, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

The CRA

The CRA was created under Chapter 163, Florida Statutes, and City of Kissimmee (the City) Ordinance No. 1893. The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

These financial statements are presented for the purpose of complying with state law, specifically Florida Statute Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000.

Financial Highlights

- The assets of the CRA exceeded its liabilities at the close of the most recent fiscal year by \$6,522,096.
- The CRA's fund balance increased by \$2,400,411 as a result of 2023 operations.
- Revenues for fiscal year 2023 were \$4,457,673 while expenditures totaled \$2,057,262.
- For the period ended September 30, 2023, actual revenues exceeded budgeted revenues by \$1,700,940 while actual expenditures were \$3,215,399 less than budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of the following four (4) components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Financial Statements
- Required Supplementary Information

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

The *Statement of Net Position* presents financial information on all of the CRA's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The *Statement of Activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements listed above distinguish functions of the CRA that are principally supported by ad-valorem taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activity of the CRA is general government. The CRA currently has no business-type activities.

The government-wide financial statements include only the activities of the CRA. However, the CRA is considered a blended component unit of the City and, as such, the financial information of the CRA is also included in the City's Annual Comprehensive Financial Report for each fiscal year.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the CRA's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the CRA's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

General Fund

The General Fund is the primary operating fund of the CRA and accounts for all financial resources of the CRA.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

Restricted Fund Balance

Fund Balance should be reported as restricted when constraints are placed on the use of resources, such as enabling legislation which authorizes the government to assess, levy, charge, or otherwise mandate payment of resources. All of the CRA's fund balance is considered restricted.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information (RSI)

Included in this section of the report is the Budgetary Comparison Schedule.

Government-Wide Financial Analysis

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of the CRA's financial position. In the case of the CRA, assets exceeded liabilities by \$6,522,096 (*net position*) as of the close of the most recent fiscal year with an increase of \$2,408,754 in Cash and Cash Equivalents in comparison with the prior year.

The following table reflects a summary of the *Statement of Net Position* for the current and prior year as of September 30:

	<u>2023</u>	<u>2022</u>
Assets		
Cash and Cash Equivalents	\$ 6,545,961	\$ 4,137,207
Total Assets	<u>6,545,961</u>	<u>4,137,207</u>
Liabilities and Fund Balances		
Liabilities		
Accounts Payable	23,865	15,522
Retainage Payable	-	-
Total Liabilities	<u>23,865</u>	<u>15,522</u>
Net Position		
Restricted for Community Redevelopment	6,522,096	4,121,685
Total Net Position	<u>\$ 6,522,096</u>	<u>\$ 4,121,685</u>

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

Statement of Activities

The following table reflects the *Statement of Activities* for the current and prior year for the fiscal year ended September 30:

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY		
	<u>2023</u>	<u>2022</u>
Expenses		
General Government	\$ 2,057,262	\$ 1,518,268
Total Expenses	<u>2,057,262</u>	<u>1,518,268</u>
General Revenues		
Property Taxes	2,679,955	2,414,424
Investment Income (Loss)	261,734	(6,734)
Miscellaneous Revenue	1,515,984	254,410
Total General Revenues	<u>4,457,673</u>	<u>2,662,100</u>
Net Change in Net Position	2,400,411	1,143,832
Net Position, Beginning of Year	<u>4,121,685</u>	<u>2,977,853</u>
Net Position, End of Year	<u><u>\$ 6,522,096</u></u>	<u><u>\$ 4,121,685</u></u>

Fiscal year 2023 activities increased the CRA's net position by \$2,400,411 from the prior year. This change resulted from an increase in expenses by \$538,994 from increased work on redevelopment projects during the 2023 year, offset by a minimal increase in tax increment revenues of \$265,531.

Miscellaneous Revenues increased by \$1,261,574 from prior year from the sale of property that corresponds to the phases of the overall project. The overall site will be sold in phases. The redevelopment consists of various medium to high density residential unit types, mixed- use and commercial buildings to compliment the nearby Medical Arts District and improve overall infrastructure.

Financial Analysis of the CRA's Funds

Governmental Funds

The focus of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The CRA's fund balance of \$6,522,096 is restricted for redevelopment projects within the CRA district.

Property taxes totaling \$2,679,955 represented approximately 60% of all revenues. The CRA's fund balance increased by \$2,406,897 in the current year. The increase of expenditures by \$538,994 were addressed above in the governmental activities discussion.

Miscellaneous Revenues increased by \$1,261,574 from prior year as discussed above.

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

Budgetary Highlights

An annual budget is prepared for the CRA and approved by the Board. The legal level of control is maintained at the fund level. During 2023, the Board approved a supplemental budget appropriation to provide for unanticipated requirements of the period. This appropriation caused an increase from the original budget of \$2,101,910, for general government expenditures. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of the fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles. The CRA underspent the final amended budget by \$3,215,399 for redevelopment project costs that carried over to the next year.

Capital Assets and Debt Administration

The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2023, can be found in the City's audited financial statements.

At September 30, 2023, the CRA had no long-term debt. Throughout each fiscal year, the CRA provides funds to the City's General Fund to cover a portion of the long-term debt that was incurred to be used for redevelopment and infrastructure projects.

Economic Factors and Future Developments

The CRA will continue to plan projects and infrastructure improvements that align with its redevelopment priorities for the designated district. The CRA will continue to implement the community's shared development goals through its redevelopment strategies and critical tasks.

Request for Information

This financial information is designed to present users with a general overview of the CRA's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Kissimmee Community Redevelopment Agency located at 101 Church Street, Kissimmee, Florida 34741.

FINANCIAL STATEMENTS

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2023

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Net Position</u>
Assets			
Cash and Cash Equivalents	\$ 6,545,961	\$ -	\$ 6,545,961
Total Assets	<u>6,545,961</u>	<u>-</u>	<u>6,545,961</u>
Liabilities			
Accounts Payable	23,865	-	23,865
Total Liabilities	<u>23,865</u>	<u>-</u>	<u>23,865</u>
Fund Balance			
Restricted for Community Redevelopment Projects	6,522,096	(6,522,096)	-
Total Fund Balance	<u>6,522,096</u>	<u>(6,522,096)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ 6,545,961</u>		
Net Position			
Restricted for:			
Community Redevelopment Projects		6,522,096	6,522,096
Total Net Position		<u>\$ 6,522,096</u>	<u>\$ 6,522,096</u>

KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR YEAR ENDED SEPTEMBER 30, 2023

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
Revenues			
Property Taxes - County	\$ 1,585,450	\$ -	\$ 1,585,450
Property Taxes - City	1,094,505	-	1,094,505
Investment Income	261,734	-	261,734
Miscellaneous Revenue	65,984	1,450,000	1,515,984
Total Revenues	<u>3,007,673</u>	<u>1,450,000</u>	<u>4,457,673</u>
Expenditures / Expenses			
Current:			
General Government	2,057,262	-	2,057,262
Capital Outlay:			
General Government - Contributed to Primary Government	-	-	-
Total Expenditures / Expenses	<u>2,057,262</u>	<u>-</u>	<u>2,057,262</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures / Expenses	<u>950,411</u>	<u>1,450,000</u>	<u>2,400,411</u>
Other Financing Sources (Uses)			
Proceeds from the City sale of Capital Assets	1,450,000	(1,450,000)	-
Total Other Financing Sources (Uses)	<u>1,450,000</u>	<u>(1,450,000)</u>	<u>-</u>
Net Change in Fund Balance / Net Position	2,400,411	-	2,400,411
Fund Balance/Net Position, Beginning of Year	4,121,685	-	4,121,685
Fund Balance/Net Position, End of Year	<u>\$ 6,522,096</u>	<u>\$ -</u>	<u>\$ 6,522,096</u>

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Note 1 - Summary of Significant Accounting Policies

The Kissimmee Community Redevelopment Agency's (the CRA) financial statements are prepared in accordance with generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies:

Reporting Entity

The CRA was created under the Florida Statutes, Chapter 163 Part III, and City of Kissimmee (the City) ordinance with the purpose of establishing the redevelopment priorities for the designated CRA district. In June 1993, City Ordinance No. 1893 established the Downtown redevelopment district (defined by Resolution 47-91 and added to by Resolution 11-93). The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

Financial Statements

These financial statements are presented for the purpose of complying with state law, specifically Florida Statutes, Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000. Entity-wide financial statements are prepared at the City-wide level by the City and include the CRA. Copies of that report can be obtained from the City's Finance Department.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are resources when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting, except for debt service expenditures, which are recorded only when payment is due.

Considering that the fund statements are presented on a different measurement focus and basis of accounting than the government-wide governmental activities column, a reconciliation is sometimes necessary to explain the adjustments needed to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Tax increment financing revenue and interest associated with the current fiscal period is considered to be measurable and has been recognized as revenues of the current fiscal year, if available.

When both restricted and unrestricted resources are available for use, it is the CRA's policy to use restricted resources first, and then unrestricted resources as they are needed.

The CRA reports the General Fund as a major governmental fund. The General Fund is used to account for all financial resources received by the CRA. The General Fund serves as the primary operating fund of the CRA. The CRA does not have any non-major funds.

Budgetary Requirements

An annual budget is prepared for the CRA as part of the City's budget process. The budget amounts presented in the accompanying financial statements are as originally adopted, or as legally amended, by the Commission during the year ended September 30, 2023. The City Manager is authorized to transfer budgeted amounts within the fund; however, all budget amendments require CRA Board approval and any budget amendments that alter the total expenditures of the fund must be approved by the Commission. During 2023, the Commission approved supplemental budget appropriations to provide for unanticipated requirements of the period and carryforward fund balance. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of each fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities and Net Position

Cash and Cash Equivalents and Investments

The CRA participates in the City's pooled cash and investment portfolio. This pool includes amounts with the State Board of Administration (SBA) Florida PRIME. Interest income earned as a result of pooling is distributed to the appropriate funds based on the average daily balance of cash in each fund for the period.

Capital Assets

Capital assets include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items). The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2023, can be found in the City's audited financial statements. As the capital assets are retained by the City, the CRA contributes capital to the City's General Fund for capital outlay related to the CRA's redevelopment and infrastructure projects.

Nature and Purpose of the Fund Balance

In the fund financial statements, the governmental fund reports fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in the fund can be spent. Amounts that are restricted to specific purposes either by: a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation, are classified as restricted fund balances.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board through an ordinance are classified as committed fund balances. Amounts that are constrained by the CRA's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. Assignments are made by the Board or the City Manager. Non-spendable fund balances include amounts that cannot be spent because they are either: a) not in spendable form, or b) legally or contractually required to be maintained intact. Unassigned fund balance represents fund balance that is not restricted, committed, or assigned to specific purposes within the General Fund.

Unspent tax increment financing revenues are restricted for future redevelopment projects and are reported as restricted fund balance in the financial statements. Unassigned fund balance, if any, represents fund balance that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Net Position

The government-wide statements utilize a net position presentation. Restricted net position is unspent tax increment financing revenues that are restricted for future redevelopment projects. Unrestricted net position represents the net position of the CRA that is not restricted for any project or purpose.

Other Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Contributions and Payments to City

Capital outlay is contributed by the CRA to the City's General Fund for capital outlay incurred for the CRA's redevelopment and infrastructure projects. The CRA also makes payments to the City's General Fund to cover a portion of the debt that was incurred and related to the CRA's redevelopment and infrastructure projects.

Payroll-Related Expenses and Liabilities

The employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2023, can be found in the City's audited financial statements.

Note 2 - Explanation of Certain Differences Between the Government-Wide and Fund Financial Statements

Statement of Net Position and Governmental Fund Balance Sheet

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

**NOTES TO FINANCIAL STATEMENTS
KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances

The governmental fund statement of revenues, expenditures, and changes in fund balance includes the adjustment of \$1,450,000 from the sale of City assets in the statements of activities for the current year.

Note 3 - Cash and Equity in Pooled Cash and Investments

At September 30, 2023, the CRA's funds are part of the City's cash and investment pool. The City maintains an investment policy managing pooled cash and investments that discusses the interest rate risk, credit risk, custodial risk and concentration of credit risk. This policy governs the CRA portion of the pool cash and investments. Further information on the City's pooled cash and investments can be found in the notes to the annual financial statements of the City.

The investments with Florida PRIME are reported at amortized cost in accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*. GASB Statement No. 79 establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. The CRA's investments in the Florida PRIME are similar to money market funds in which units are owned in the fund rather than the underlying investments. There are no limitations or restrictions on withdrawals from Florida PRIME; although in the occurrence of an event that has a material impact on liquidity or operations of the trust fund, the fund's executive director may limit contributions to or withdrawals from the trust fund for a period of 48 hours. At September 30, 2023, the fair value of the CRA's investment in the Florida PRIME is \$6,545,961. The weighted average maturity of the Florida PRIME is 36 days and it is rated AAAM by the S&P credit rating agency.

Note 4 - Tax Increment Financing Revenue

The CRA is primarily funded through tax increment financing revenue. The tax increment revenue is calculated by applying the adopted millage rate to the increase in current year taxable assessed valuations within the designated CRA district, using the year in which it was established as the "base year" (1992 for the Downtown district). The City and Osceola County (the County) are required to contribute 95% of the incremental property taxes levied each year for the Downtown district. For fiscal year 2023, the CRA received its calculated shares of \$1,585,450 from the County and \$1,094,505 from the City.

Note 5 – Commitment

To the extent permitted by the Redevelopment Act, the Downtown CRA shall reimburse the City for all costs incurred by the City on behalf of the Downtown CRA in connection with the issuance of the 2015B Note (and any note issued to refund the 2015B Note for debt service savings), the 2016 CRA Project Portion of the 2016 Bonds (and any bonds issued to refund the 2016 CRA Project Portion of the 2016 Bonds for debt service savings), and the 2022 CRA Project Portion of the 2022 Bonds. The funding is used to finance the cost of the design, installation, construction and reconstruction of street, public rights-of-way, drainage improvements and related improvements. The 2022 Bonds will be used to finance the cost of land acquisition and various infrastructure improvements to lands known as the "Beaumont Development Site" within the Downtown Community Redevelopment Area. As part of the master agreement with Skyview, the

City agreed to reimburse up to \$5.9 million dollars in infrastructure improvements of which \$1,937,338 paid to date. The City has agreed to a tax abatement of \$3.1 million dollars to be paid in 15 increments of \$206,667 per year one year after Phase 1 tax valuation.

On May 11, 2022, pursuant to the Master Resolution, as supplemented by Resolution No. 02-2022 (together, the "2022 Bond Documents"), adopted by the City Commission of the City on April 19, 2022, the City issued its Capital Improvement Revenue Refunding Bonds, Series 2022 and its Taxable Capital Improvement Revenue Refunding Bonds, Series 2022 (together, the "2022 Bonds"); a portion of the 2022 Bonds (the "2022 CRA Project Portion") will be used to finance the cost of land acquisition and various infrastructure improvements to lands known as the "Beaumont Development Site within the Downtown Community Redevelopment Area as contemplated by the Redevelopment Plan (the "2022 CRA Project"), and to pay costs of issuance allocable to the 2022 CRA Project Portion of the 2022 Bonds (A/B); the parties hereto desire to memorialize the terms under which the Downtown CRA shall reimburse the City for costs incurred by the City in furtherance of community redevelopment.

Total principal remaining on this bond is \$6,395,000 (2022A Bond), and \$2,780,000 (2022B Bond), payable through fiscal year 2051, and 2045, respectively. The principal remaining on (2015B) is \$2,275,000; and (2016B) \$4,454,100, payable through fiscal year 2030, and 2045, respectively. During the fiscal year, the City refinanced the 2021 commercial paper loan with the issuance of the (2022A) \$1,780,000; and (2022B) \$2,780,000 revenue refunding bonds in the total amount of \$4,560,000 to pay off the CRA's portion of the loan. There was no material savings/loss on the refinancing.

For the Downtown CRA's interest only paid on the 2022 bonds was \$547,552 for the year ended September 30, 2023. The Downtown CRA paid principal and interest was \$225,000, and \$70,249 (2015B); \$38,500, and \$197,873 (2016B) bonds, for year ended September 30, 2023, respectively.

REQUIRED SUPPLEMENTARY INFORMATION

**KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET TO ACTUAL
FOR YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts			
	Original	Final	Actual	Variance
Revenues				
Property Taxes - County	\$ 1,585,860	\$ 1,585,860	\$ 1,585,450	\$ (410)
Property Taxes - City	1,094,788	1,094,788	1,094,505	(283)
Investment Income	10,000	10,000	261,734	251,734
Miscellaneous Revenue	66,085	66,085	1,515,984	1,449,899
Total Revenues	<u>2,756,733</u>	<u>2,756,733</u>	<u>4,457,673</u>	<u>1,700,940</u>
Expenditures				
Current:				
General Government	3,170,751	3,546,358	2,057,262	1,489,096
Capital Outlay:				
General Government - Contributed	-	1,726,303	-	1,726,303
Total Expenditures	<u>3,170,751</u>	<u>5,272,661</u>	<u>2,057,262</u>	<u>3,215,399</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(414,018)</u>	<u>(2,515,928)</u>	<u>2,400,411</u>	<u>4,916,339</u>
Fund Balances, Beginning of Year	<u>1,263,852</u>	<u>2,515,928</u>	<u>4,121,685</u>	<u>2,857,833</u>
Fund Balances, End of Year	<u>\$ 849,834</u>	<u>\$ -</u>	<u>\$ 6,522,096</u>	<u>\$ 7,774,172</u>

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Kissimmee Community Redevelopment Agency (the CRA) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated April 11, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness on the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



April 11, 2024
Ocala, Florida

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTIONS 163.387(6) AND (7), FLORIDA STATUTES

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Community Redevelopment Agency's (the CRA) compliance with the requirements of Sections 163.387(6) and (7), Florida Statutes, as of and for the year ended September 30, 2023, as required by Section 10.556(10)(f), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



April 11, 2024
Ocala, Florida

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Community Redevelopment Agency's (the CRA) compliance with the requirements of Section 218.415, Florida Statutes, as of and for the year ended September 30, 2023, as required by Section 10.556(10)(a), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



April 11, 2024
Ocala, Florida

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MANAGEMENT LETTER

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the Kissimmee Community Redevelopment Agency (the CRA) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated April 11, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on examination conducted in accordance with the American Institute of Certified Public Accountants, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 11, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government be disclosed in this management Letter, unless disclosed in the notes to the financial statements (see Note 1 of the CRA's financial statements as of and for the year ended September 30, 2023, for this information).

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

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The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

MANAGEMENT LETTER

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2, *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In our management letter for the City of Kissimmee, Florida, the primary government associated with the CRA, we included an item, including management's response, which has partial applicability to the CRA.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the CRA reported the following information that was not subject to auditing procedures: Please see the attached information.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Honorable Mayor, and City of Kissimmee City Council and management and is not intended to be and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.



April 11, 2024
Ocala, Florida



CITY OF KISSIMMEE

Finance Department

101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2210 . FAX 407-518-2208

Kissimmee Community Redevelopment Agency

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Kissimmee Community Redevelopment Agency (CRA) reported:

- a. The total number of district employees compensated in the last pay period of the district's fiscal year as the employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2023, can be found in the City's audited financial statements.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as non-applicable.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as the employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2023, can be found in the City's audited financial statements.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as non-applicable.
- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as non-applicable.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as shown on the Budget to Actual schedule.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7., Rules of the Auditor General, the Kissimmee Community Redevelopment Agency (CRA) reported:

- a. The mileage rate or rates imposed by the district as 4.6253.
- b. The total amount of ad valorem taxes collected by or on behalf of the district as \$2,679,955.
- c. The total amount of outstanding bonds issued by the district and the terms of such bonds

as non-applicable.

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

We have audited the financial statements of the governmental activities and the major fund of the Kissimmee Community Redevelopment Agency (the CRA), a component unit of the City of Kissimmee, Florida (the City) for the year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 10, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the CRA are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year ended September 30, 2023. We noted no transactions entered into by the CRA during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events, and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. No significant accounting estimates were noted during our audit.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

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Kissimmee, Florida

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 11, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the CRA's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the CRA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures on the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI. Additionally, please note the following:

Interlocal Agreement With the City of Kissimmee

The CRA has entered into an Interlocal Agreement (the Agreement) with the City as discussed in Note 5. The Agreement states that the CRA annually transfers an amount equal to the principal and interest payments of debt that was issued by the City to either fully or partially fund CRA projects. Currently, in the CRA's separate financial statements there is a commitment note that describes the amount transferred to the City's Debt Service Funds.

The Board of Directors
Kissimmee Community Redevelopment Agency
Kissimmee, Florida

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the CRA, and is not intended to be, and should not be, used by anyone other than these specified parties.

PURVIS GRAY

April 11, 2024
Ocala, Florida

ITEM 8.B

Presentation of the Vine Street CRA Annual Comprehensive Financial Report for the year ended September 30, 2023

Request

Acceptance of the Vine Street CRA Annual Comprehensive Financial Report for the year ended September 30, 2023.

Explanation

The Vine Street Community Redevelopment Agency Annual Comprehensive Financial Report for the year ended September 30, 2023 was issued in April 2023. The City's external auditors, Purvis Gray & Company, LLP, have given the City an unmodified opinion which means the financial statements conform with generally accepted accounting principles and present fairly, in all material respects, the financial position of the City and the results of its operations. Purvis Gray & Company, LLP, will be present to answer any questions the Commission may have about the audited financial statements or the required communication letter.

Recommendation

Accept the Vine Street CRA Annual Comprehensive Financial Report for the year ended September 30, 2023.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Finance

Presenter: Tavia Ritchie

Attachment(s):

1. 2023 kissimmee vine street community redevelopment agency
2. 11368AR23 Final SAS114 Kissimmee Vine Street CRA

Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida
Annual Financial Report
For the Year Ended September 30, 2023

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT**

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA**

SEPTEMBER 30, 2023

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INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the major fund of the Kissimmee Vine Street Community Redevelopment Agency (the CRA), a component unit of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the CRA as of September 30, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedule, as listed in the table of contents, are presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 11, 2024, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

PURVIS GRAY

April 11, 2024
Ocala, Florida

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

This supplement to the Independent Auditor's Report and Financial Statements has been developed in accordance with the Government Accounting Standards Board Statement No. 34. It is intended to provide the readers of this report with a general overview of the financial activities of the Kissimmee Vine Street Community Redevelopment Agency (the CRA). The CRA provides the following discussion and analysis of the CRA's financial activities for the fiscal year ended September 30, 2023. Management's Discussion and Analysis is designed to: (a) assist the reader to focus on significant financial issues, (b) provide an overview of the CRA's financial activities, (c) identify changes in the CRA's financial position, (d) identify material deviations from the financial plan, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

The CRA

The CRA was created under Chapter 163, Florida Statutes, and City of Kissimmee (the City) Ordinance No. 2839. The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

These financial statements are presented for the purpose of complying with state law, specifically Florida Statute Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000.

Financial Highlights

- The assets of the CRA exceeded its liabilities at the close of the most recent fiscal year by \$4,514,192.
- The CRA's fund balance increased by \$1,557,938 as a result of 2023 operations.
- Revenues for fiscal year 2023 were \$1,771,021 while expenditures totaled \$213,083.
- For the period ended September 30, 2023, actual revenues were more than budgeted revenues by \$163,523 while actual expenditures were \$4,565,816 less than budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of the following four (4) components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Financial Statements
- Required Supplementary Information

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents financial information on all of the CRA's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The *Statement of Activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements listed above distinguish functions of the CRA that are principally supported by ad-valorem taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activity of the CRA is general government. The CRA currently has no business-type activities.

The government-wide financial statements include only the activities of the CRA. However, the CRA is considered a blended component unit of the City and, as such, the financial information of the CRA is also included in the City's Annual Comprehensive Financial Report for each fiscal year.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the CRA's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the CRA's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

General Fund

The General Fund is the primary operating fund of the CRA and accounts for all financial resources of the CRA.

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

Restricted Fund Balance

Fund Balance should be reported as restricted when constraints are placed on the use of resources, such as enabling legislation which authorizes the government to assess, levy, charge, or otherwise mandate payment of resources. All of the CRA's fund balance is considered restricted.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information (RSI)

Included in this section of the report is the Budgetary Comparison Schedule.

Government-Wide Financial Analysis

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of the CRA's financial position. In the case of the CRA, assets exceeded liabilities by \$4,514,192 (*net position*) as of the close of the most recent fiscal year, an increase of \$1,557,938 in comparison with the prior year.

The following table reflects a summary of the *Statement of Net Position* for the current and prior year as of September 30:

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY		
	<u>2023</u>	<u>2022</u>
Assets		
Cash and Cash Equivalents	\$ 4,515,767	\$ 2,956,254
Total Assets	<u>4,515,767</u>	<u>2,956,254</u>
Liabilities and Fund Balances		
Liabilities		
Accounts Payable	1,575	-
Total Liabilities	<u>1,575</u>	<u>-</u>
Net Position		
Restricted for Community Redevelopment	4,514,192	2,956,254
Total Net Position	<u>\$ 4,514,192</u>	<u>\$ 2,956,254</u>

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

Statement of Activities

The following table reflects the *Statement of Activities* for the current and prior year for the fiscal year ended September 30:

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY		
	<u>2023</u>	<u>2022</u>
Expenses		
General Government	\$ 213,083	\$ 170,692
Total Expenses	<u>213,083</u>	<u>170,692</u>
General Revenues		
Property Taxes	1,600,024	1,137,744
Investment Income	170,997	(2,345)
Miscellaneous Revenue	-	-
Total General Revenues	<u>1,771,021</u>	<u>1,135,399</u>
Net Change in Net Position	1,557,938	964,707
Net Position, Beginning of Year	<u>2,956,254</u>	<u>1,991,547</u>
Net Position, End of Year	<u><u>\$ 4,514,192</u></u>	<u><u>\$ 2,956,254</u></u>

Fiscal year 2023 activities increased the CRA's net position by \$1,557,938 from the prior year. This change resulted from an increase in tax increment financing revenues of \$462,280 in the current year due to an increase in property values within the CRA district. Expenses increased by \$42,391 from additional work on redevelopment projects during the 2023 year.

Financial Analysis of the CRA's Funds

Governmental Funds

The focus of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The CRA's fund balance of \$4,514,192 is restricted for redevelopment projects within the CRA district.

Property taxes totaling \$1,600,024 represented approximately 90% of all revenues. The CRA's fund balance increased by \$1,557,938 in the current year. The increase in tax increment financing revenues of \$462,280 and increase of expenditures by \$42,391 were addressed above in the governmental activities discussion.

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023**

Budgetary Highlights

An annual budget is prepared for the CRA and approved by the Board. The legal level of control is maintained at the fund level. During 2023, the Board approved a supplemental budget appropriation to provide for unanticipated requirements of the period. This appropriation caused an increase from the original budget of \$2,057,020, for general government expenditures. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of the fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles. The CRA underspent the final amended budget by \$4,565,816 for redevelopment project costs that carried over to the next year.

Capital Assets and Debt Administration

The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2023, can be found in the City's audited financial statements.

At September 30, 2023, the CRA had no long-term debt.

Economic Factors and Future Developments

The CRA will continue to plan projects and infrastructure improvements that align with its redevelopment priorities for the designated district. The CRA will continue to implement the community's shared development goals through its redevelopment strategies and critical tasks.

Request for Information

This financial information is designed to present users with a general overview of the CRA's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Kissimmee Vine Street Community Redevelopment Agency located at 101 Church Street, Kissimmee, Florida 34741.

FINANCIAL STATEMENTS

KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF NET POSITION AND GOVENMENTAL FUND BALANCE SHEET
SEPTEMBER 30, 2023

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Net Position</u>
Assets			
Cash and Cash Equivalents	\$ 4,515,767	\$ -	\$ 4,515,767
Total Assets	<u>4,515,767</u>	<u>-</u>	<u>4,515,767</u>
Liabilities			
Accounts Payable	1,575	-	1,575
Total Liabilities	<u>1,575</u>	<u>-</u>	<u>1,575</u>
Fund Balance			
Restricted for Community Redevelopment Projects	4,514,192	(4,514,192)	-
Total Fund Balance	<u>4,514,192</u>	<u>(4,514,192)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ 4,515,767</u>		
Net Position			
Restricted for:			
Community Redevelopment Projects		4,514,192	4,514,192
Total Net Position		<u>\$ 4,514,192</u>	<u>\$ 4,514,192</u>

See accompanying notes

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR YEAR ENDED SEPTEMBER 30, 2023**

	<u>General Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
Revenues			
Property Taxes - County	\$ 826,077	\$ -	\$ 826,077
Property Taxes - City	773,947	-	773,947
Investment Income	170,997	-	170,997
Total Revenues	<u>1,771,021</u>	<u>-</u>	<u>1,771,021</u>
Expenditures / Expenses			
Current:			
General Government	210,668	-	210,668
Capital Outlay:			
General Government - Contributed to Primary Government	2,415	-	2,415
Total Expenditures / Expenses	<u>213,083</u>	<u>-</u>	<u>213,083</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures / Expenses	<u>1,557,938</u>	<u>-</u>	<u>1,557,938</u>
Fund Balance/Net Position, Beginning of Year	<u>2,956,254</u>	<u>-</u>	<u>2,956,254</u>
Fund Balance/Net Position, End of Year	<u>\$ 4,514,192</u>	<u>\$ -</u>	<u>\$ 4,514,192</u>

See accompanying notes.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Note 1 - Summary of Significant Accounting Policies

The Kissimmee Vine Street Community Redevelopment Agency's (the CRA) financial statements are prepared in accordance with generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies:

Reporting Entity

The CRA was created under the Florida Statutes, Chapter 163 Part III, and City of Kissimmee (the City) ordinance with the purpose of establishing the redevelopment priorities for the designated CRA district. In November 2012, City Ordinance No. 2839 established the Vine Street redevelopment district (defined by Resolution 12-12). The Governing Board of the CRA (the Board) is the City Commission and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit of the City for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

Financial Statements

These financial statements are presented for the purpose of complying with state law, specifically Florida Statutes, Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000. Entity-wide financial statements are prepared at the City-wide level by the City and include the CRA. Copies of that report can be obtained from the City's Finance Department.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are resources when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting, except for debt service expenditures, which are recorded only when payment is due.

Considering that the fund statements are presented on a different measurement focus and basis of accounting than the government-wide governmental activities column, a reconciliation is sometimes necessary to explain the adjustments needed to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Tax increment financing revenue and interest associated with the current fiscal period is considered to be measurable and has been recognized as revenues of the current fiscal year, if available.

When both restricted and unrestricted resources are available for use, it is the CRA's policy to use restricted resources first, and then unrestricted resources as they are needed.

The CRA reports the General Fund as a major governmental fund. The General Fund is used to account for all financial resources received by the CRA. The General Fund serves as the primary operating fund of the CRA. The CRA does not have any non-major funds.

Budgetary Requirements

An annual budget is prepared for the CRA as part of the City's budget process. The budget amounts presented in the accompanying financial statements are as originally adopted, or as legally amended, by the Commission during the year ended September 30, 2023. The City Manager is authorized to transfer budgeted amounts within the fund; however, all budget amendments require CRA Board approval and any budget amendments that alter the total expenditures of the fund must be approved by the Commission. During 2023, the Commission approved supplemental budget appropriations to provide for unanticipated requirements of the period and carryforward fund balance. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of each fiscal year. The budget is adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities and Net Position

Cash and Cash Equivalents and Investments

The CRA participates in the City's pooled cash and investment portfolio. This pool includes amounts with the State Board of Administration (SBA) Florida PRIME. Interest income earned as a result of pooling is distributed to the appropriate funds based on the average daily balance of cash in each fund for the period.

Capital Assets

Capital assets include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items). The CRA's capital assets are considered to be property of the City and, therefore, are included as capital assets in the City's government-wide financial statements. Capital asset activity for the year ended September 30, 2023, can be found in the City's audited financial statements. As the capital assets are retained by the City, the CRA contributes capital to the City's General Fund for capital outlay related to the CRA's redevelopment and infrastructure projects.

Nature and Purpose of the Fund Balance

In the fund financial statements, the governmental fund reports fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in the fund can be spent. Amounts that are restricted to specific purposes either by: a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation, are classified as restricted fund balances.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board through an ordinance are classified as committed fund balances. Amounts that are constrained by the CRA's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. Assignments are made by the Board or the City Manager. Non-spendable fund balances include amounts that cannot be spent because they are either: a) not in spendable form, or b) legally or contractually required to be maintained intact. Unassigned fund balance represents fund balance that is not restricted, committed, or assigned to specific purposes within the General Fund.

Unspent tax increment financing revenues are restricted for future redevelopment projects and are reported as restricted fund balance in the financial statements. Unassigned fund balance, if any, represents fund balance that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Net Position

The government-wide statements utilize a net position presentation. Restricted net position is unspent tax increment financing revenues that are restricted for future redevelopment projects. Unrestricted net position represents the net position of the CRA that is not restricted for any project or purpose.

Other Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Contributions and Payments to City

Capital outlay is contributed by the CRA to the City's General Fund for capital outlay incurred for the CRA's redevelopment and infrastructure projects.

Payroll-Related Expenses and Liabilities

The employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2023, can be found in the City's audited financial statements.

Note 2 - Explanation of Certain Differences Between the Government-Wide and Fund Financial Statements

Statement of Net Position and Governmental Fund Balance Sheet

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

NOTES TO FINANCIAL STATEMENTS
KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
KISSIMMEE, FLORIDA

Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances

The governmental fund statement of revenues, expenditures, and changes in fund balance includes no adjustments to the statements of activities for the current year.

Note 3 - Cash and Equity in Pooled Cash and Investments

At September 30, 2023, the CRA's funds are part of the City's cash and investment pool. The City maintains an investment policy managing pooled cash and investments that discusses the interest rate risk, credit risk, custodial risk and concentration of credit risk. This policy governs the CRA portion of the pooled cash and investments. Further information on the City's pooled cash and investments can be found in the notes to the annual financial statements of the City.

The investments with Florida PRIME are reported at amortized cost in accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*. GASB Statement No. 79 establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. The CRA's investments in the Florida PRIME are similar to money market funds in which units are owned in the fund rather than the underlying investments. There are no limitations or restrictions on withdrawals from Florida PRIME; although in the occurrence of an event that has a material impact on liquidity or operations of the trust fund, the fund's executive director may limit contributions to or withdrawals from the trust fund for a period of 48 hours. At September 30, 2023, the fair value of the CRA's investment in the Florida PRIME is \$4,515,767. The weighted average maturity of the Florida PRIME is 36 days and it is rated AAAM by the S&P credit rating agency.

Note 4 - Tax Increment Financing Revenue

The CRA is primarily funded through tax increment financing revenue. The tax increment revenue is calculated by applying the adopted millage rate to the increase in current year taxable assessed valuations within the designated CRA district, using the year in which it was established as the "base year" (2013 for the Vine Street district). The City is required to contribute 95% of the incremental property taxes levy increase each year. Per Interlocal agreement, Osceola County (the County) is required to contribute 70% of the incremental property tax levy increase. For fiscal year 2023, the CRA received its calculated shares of \$826,077 from the County and \$773,947 from the City.

REQUIRED SUPPLEMENTARY INFORMATION

**KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - BUDGET TO ACTUAL
FOR YEAR ENDED SEPTEMBER 30, 2023**

	<u>Budgeted Amounts</u>			
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Variance</u>
Revenues				
Property Taxes - County	\$ 827,354	\$ 827,354	\$ 826,077	\$ (1,277)
Property Taxes - City	775,144	775,144	773,947	(1,197)
Investment Income	5,000	5,000	170,997	165,997
Total Revenues	<u>1,607,498</u>	<u>1,607,498</u>	<u>1,771,021</u>	<u>163,523</u>
Expenditures				
Current:				
General Government	2,221,879	3,603,899	210,668	3,393,231
Capital Outlay:				
General Government - Contributed	500,000	1,175,000	2,415	1,172,585
Total Expenditures	<u>2,721,879</u>	<u>4,778,899</u>	<u>213,083</u>	<u>4,565,816</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,114,381)</u>	<u>(3,171,401)</u>	<u>1,557,938</u>	<u>4,729,339</u>
Net Change in Fund Balance	<u>(1,114,381)</u>	<u>(3,171,401)</u>	<u>1,557,938</u>	<u>4,729,339</u>
Fund Balances, Beginning of Year	<u>1,114,381</u>	<u>3,171,401</u>	<u>2,956,254</u>	<u>1,841,873</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,514,192</u>	<u>\$ 6,571,212</u>

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Kissimmee Vine Street Community Redevelopment Agency (the CRA) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated April 11, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness on the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PURVIS GRAY

April 11, 2024
Ocala, Florida

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTIONS 163.387(6) AND (7), FLORIDA STATUTES

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Vine Street Community Redevelopment Agency's (the CRA) compliance with the requirements of Sections 163.387(6) and (7), Florida Statutes, as of and for the year ended September 30, 2023, as required by Section 10.556(10)(f), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the CRA of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



April 11, 2024
Ocala, Florida

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have examined the Kissimmee Vine Street Community Redevelopment Agency's (the CRA) compliance with the requirements of Section 218.415, Florida Statutes, as of and for the year ended September 30, 2023, as required by Section 10.556(10)(a), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the CRA of Kissimmee, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.



April 11, 2024
Ocala, Florida

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MANAGEMENT LETTER

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the Kissimmee Vine Street Community Redevelopment Agency (the CRA) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated April 11, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 11, 2024, should be considered in conjunction with this Management Letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government be disclosed in this Management Letter, unless disclosed in the notes to the financial statements (see Note 1 of the CRA's financial statements as of and for the year ended September 30, 2023, for this information).

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

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The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

MANAGEMENT LETTER

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2, *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In our Management Letter for the City of Kissimmee, Florida, the primary government associated with the CRA, we included an item, including management's response, which has partial applicability to the CRA.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the CRA reported the following information that was not subject to auditing procedures. Please see attached information.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our Management Letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Honorable Mayor, and CRA of Kissimmee CRA Council and management, and is not intended to be and should not be used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.



April 11, 2024
Ocala, Florida



CITY OF KISSIMMEE

Finance Department

101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2210 . FAX 407-518-2208

Kissimmee Vine Street Community Redevelopment Agency

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Kissimmee Vine Street Community Redevelopment Agency (CRA) reported:

- a. The total number of district employees compensated in the last pay period of the district's fiscal year as the employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2023, can be found in the City's audited financial statements.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as non-applicable.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as the employees that manage or are involved in day-to-day operations of the CRA are employees of the City. Per an agreement with the City, the CRA is charged an administrative fee related to those employees. Payroll-related activity for the year ended September 30, 2023, can be found in the City's audited financial statements.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as non-applicable.
- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as non-applicable.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as shown on the Budget to Actual schedule.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7., Rules of the Auditor General, the Kissimmee Vine Street Community Redevelopment Agency (CRA) reported:

- a. The mileage rate or rates imposed by the district as 4.6253.
- b. The total amount of ad valorem taxes collected by or on behalf of the district as \$1,600,024.
- c. The total amount of outstanding bonds issued by the district and the terms of such bonds

as non-applicable.

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

The Board of Directors
Kissimmee Vine Street Community Redevelopment Agency
Kissimmee, Florida

We have audited the financial statements of the governmental activities and the major fund of the Kissimmee Vine Street Community Redevelopment District (the CRA), a component unit of the City of Kissimmee, Florida (the City) for the year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 10, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the CRA are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year ended September 30, 2023. We noted no transactions entered into by the CRA during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. No significant accounting estimates were noted during our audit.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

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Kissimmee, Florida

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 11, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the CRA's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the CRA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures on the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the CRA, and is not intended to be, and should not be, used by anyone other than these specified parties.



April 11, 2024
Ocala, Florida

ITEM 8.C

Memorandum of Understanding between the City of Kissimmee and Orlando Economic Partnership

Request

Approval of a Memorandum of Understanding between the City of Kissimmee and Orlando Economic Partnership for economic development and revitalization in the Vine Street Community Redevelopment Agency district. (Contract #20240303)

Explanation

The Orlando Economic Partnership (OEP) is a regional economic and community development organization based in Orlando, and a longstanding partner in the City of Kissimmee's growth and development. The City's Strategic Plan includes the goal of a "Stronger Economy with More Quality Jobs", and the top priority of "Job Training and Workforce Development."

In addition, one of the goals of the Vine Street Community Redevelopment Agency (CRA) is to "Revitalize and redevelop properties to attract new jobs and housing throughout the corridor."

The proposed Memorandum of Understanding (MOU) between the City of Kissimmee and OEP outlines collaborative efforts that will support the redevelopment initiatives in the CRA district and further the goals of both the City and CRA. Collaborative efforts outlined in the MOU include:

1. Market Analysis and Planning
2. Business Attraction and Retention
3. Grant and Funding Identification
4. Community Engagement and Stakeholder Collaboration
5. Capacity Building and Training

The City's Office of Economic Development staff, including CRA staff, will work closely with OEP to implement the efforts outlined in the MOU. The efforts outlined in the MOU will complement the goals, objectives and priorities envisioned in the CRA master plan update. There is no cost associated with this MOU since the City is a member of OEP.

Recommendation

Approval of a Memorandum of Understanding between the City of Kissimmee and Orlando Economic Partnership for economic development and revitalization in the Vine Street Community Redevelopment Agency district.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: Arthur Tomerlin

Attachment(s):

1. (S) Memorandum of Understanding COK and OEP

City of Kissimmee

MEMORANDUM OF UNDERSTANDING
between
CITY OF KISSIMMEE
and
ORLANDO ECONOMIC PARTNERSHIP (OEP)

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) made by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation located at 101 North Church Street, Kissimmee, Florida 34741 (the “City”), the **ORLANDO ECONOMIC PARTNERSHIP**, a Florida not for profit corporation located at 200 South Orange Avenue, Suite 200, Orlando, FL 32801 (“OEP”). The City and OEP may be referred to individually as the “Party” and collectively referred to as the “Parties”.

WHEREAS, the Parties recognize the importance of fostering economic development and revitalization in the Vine Street Community Redevelopment Agency (VSCRA) district, with the goal of creating a vibrant and sustainable community for residents and businesses.

NOW THEREFORE, in consideration of the mutual covenants and promises between the Parties to this Agreement and the mutual benefit that inures to both the Parties and the public, the Parties agree as follows:

Section 1. Recitals.

The recitals in the “WHEREAS” clauses are hereby incorporated as a material part of this Agreement.

Section 2. Purpose.

The purpose of this MOU is to outline the collaborative efforts between OEP and the City to support the redevelopment initiatives within the VSCRA.

Section 3. Responsibilities of the Parties.

A. Market Analysis and Strategic Planning:

- i) OEP will conduct a comprehensive market analysis to identify economic opportunities and challenges within the VSCRA
- ii) OEP will collaborate with the City to develop a strategic plan that outlines actionable steps for revitalizing the area, including recommendations for attracting businesses, improving infrastructure, and enhancing the overall economic landscape within the VSCRA.

B. Business Attraction and Retention:

- i) OEP will actively engage with businesses, investors, and developers to attract new enterprises to the VSCRA.
- ii) OEP will provide support in retaining existing businesses by offering resources and assistance to help them thrive within the redevelopment framework.

C. Grant and Funding Identification:

i) OEP will assist the City in identifying relevant grants and funding opportunities available at the regional, state, and federal levels to support the redevelopment efforts.

ii) OEP will collaborate with the City to prepare grant applications and proposals, leveraging its expertise in securing funding for community development projects.

D. Community Engagement and Stakeholder Collaboration:

i) OEP will collaborate with the City to ensure critical stakeholder groups are identified and incorporated into the development and planning processes.

E. Capacity Building and Training:

i) OEP will facilitate access to and/or provide training sessions and capacity-building programs for local businesses, entrepreneurs, and community organizations to enhance their skills and capabilities; and skills-based hiring.

ii) OEP will collaborate with educational institutions and training providers to ensure that the local workforce is equipped with the necessary skills to contribute to the economic growth of the VSCRA.

Section 4. Notices. All notices under this Agreement shall be delivered by U.S. Mail or hand delivered to the following offices:

For City:

Economic Development Office
Attn: Tom Tomerlin
Director of Economic Development
101 N. Church Street
Kissimmee, Florida 34741

For OEP:

Orlando Economic Partnership
Attn: Destin Wells
Vice President, Economic Development
200 South Orange Avenue, Suite 200
Orlando, FL 32801

Section 5. Effective Date. The effective date of this Agreement shall be the date upon which the last of the Parties hereto executes same.

Section 6. Sovereign Immunity. The Parties expressly retain 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 the Parties 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 either Party which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Section 7. Entire Agreement. This Agreement is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by all parties.

Section 8. Governing Law and Venue. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to a jury trial in any action, proceeding, or claim, arising out of this Agreement.

Section 9. Counterparts. This Agreement may be executed in two counterpart copies, each of which shall be deemed to be an original document, but all such counterparts taken together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed to be originals for all purposes of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, by signing this Agreement, the Parties agree to the provisions contained herein and represent that they are duly authorized to execute this Agreement.

ORLANDO ECONOMIC PARTNERSHIP

By: _____

Destin Wells
Vice President, Economic Development

Date: 4/5/2024

Attest: _____

Legal Representative's Name and Title
SCOTT P. FAGAN - CFO

Date: 4/5/24

THE CITY OF KISSIMMEE

By: _____

Olga Gonzalez, Mayor

Date: _____

Attest: _____

Linda Hansell, City Clerk

Date: _____

Approved as to form and legality.

By: _____

Olga Sanchez de Fuentes, City Attorney

Date: _____

ITEM 8.D

Presentation of the Annual Comprehensive Financial Report for the year ended September 30, 2023

Request

Acceptance of the Annual Comprehensive Financial Report for the year ended September 30, 2023.

Explanation

The Annual Comprehensive Financial Report for the year ended September 30, 2023 was issued in April for the City of Kissimmee. The City's external auditors, Purvis Gray & Company, LLP, have given the City an unmodified opinion which means the financial statements conform with generally accepted accounting principles and present fairly, in all material respects, the financial position of the City and the results of its operations.

Purvis Gray & Company, LLP, will be present to answer any questions the Commission may have about the audited financial statements or the required communication letter.

Recommendation

Accept the Annual Comprehensive Financial Report for the year ended September 30, 2023.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Finance

Presenter: Tavia Ritchie

Attachment(s):

1. 2023 Kissimmee ACFR
2. 11368ACFR23 Final SAS114 City of Kissimmee

The background of the entire page is a pattern of interlocking puzzle pieces in various shades of blue and teal. Two hands, rendered in a stylized orange and tan color, are shown placing puzzle pieces into the pattern. One hand is at the top left, placing a piece, and the other is at the bottom left, also placing a piece. The text is centered on a white rectangular area that fits into the puzzle pattern.

CITY OF KISSIMMEE, FL **ANNUAL COMPREHENSIVE FINANCIAL REPORT**

YEAR ENDED SEPTEMBER 30, 2023

CITY OF KISSIMMEE, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Year Ended September 30, 2023



Prepared by Department of Finance

CITY OF KISSIMMEE, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
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Year Ended September 30, 2023

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The City of Kissimmee, Florida
City Officials
As of September 30, 2023

Elected Officials

Mayor/Commissioner.....	Olga Gonzalez
Commissioner/Vice Mayor.....	Olga Castano
Commissioner/Mayor Pro Tem.....	Angela Eady
Commissioner.....	Carlos Alvarez III
Commissioner.....	Janette Martinez

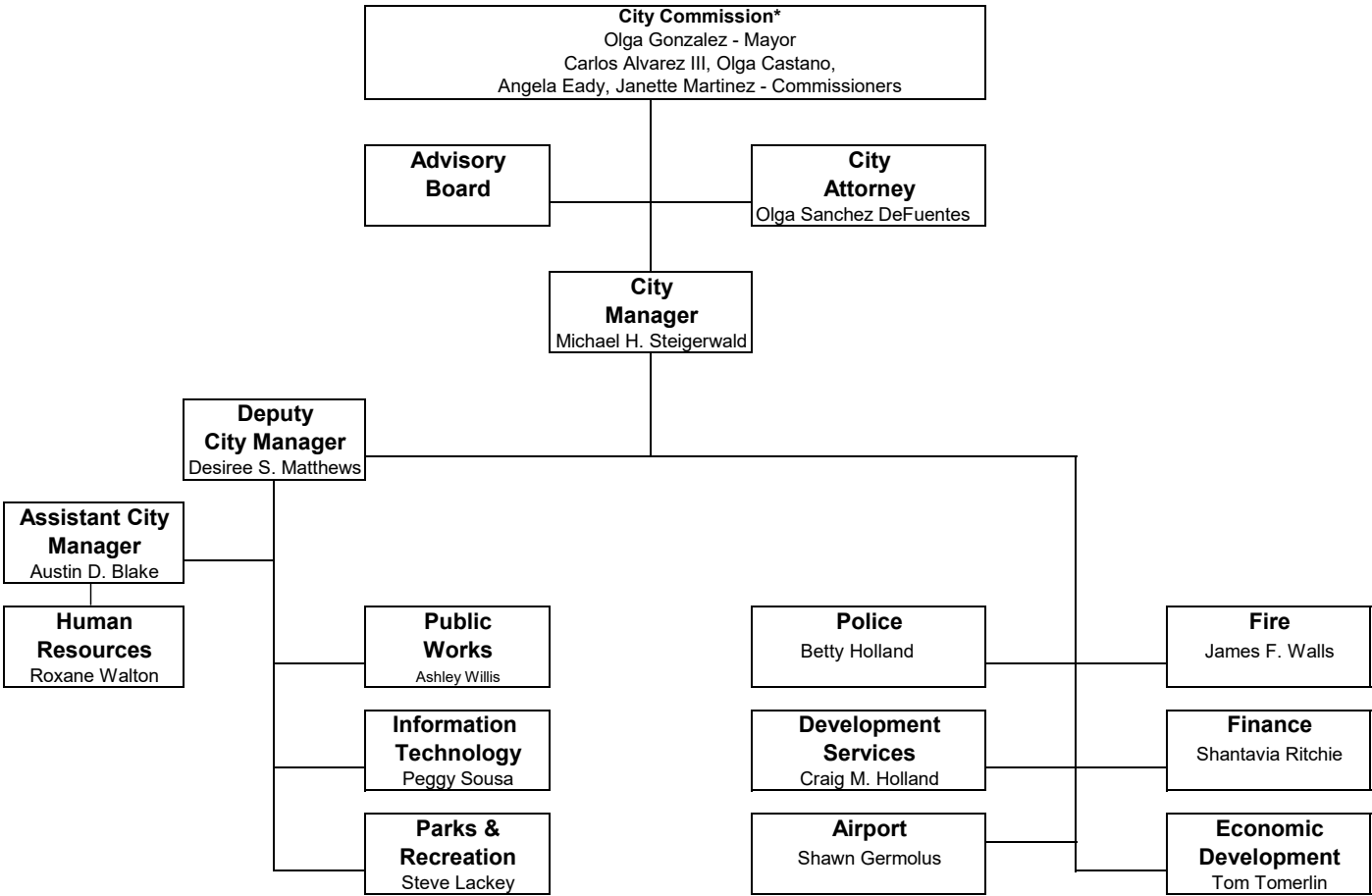
Financial Related Management

City Manager.....	Michael H. Steigerwald
Deputy City Manager.....	Desiree S. Matthews
Finance Director.....	Shantavia L. Ritchie
Assistant Finance Director.....	Sandra N. Pereira

Other Departmental Officials

Airport Director.....	Shaun Germolus
City Attorney.....	Olga Sanchez DeFuentes
Development Services Director.....	Craig M. Holland
Economic Director.....	Tom Tomerlin
Fire Chief.....	James F. Walls
Information Technology Director.....	Margaret R. Sousa
Parks & Recreation Director.....	Steven L. Lackey
Personnel & Risk Management Director.....	Roxane Walton
Police Chief.....	Betty Holland
Public Works & Engineering Director.....	Ashley Willis

CITY OF KISSIMMEE ORGANIZATION CHART



* The City Commission is composed of representatives elected by the citizens of the City of Kissimmee.



Government Finance Officers Association

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**City of Kissimmee
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morill

Executive Director/CEO



FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

April 11, 2024

The Honorable Mayor and
Members of the City Commission
City of Kissimmee, Florida

Florida Statutes require that all general-purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby submit the annual comprehensive financial report of the City of Kissimmee, Florida for the fiscal year ended September 30, 2023.

This report consists of management's representations concerning the finances of the City of Kissimmee. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, the management of the City of Kissimmee has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Kissimmee's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Kissimmee's framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Kissimmee's financial statements have been audited by Purvis, Gray and Company, LLP, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Kissimmee for the fiscal year ended September 30, 2023, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amount and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Kissimmee's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City of Kissimmee was performed in conjunction with a federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Kissimmee's MD&A can be found immediately following the report of the independent auditors.



THE CITY

The City of Kissimmee (the “City”), near the geographic center of Florida, is the county seat of Osceola County. Of Florida’s 67 counties, Osceola is the State’s sixth largest in geographical size, with a land area of 1,506 square miles. There are approximately 22.2 square miles within the corporate limits of the City. The 2020 U.S. Census reported 79,226 people living within the City. The current State population estimate for the City is 82,108.

The City has a commission/manager form of government, with a Mayor-Commissioner and four other Commissioners who are elected at large for four-year staggered terms. Elections are held on the Tuesday, nine (9) weeks prior to the State of Florida General Elections. The City employs a full-time manager who is the chief executive and administrative officer of the City.

The City provides a full range of municipal services, including police, fire, public works, community development and housing services, public improvements, planning, economic development, zoning, recreational services and general administrative services. The City also provides garbage and trash collection and operates a municipal airport, stormwater utility as well as a charter school.

ACCOUNTING SYSTEM, INTERNAL ACCOUNTING CONTROLS, AND BUDGETARY CONTROL

The City’s accounting records for General, Special Revenue, Debt Service, and Capital Projects Funds are maintained on a modified accrual basis. Revenues are recognized when they become measurable and available, while expenditures are recorded at the time the related fund liabilities are incurred. Accounting records for Enterprise, Internal Service and Pension Trust Funds are maintained on a full accrual basis.

In designing and developing the City’s accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding:

1. The safeguarding of assets against loss from unauthorized use or disposition; and
2. The reliability of financial records for preparing financial statements and maintaining accountability for assets.

The concept of reasonable assurance recognizes that:

1. The cost of a control should not exceed the benefits likely to be derived; and
2. The evaluation of cost and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe that the City’s internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

The Director of Finance maintains budgetary control, in conformance with the City Charter and Florida Statutes, through constant review. Budgetary responsibility for the General, Special Revenue, Debt Service, Capital Projects and Enterprise Funds is established at the sub-object of expenditure level. The City Manager is authorized to approve transfers between non-salary sub-object line items within departments; however, transfers from salary line items, transfers between departments and changes in total budget appropriations for a fund must have prior approval of the City Commission. However, the City Manager can approve transfers of unused amounts in salary account line items to advertising, recruiting and/or professional service account line items. Interim financial reports are provided for internal use.



THE REPORTING ENTITY AND ITS SERVICES

The funds and entities related to the City, included in the Annual Comprehensive Financial Report, are controlled by or dependent on the City. Determination of “controlled by or dependent on” is based on criteria and disclosure requirements of Governmental Accounting Standards Board Statement Number 14 *Defining the Reporting Entity*. The criteria deal with the selection of governing authority, designation of management, and ability to significantly influence operations and accountability for fiscal matters. Based on these criteria, the various funds shown in the Table of Contents are included in this report. This report, together with the accounting and budgeting systems, have been designed to conform to the standards set forth by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. Fund structure has also been designed to comply with the legal requirements of the various revenue bond covenants and resolutions.

ECONOMIC CONDITION AND OUTLOOK

The City is primarily residential in character but also serves as a regional retail and commercial center. It derives a substantial portion of its economic activity from its proximity to Walt Disney World, its medical district which is the third largest in central Florida, its rapidly expanding airport and its position as the County seat.

The City’s Medical District has seen over \$150 million invested by HCA FL – Osceola Hospital and over \$120 million by Advent Health – Kissimmee. Over \$200 Million has been invested by Osceola County and local groups towards infrastructure at the NeoCity project site that will provide a state-of-the-art advanced manufacturing research and development center for the nano sensor industry. This 500-acre technology and research district currently contains The Center for NeoVation, a 90,000 square foot semiconductor facility, a 100,000 square foot Class A office facility and NeoCity Academy, a STEM focused public magnet high school engaged in project-based learning recognized as one of the top high schools in the country. The center is expected to have a positive impact on the State of Florida’s economy and presents significant opportunities for Kissimmee’s future.

There are more than 50 attractions easily accessible from the Kissimmee Resort area. In addition to Walt Disney World, located approximately 7 miles west of the City, some of the tourist attractions near the City include Sea World, Gatorland Zoo, Reptile World Serpentarium, Medieval Times, and Kennedy Space Center. Special events that take place in the City each year are the Silver Spurs Rodeo, RAM National Rodeo, the festival series at Lakefront Park, and the Mecum Auto Auction.

The City’s comprehensive plan, including a five-year capital growth program, has been developed to establish goals, objectives and policies for effective and realistic growth management. This plan is reviewed annually and revised as necessary. Management is committed and prepared to implement proactive alternatives that will insure the City’s economic viability. The City will continue to budget and manage all resources in the most cost-effective manner. The City will maintain strict due-diligence measures and aggressively seek out opportunities to reduce or maintain expenditures on operations to within budgetary limits in order to develop and maintain the community’s infrastructure and to enhance City services.

LONG-TERM FINANCIAL PLANNING

The City prepares a rolling five-year capital budget each year. During this process, revenues and expenditures for key operating funds, such as General Fund, Local Option Sales Tax, Local Option Gas Tax, Stormwater, Sanitation and Airport funds, are analyzed to ensure the financial sustainability of each fund over the long term.



With regard to the General Fund and Enterprise Funds, the goal is to ensure that a minimum reserve of 20% will be maintained at the end of each five-year period. This exercise allows the City to plan for major capital expenditures. Therefore, during the fiscal year 2023-2024 capital budget process, various projects for continued road and road related improvements, technology improvements, drainage projects, airport enhancements, parks and park land projects, and various pieces of heavy equipment were planned. The total projected cost for capital improvements identified in the 2024-2028 capital improvement plan totaled \$128,178,800.

MAJOR INITIATIVES

The City continues to make progress on the Building Division addition adjacent to City Hall. Progress was also made on its road improvement plan, stormwater improvement projects, the Shingle Creek Regional Trail and various grant funded projects. The municipally owned airport continued to embark on several improvement projects this past year as well through grant funding. In fiscal year 2023, the City completed the design of Fire Station 15, Hudson Street Improvements, and extended Flora Boulevard. A new mobile transit service was also added for residents. In addition to the myriad of capital projects the City worked on during FY 2023, a motel was purchased in a massive effort to expand Housing and Social Services Assistance programs. The former Motel 6 site, now known as the Haven on Vine, will serve as a one-stop location and provide housing-focused emergency, low barrier, non-congregate shelter; bridge housing; and homeless support services.

FUND BALANCE

The City has established a fund balance policy in accordance with GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions". The purpose of the fund balance policy is to establish a key element of the financial stability of the City by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.

RELEVANT FINANCIAL POLICIES

The City has adopted a comprehensive set of financial policies. In accordance with Government Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions, the City now includes in the government-wide statements and proprietary fund statements its proportionate share of the net pension liability of the cost-sharing and single employer pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost sharing and single employer pension plans to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing and single employer pension plan's fiduciary net position. See note 8 to the financial statements for more information. In addition, the City previously implemented GASB 75 – Accounting and Financial Reporting Postemployment Benefits Other than Pensions. This standard replaced GASB 45 and moves the accounting for other postemployment benefits to the balance sheet and income statement rather than being in the notes to the financial statements. In fiscal year 2023, the City implemented GASB 87 – Leases which requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. Lastly, the City most recently implemented GASB 96 – Subscription-Based Information Technology Arrangements (SBITA) providing capitalization criteria, note disclosures, and establishing SBITA right-to-use subscription assets, intangible assets, and the corresponding subscription liabilities.



FIDUCIARY OPERATIONS

The City has fiduciary responsibility for the self-directed deferred compensation plan that allows employees to defer a portion of salary for future years. The City also has separate Pension Trust Funds for General Employees, Police Officers and Firefighters.

These Funds were created to account for the accumulation of resources to be used for the retirement annuities of all City employees. The City continues to contribute to these funds in accordance with City Commission established criteria that includes annual independent actuarial analyses.

STATUTORY REQUIREMENTS – INDEPENDENT AUDIT

Florida Statutes require the City's financial statements to be subjected to an annual examination by an independent Certified Public Accountant. Those provisions have been satisfied and the opinion of the independent accountant is included.

CERTIFICATE OF ACHIEVEMENT PROGRAM

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Kissimmee, Florida for its annual comprehensive financial report for the fiscal year ended September 30, 2022. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. The report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe the City's current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

ACKNOWLEDGEMENTS

The presentation of this report could not have been accomplished without the efficient and dedicated service of the Finance Department. We would like to express our appreciation to all members of the department who assisted and contributed to its preparation. We would also like to thank the Commissioners for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Mike Steigerwald
City Manager



Tavia Ritchie, CPA, CGFO
Finance Director



INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of a Matter

As described in Note 14 to the financial statements, in 2023, the City adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA). Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa

purvisgray.com

Members of American and Florida Institutes of Certified Public Accountants

An Independent Member of the BDO Alliance USA

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules for the General Fund and Major Special Revenue Fund, City Retirement Plan Schedules and Notes, and City Other Postemployment Benefits Plan Schedule, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual fund financial statements, related budgetary comparison schedules, and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements, related budgetary comparison schedules, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

INDEPENDENT AUDITOR'S REPORT

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 11, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



April 11, 2024
Ocala, Florida

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023
(In Thousands)

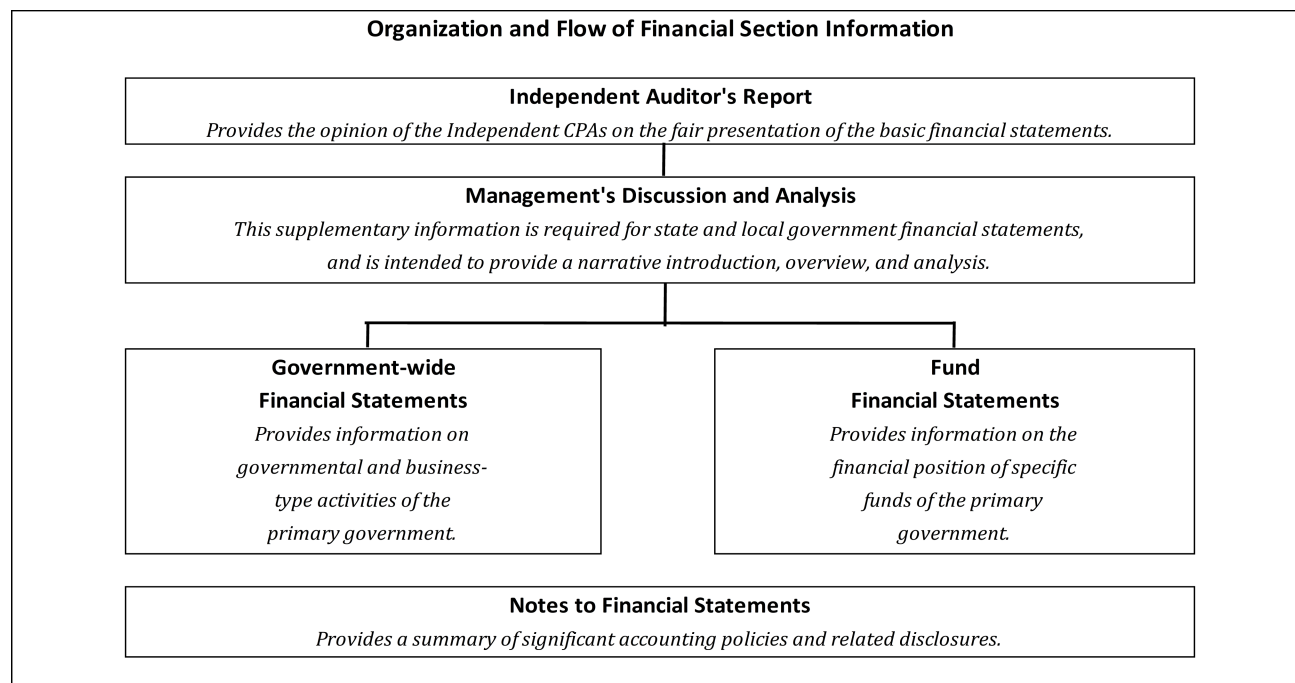
The City of Kissimmee, Florida's (the "City") Management's Discussion and Analysis (the "MD&A") presents an overview of the City's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the letter of transmittal in the introductory section, and the City's financial statements following the MD&A.

Financial Highlights

- The assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources at the close of fiscal year 2023 by \$333,817 (net position).
- The City's net position increased by \$33,016 from current year activities, of which governmental activities contributed \$26,667 of this increase.
- The fund balance for governmental funds increased by \$12,373 from the prior year. The majority of this increase resulted from increased revenues for the use of the City's services as operations returned to normal levels after the pandemic shutdowns and the City utilized available Federal grant funding for post-COVID improvements.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.



Government-wide financial statements

The *government-wide financial statements*, which consist of the following two statements, are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Additionally, nonfinancial factors, such as a change in the City's property tax base or the condition of City facilities and infrastructure, should be considered to assess the overall financial health of the City.

The *statement of activities* presents information showing how the government's net position changed during fiscal year 2023. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected but earned revenue and unused vacation leave).

Both of these financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, transportation, economic environment, and culture/recreation. The business-type activities of the City include sanitation services, storm water services, and the operation of an airport. The government-wide financial statements can be found immediately following the MD&A.

The government-wide financial statements include not only the City itself (known as the primary government) but also legally separate entities known as component units. Component units, which are other governmental units over which the City Commission can exercise influence and/or may be obligated to provide financial subsidy, are presented within governmental activities in the government-wide financial statements, and as individual special revenue funds in the fund financial statements. The City's component units (the Community Redevelopment Agencies) are nonmajor special revenue funds of the City.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023
(In Thousands)

The City maintains several individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund, Community Development Block Grant, and Local Option Sales Tax, which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation noted as Nonmajor Governmental Funds. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* in the other supplemental information section of this report. The City adopts an annual appropriated budget for its general fund, most capital projects funds, most debt service funds, and most special revenue funds. Budgetary comparison schedules have been provided for these funds to demonstrate budgetary compliance.

Proprietary Funds

The City maintains two different types of proprietary funds. The *enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for the fiscal activities relating to stormwater, sanitation, and airport operations. The *internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its risk management programs and to allocate costs from central services (such as information technology, warehouse, garage, and building maintenance). Because these activities predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Stormwater Utility Fund, the Airport Fund and the Sanitation Fund, which are considered to be major funds of the City, and the aggregate of the internal service funds.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is similar to proprietary funds. The City has three pension trust funds to account for the general employees' pension plan, the police officers' pension plan, and the firefighters' pension plan.

Notes to the financial statements and Other Information

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. In addition to the basic financial statements and accompanying notes, *required supplementary information* is included which presents budgetary comparison schedules for the City's General Fund, Community Development Block Grant and Local Option Sales Tax; schedule of total OPEB liability and related ratios for the City's Other Postemployment Benefits Plan; and required pension schedules for the City's three pension plans. Required supplementary information can be found following the notes to the financial statements.

The other supplementary information section of this report includes the combining statements referred to earlier in connection with nonmajor governmental funds. Combining statements for internal service funds are also presented in this section. Combining and individual fund budgetary comparison schedules for nonmajor funds can be found after the required supplementary information.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by \$333,817 at the close of the fiscal year ended September 30, 2023. At the end of fiscal year 2023, the City is able to report positive balances in all categories of net position for its business-type activities, and two for its governmental activities.

The largest portion of the City's net position of \$254,628 reflects its net investment in capital assets (land, buildings, infrastructure and equipment less any related outstanding debt used to acquire those assets). The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities. The City has restricted net position of \$75,189 for construction projects, public safety programs, supplementary care, and other purposes. The remaining balance is unrestricted net position of \$4,000.

City of Kissimmee, Florida Net Position (In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and Other Assets	\$ 156,770	\$ 144,331	\$ 14,311	\$ 9,245	\$ 171,081	\$ 153,576
Capital Assets (Net)	276,404	264,555	57,888	53,812	334,292	318,367
Total Assets	433,174	408,886	72,199	63,057	505,373	471,943
Deferred Outflows	22,377	36,522	1,606	2,493	23,983	39,015
Current and Other Liabilities	20,727	25,085	3,265	1,163	23,992	26,248
Long-term Liabilities	161,682	175,331	5,565	5,867	167,247	181,198
Total Liabilities	182,409	200,416	8,830	7,030	191,239	207,446
Deferred Inflows	4,029	2,546	271	165	4,300	2,711
Net Position:						
Net Investment in						
Capital Assets	199,077	186,416	55,551	53,546	254,628	239,962
Restricted	75,189	54,396	-	-	75,189	54,396
Unrestricted	(5,153)	1,634	9,153	4,809	4,000	6,443
Total Net Position	\$ 269,113	\$ 242,446	\$ 64,704	\$ 58,355	\$ 333,817	\$ 300,801

Prior year balances not restated for effects of GASB Statement No. 96, SBITAs.

There was a net increase of \$33,016 in the City's net position over fiscal year 2022. There was a net increase of \$26,667 in net position reported in connection with the City's governmental activities and a \$6,349 increase in business-type activities. Reasons for these changes are presented in the following pages for governmental and business-type activities.

Capital assets increased by \$15,925 from the prior year due to several large park improvements, transportation projects and airport improvements. The City implemented GASB Statement No. 96, SBITAs, in the current year which resulted in the reporting of right to use intangible assets for certain software subscriptions. Long term liabilities decreased by \$(13,951) from the prior year, including a decrease of \$(13,649) in connection with governmental activities for a significant decrease in the net pension liability.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023
(In Thousands)

City of Kissimmee, Florida
Change in Net Position
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
REVENUES						
Program Revenues:						
Charges for Services	\$ 47,466	\$ 45,467	\$ 14,899	\$ 13,502	\$ 62,365	\$ 58,969
Operating Grants and Contributions	9,665	5,646	79	312	9,744	5,958
Capital Grants and Contributions	11,888	4,589	6,326	2,879	18,214	7,468
General Revenues:						
Property Taxes	21,733	19,326	-	-	21,733	19,326
Other Taxes	36,178	31,993	-	-	36,178	31,993
Other	43,924	36,216	478	1,581	44,402	37,797
Total Revenues	<u>170,854</u>	<u>143,237</u>	<u>21,782</u>	<u>18,274</u>	<u>192,636</u>	<u>161,511</u>
EXPENSES						
General Government	60,491	50,392	-	-	60,491	50,392
Public Safety	58,975	50,259	-	-	58,975	50,259
Transportation	11,297	14,312	-	-	11,297	14,312
Economic Environment	1,084	1,228	-	-	1,084	1,228
Culture/Recreation	10,171	9,211	-	-	10,171	9,211
Interest on Long-term Debt	2,878	2,944	-	-	2,878	2,944
Stormwater	-	-	5,262	5,258	5,262	5,258
Airport	-	-	2,755	2,423	2,755	2,423
Sanitation	-	-	6,707	6,020	6,707	6,020
Total Expenses	<u>144,896</u>	<u>128,346</u>	<u>14,724</u>	<u>13,701</u>	<u>159,620</u>	<u>142,047</u>
Excess Before Transfers	25,958	14,891	7,058	4,573	33,016	19,464
Transfers	<u>709</u>	<u>664</u>	<u>(709)</u>	<u>(664)</u>	<u>-</u>	<u>-</u>
Change in Net Position	26,667	15,555	6,349	3,909	33,016	19,464
Net Position - Beginning	<u>242,446</u>	<u>226,891</u>	<u>58,355</u>	<u>54,446</u>	<u>300,801</u>	<u>281,337</u>
Net Position - Ending	<u>\$ 269,113</u>	<u>\$ 242,446</u>	<u>\$ 64,704</u>	<u>\$ 58,355</u>	<u>\$ 333,817</u>	<u>\$ 300,801</u>

Governmental activities

Governmental activities accounted for an increase of \$26,667 from the prior year net position. Charges for services increased by \$1,999 from increased use of City services by citizens and businesses after the COVID-19 shutdowns of many City facilities. Capital grants and contributions increased by \$7,299 due to several transportation grant projects in the current year. Other taxes increased by \$4,185 from the prior year as spending within the State increased to pre-pandemic levels.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023
(In Thousands)

Total governmental activities expenses increased by \$16,550 from the prior year. The majority of this increase resulted from the effects of change in net pension liability.

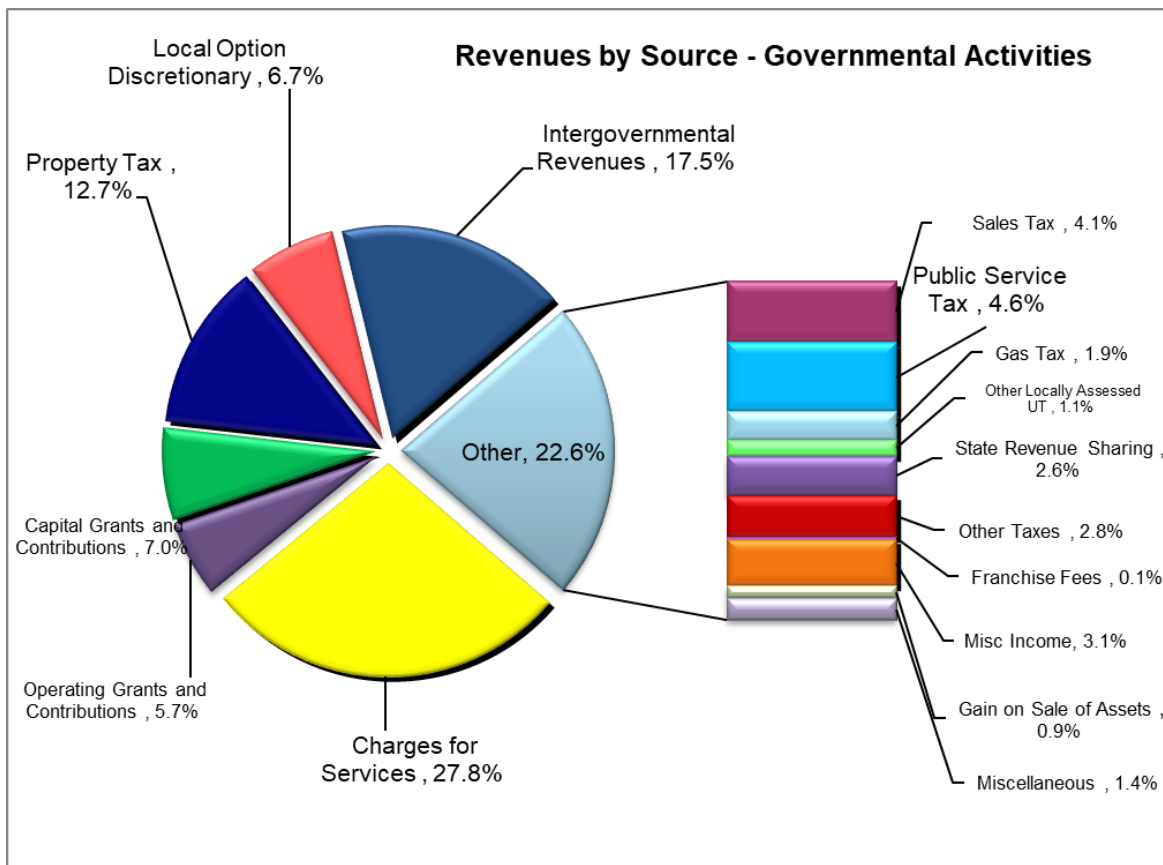
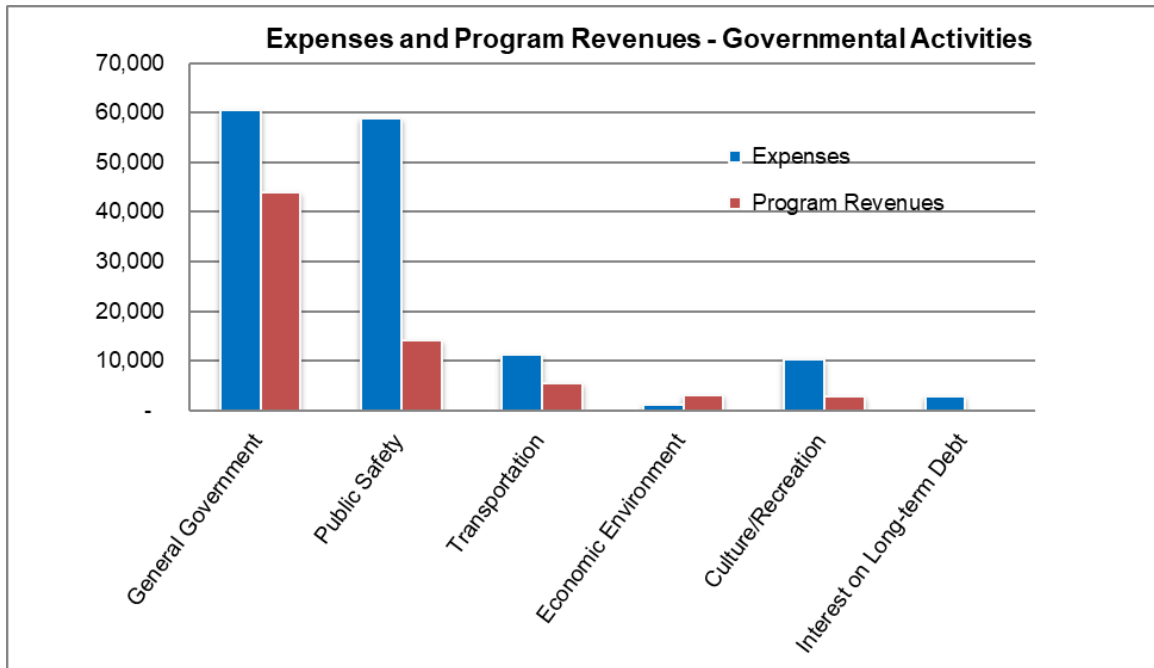
The following tables and graphs show the results of governmental activities for fiscal year ended 2023.

Expenses and Program Revenues – Governmental Activities
(In Thousands)

	Expenses				Net Cost of Services		
	2023	% of Total	2022	% Change	2023	2022	% Change
Functions/Programs							
General Government	\$ 60,491	42 %	\$ 50,392	20 %	\$ (16,480)	\$ (14,829)	11 %
Public Safety	58,975	41 %	50,259	17 %	(45,249)	(36,553)	24 %
Transportation	11,297	8 %	14,312	(21) %	(5,842)	(11,300)	(48) %
Economic Environment	1,084	1 %	1,228	(12) %	1,904	(215)	(986) %
Culture/Recreation	10,171	7 %	9,211	10 %	(7,332)	(6,803)	8 %
Interest on Long-term Debt	2,878	2 %	2,944	(2) %	(2,878)	(2,944)	(2) %
	<u>\$ 144,896</u>	<u>100 %</u>	<u>\$ 128,346</u>		<u>\$ (75,877)</u>	<u>\$ (72,644)</u>	

Revenue by Source – Governmental Activities
(In Thousands)

Description	2023	% of Total	2022	% Change
Program Revenues				
Charges for services	\$ 47,466	27 %	\$ 45,467	4 %
Operating grants and contributions	9,665	6 %	5,646	71 %
Capital grants and contributions	11,888	7 %	4,589	159 %
General Revenues				
Property tax	21,733	13 %	19,326	12 %
Sales tax	6,951	4 %	6,618	5 %
Public service tax	7,777	5 %	7,459	4 %
Gas tax	3,265	2 %	2,968	10 %
Local option discretionary tax	11,448	7 %	10,783	6 %
Other locally assessed utility tax	1,883	1 %	1,838	2 %
Other taxes	4,854	3 %	2,327	109 %
State revenue sharing	4,420	3 %	3,941	12 %
Unrestricted intergovernmental revenues	30,044	18 %	30,159	- %
Franchise fees	216	0 %	230	(6)%
Investment income (loss)	5,338	3 %	(406)	(1,415)%
Gain on sale of capital assets	1,453	1 %	-	100 %
Miscellaneous	2,453	1 %	2,292	7 %
Transfers	709	- %	664	7 %
	<u>\$ 171,563</u>	<u>100 %</u>	<u>\$ 143,901</u>	



CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023
(In Thousands)

Business-type activities

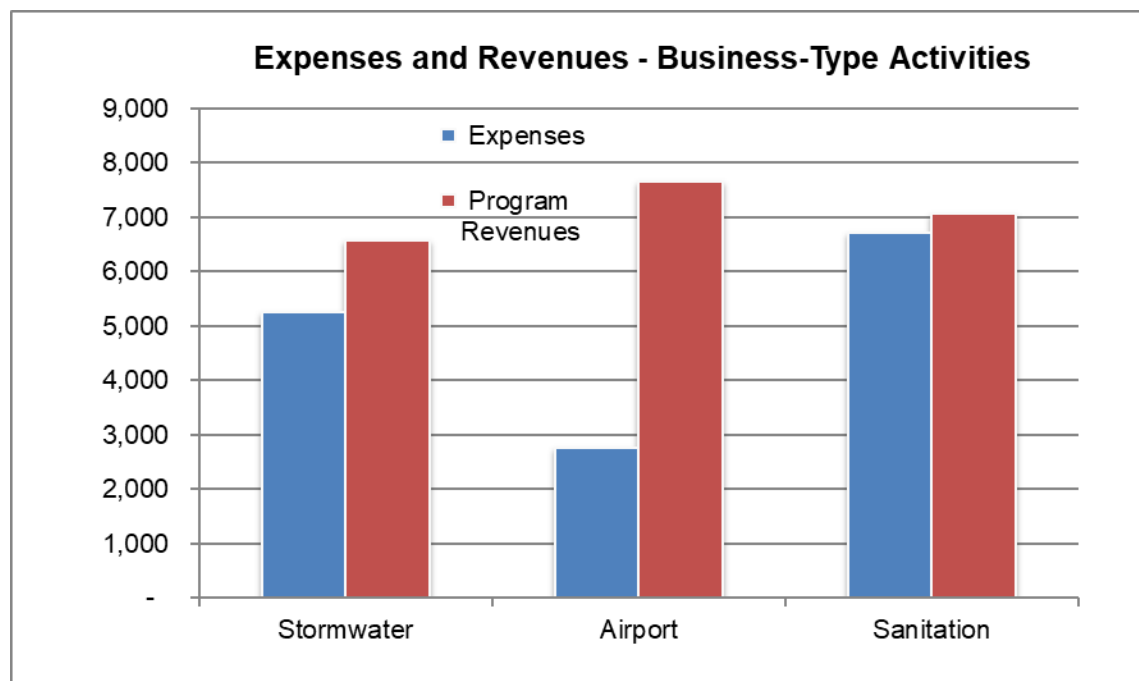
Business-type activities increased the City's net position by \$6,349, in line with the increase in the prior year. The Stormwater, Airport, and Sanitation expenses remained relatively unchanged from the prior year from operating strategies to provide cost effective services to users during the year. Additional information on the results of individual business-type activity funds is discussed in a different section.

Expenses and Program Revenues – Business-type Activities
(In Thousands)

Functions/Programs	Expenses			Net Increase (Decrease) in Net Position		
	2023	2022	% Change	2023	2022	% Change
Stormwater	\$ 5,262	\$ 5,258	- %	\$ 1,320	\$ 995	33 %
Airport	2,755	2,423	14 %	4,892	1,788	174 %
Sanitation	6,707	6,020	11 %	368	209	76 %
	<u>\$ 14,724</u>	<u>\$ 13,701</u>		<u>\$ 6,580</u>	<u>\$ 2,992</u>	

Revenues by Source – Business-type Activities
(In Thousands)

	2023	% of Total	2022	% Change
Charges for services	\$ 14,899	68 %	\$ 13,502	10 %
Operating grants and contributions	79	- %	312	(75) %
Capital grants and contributions	6,326	29 %	2,879	120 %
Investment income	470	2 %	(19)	(2,574) %
Miscellaneous	6	- %	3	100 %
Gain on sale of capital assets	2	0 %	1,597	(100) %
	<u>\$ 21,782</u>	<u>100 %</u>	<u>\$ 18,274</u>	



Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable resources*. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of fiscal year 2023, the City's governmental funds reported combined ending fund balances of \$120,160, an increase of \$12,373 in comparison with the prior year. This increase was largely the result of COVID-19 relief funds that reimbursed the City for some revenue lost in the prior years during the shutdown. Components of fund balance are now comprised of nonspendable, restricted, committed, assigned, and unassigned. The components of committed, assigned and unassigned are considered spendable unrestricted fund balance. The total spendable unrestricted fund balance of governmental funds in fiscal year 2023 was \$43,297 compared to \$43,755 for fiscal year 2022, a decrease of \$458 for all governmental funds. The main cause of this decrease was spending on additional provision of services out of available unrestricted funds.

The City has three major governmental funds - the General Fund, Community Development Block Grant fund and Local Option Sales Tax fund. More detailed information regarding these major funds is provided in the following section.

Major Funds - Governmental

General Fund

The General Fund is the chief operating fund of the City. At the end of fiscal year 2023, the spendable unrestricted fund balance (assigned for budgetary carryforward \$9,352 and unassigned fund balance \$36,121) of the General Fund totaled \$45,473 compared to \$43,791 in fiscal year 2022, an increase of \$1,682. As a measure of the General Fund's liquidity, it may be useful to compare the spendable unrestricted fund balance of \$45,473 to the total fund's expenditures of \$96,569. This represents 9.7% of total expenditures compared to 48.4% in the prior fiscal year. Thus, the City was able to maintain its liquidity available to meet upcoming expenditures. The fund balance in the General Fund increased by \$1,608 during the current fiscal year. The General Fund overall maintained the same level of spending as the prior year. Taxes increased by \$2,803 mainly from property taxes as property values continue to increase each year. Although expenditures increased from the prior year by \$15,959, this was offset by increased intergovernmental revenues of \$5,883 in line with that increase along with an increase of \$2,578 in investment income as the markets improved post-pandemic.

Community Development Block Grant

The Community Development Block Grant total fund balance decreased by \$1,541. Current year grant revenues were less than expenditures due to timing of projects. Revenue and expenditures remained close to the same as the prior year; however, there was a transfer out of \$1,571 in the current year for the CDBG program's contribution to the Haven project. This deficit fund balance should be alleviated in future periods by receipt of the grant funds.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023
(In Thousands)

Local Option Sales Tax

The Local Option Sales Tax total fund balance was increased by \$3,876. Current year tax revenues were \$665 greater than the prior year due to a spending increase in the City closer to pre-pandemic levels. Expenditures for capital improvement projects were \$2,256 greater than the prior year as several projects are in their construction phase.

Major funds - Enterprise

The City's enterprise funds provide the same type of information found in the government-wide financial statements, but in more detail. The City has three major enterprise funds – the Stormwater Fund, the Airport Fund, and the Sanitation Fund. Unrestricted net position in the Stormwater Fund increased by \$1,776, in the Airport Fund increased by \$2,651, and in the Sanitation Fund decreased by \$83 over the prior year. All three funds experienced minimal increases in operating revenues for continued use of services.

Stormwater Fund

The Stormwater Fund had an increase in net position of \$1,237. The minimal increase of \$1,237 shows the fund is operating effectively on current rates. Operating expenses were consistent with the prior year.

Airport Fund

The Airport Fund had an increase in net position of \$4,915. The Airport benefited from capital contributions for current improvements of \$6,321; and the minimal increase in operating expenses over the prior year was offset by the revenue gain.

Sanitation Fund

The Sanitation Fund had a minimal decrease in net position of \$197 from the prior year. Operating revenues were greater than operating expenses by \$583 in the current year, confirming that the City's rates are sufficient to cover operational costs of the sanitation system.

General Fund Budgetary Highlights

The General Fund's original budget was amended to increase expenditures by \$12,398 (not including transfers out). The changes for expenditures within functions are summarized in the table below. Adjustments were made for additional grant-funded expenditures, COVID-19 related expenditures, and personnel changes during the course of the year.

	Original Budget	Final Budget	Change
General Government	\$ 19,606	\$ 29,561	\$ 9,955
Public Safety	49,440	50,467	1,027
Transportation	6,343	7,070	727
Culture/Recreation	9,242	9,844	602
Non-departmental	31,540	31,627	87
	<u>\$ 116,171</u>	<u>\$ 128,569</u>	<u>\$ 12,398</u>

The General Fund under-spent the final budget by \$32,001 during fiscal year 2023. All departments except for the City Manager spent less than their final budget (from reduced personnel costs and delayed capital purchases) during the year while trying to provide the same levels of service to the City's citizens. The City Manager overspent the budget for project costs associated with The Haven project out of available reserves.

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023
(In Thousands)

The largest reduction resulted as the non-departmental budget included reserves for operating and capital that were not spent in the current year. The general government and public safety functions experienced the greatest reductions from the final budget totals primarily in personnel costs. The changes within functions are summarized in the table presented here.

	Actual Expenditures	Final Budget	Difference
General Government	\$ 30,930	\$ 29,561	\$ (1,369)
Public Safety	46,085	50,467	4,382
Transportation	5,168	7,070	1,902
Culture/Recreation	7,935	9,844	1,909
Non-departmental	6,451	31,627	25,176
Transfers Out	3,722	3,723	1
	<u>\$ 100,291</u>	<u>\$ 132,292</u>	<u>\$ 32,001</u>

Capital Assets and Long-term Debt

Capital Assets

The City's capital assets for its governmental and business-type activities as of September 30, 2023 amounts to \$334,292 (net of accumulated depreciation). These capital assets include land, software, right to use lease assets, parking capacity, buildings, improvements other than buildings, equipment, vehicles, infrastructure, and construction in progress. The total increase in the City's capital assets for the current fiscal year was \$15,925. Governmental activities increased capital assets by \$11,849 and business-type activities increased by \$4,076.

Within governmental activities, the largest increases from the beginning balances were in buildings for \$12,308, and construction in progress for \$6,292. These were primarily attributed to transportation projects and the Haven housing project. Right to use intangible assets are now recorded for the City's SBITAs. Additionally, depreciation expense remained in line with the prior year.

The capital assets of business-type activities increased for improvements for \$5,121 attributed to airport improvements. Depreciation expense remained consistent with the prior year.

City of Kissimmee, Florida
Capital Assets (Net)
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	\$ 45,083	\$ 46,296	\$ 1,892	\$ 1,892	\$ 46,975	\$ 48,188
Intangibles	23,100	22,334	373	329	23,473	22,663
Buildings	30,925	18,617	13,679	13,679	44,604	32,296
Improvements Other than Buildings	209,408	207,154	50,745	50,181	260,153	257,335
Equipment	43,960	41,397	15,280	14,064	59,240	55,461
Construction in Progress	56,195	49,903	9,893	4,772	66,088	54,675
	<u>408,671</u>	<u>385,701</u>	<u>91,862</u>	<u>84,917</u>	<u>500,533</u>	<u>470,618</u>
Less: Accumulated Depreciation	<u>(132,267)</u>	<u>(121,146)</u>	<u>(33,974)</u>	<u>(31,105)</u>	<u>(166,241)</u>	<u>(152,251)</u>
Capital Assets, net	<u>\$ 276,404</u>	<u>\$ 264,555</u>	<u>\$ 57,888</u>	<u>\$ 53,812</u>	<u>\$ 334,292</u>	<u>\$ 318,367</u>

CITY OF KISSIMMEE, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023
(In Thousands)

Additional information on the City's capital assets, including major construction commitments, can be found in Note 5 of this report.

Long-term Debt

At the end of fiscal year 2023, governmental activities had total debt outstanding of \$82,381. This is a decrease of \$(6,359) from the prior year, due to additional SBITAs payable. Notes from direct borrowings and direct placements and revenue bonds account for the majority of the City's overall outstanding debt. Notes from direct borrowing decreased by \$(3,210) and revenue bonds decreased by \$(2,001) due to scheduled payments in the current year.

City of Kissimmee, Florida
Outstanding Long-term Debt
(In Thousands)

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Notes from Direct						
Borrowings and Placements	\$ 13,325	\$ 16,535	\$ -	\$ -	\$ 13,325	\$ 16,535
Revenue Bonds	63,394	65,395	-	-	63,394	65,395
Financed Purchases, SBITAs						
Payable, Leases Payable	5,662	6,810	30	-	5,692	6,810
	<u>\$ 82,381</u>	<u>\$ 88,740</u>	<u>\$ 30</u>	<u>\$ -</u>	<u>\$ 82,411</u>	<u>\$ 88,740</u>

Additional information on the City's debt, including the current year issuance and any major changes to the City's credit ratings, can be found in Note 7 of this report.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the City at September 30, 2023 was 3.3%, which is an increase of .4% from the 2.9% unemployment rate from the prior year.
- Population increased minimally by 559 to 79,995 compared to 79,436 in the prior fiscal year.
- The ad valorem tax rate for the General Fund stayed constant at 4.6253 for the 2024 approved fiscal year budget.

Requests for Information

This financial report is designed to present users with a general overview of the City's finances and to demonstrate the City's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, contact the City's Finance Department, 101 Church Street, Kissimmee, Florida 34741.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION
September 30, 2023
(In Thousands)

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	\$ 58,145	\$ 11,915	\$ 70,060
Restricted Cash and Investments	75,189	-	75,189
Receivables (net)	4,069	1,359	5,428
Due from Other Governments	12,852	3,541	16,393
Due from KUA	2,260	-	2,260
Internal balances	1,173	(1,173)	-
Due from TWA	726	3	729
Inventories	169	-	169
Lease Receivable	507	-	507
Prepaid Items	346	-	346
Advances	1,334	(1,334)	-
Capital Assets:			
Capital Assets not Being Depreciated	101,278	11,785	113,063
Capital Assets Being Amortized (Net)	779	236	1,015
Capital Assets Being Depreciated (Net)	174,347	45,867	220,214
Total Capital Assets	276,404	57,888	334,292
Total Assets	433,174	72,199	505,373
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Outflows Related to OPEB	978	74	1,052
Deferred Outflows Related to Pensions	21,399	1,532	22,931
Total Deferred Outflows of Resources	22,377	1,606	23,983
LIABILITIES			
Accounts Payable	4,967	2,712	7,679
Contracts Payable	227	497	724
Accrued Liabilities	6,604	26	6,630
Due to Other Governments	1,291	-	1,291
Unearned Revenue	7,564	30	7,594
Deposits	74	-	74
Long-term Liabilities:			
Due Within One Year	8,420	55	8,475
Due in More Than One Year	153,262	5,510	158,772
Total Liabilities	182,409	8,830	191,239
DEFERRED INFLOWS OF RESOURCES			
Deferred Inflows Related to OPEB	3,185	266	3,451
Deferred Inflows Related to Pensions	402	5	407
Deferred Inflows Related to Leases	442	-	442
Total Deferred Inflows of Resources	4,029	271	4,300
NET POSITION			
Net Investment in Capital Assets	199,077	55,551	254,628
Restricted:			
Supplementary Care - Nonexpendable	1,318	-	1,318
Construction Projects	41,224	-	41,224
Public Safety	663	-	663
Charter School	2,984	-	2,984
Building Safety	7,732	-	7,732
Recreation Projects	3,788	-	3,788
Community Redevelopment	11,036	-	11,036
Other Purposes	6,444	-	6,444
Unrestricted	(5,153)	9,153	4,000
Total Net Position	\$ 269,113	\$ 64,704	\$ 333,817

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023
(In Thousands)

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities:							
General Government	\$ 60,491	\$ 32,535	\$ 8,468	\$ 3,008	\$ (16,480)	\$ -	\$ (16,480)
Public Safety	58,975	13,378	348	-	(45,249)	-	(45,249)
Transportation	11,297	371	-	5,084	(5,842)	-	(5,842)
Economic Environment	1,084	-	795	2,193	1,904	-	1,904
Culture/Recreation	10,171	1,182	54	1,603	(7,332)	-	(7,332)
Interest on Long-term Debt	2,878	-	-	-	(2,878)	-	(2,878)
Total Governmental Activities	144,896	47,466	9,665	11,888	(75,877)	-	(75,877)
Business-Type Activities:							
Stormwater	5,262	6,582	-	-	-	1,320	1,320
Airport	2,755	1,247	79	6,321	-	4,892	4,892
Sanitation	6,707	7,070	-	5	-	368	368
Total Business-Type Activities	14,724	14,899	79	6,326	-	6,580	6,580
Total	\$ 159,620	\$ 62,365	\$ 9,744	\$ 18,214	(75,877)	6,580	(69,297)
General revenues:							
Property Tax					21,733	-	21,733
Sales Tax					6,951	-	6,951
Public Service Tax					7,777	-	7,777
Gas Tax					3,265	-	3,265
Other Locally Assessed Utility Tax					1,883	-	1,883
Other Taxes					4,854	-	4,854
Local Option Discretionary Tax					11,448	-	11,448
State Revenue Sharing					4,420	-	4,420
Unrestricted Intergovernmental Revenues					30,044	-	30,044
Franchise Fees					216	-	216
Investment Income (Loss)					5,338	470	5,808
Gain on Sale of Capital Assets					1,453	2	1,455
Miscellaneous					2,453	6	2,459
Transfers					709	(709)	-
Total General Revenues and Transfers					102,544	(231)	102,313
Change in Net Position					26,667	6,349	33,016
Net Position - Beginning					242,446	58,355	300,801
Net Position - Ending					<u>\$ 269,113</u>	<u>\$ 64,704</u>	<u>\$ 333,817</u>

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2023
(In Thousands)

	General	Community Development Block Grant	Local Option Sales Tax	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Cash and Cash Equivalents	\$ 42,202	\$ 307	\$ 18,783	\$ 52,472	\$ 113,764
Restricted Cash and Investments	36	-	-	11,422	11,458
Accounts Receivable (net)	3,883	-	-	130	4,013
Special Assessments Receivable (net)	17	-	-	-	17
Due from KUA	2,260	-	-	-	2,260
Due from Other Funds	3,953	-	-	-	3,953
Due from Other Governments	6,459	1,617	1,855	2,497	12,428
Prepaid Items	293	-	-	53	346
Inventories	71	-	-	-	71
Leases Receivable	155	-	-	-	155
Advance to Other Funds	-	-	-	3,230	3,230
Total Assets	\$ 59,329	\$ 1,924	\$ 20,638	\$ 69,804	\$ 151,695
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	\$ 1,416	\$ 53	\$ 749	\$ 2,243	\$ 4,461
Contracts Payable	12	-	2	213	227
Accrued Liabilities	-	-	-	6,604	6,604
Due to Other Funds	-	1,894	-	886	2,780
Due to Other Governments	1,291	-	-	-	1,291
Advance from Other Funds	-	-	1,896	-	1,896
Deposits Payable	74	-	-	-	74
Advanced Grants	6,109	-	-	1,455	7,564
Total Liabilities	8,902	1,947	2,647	11,401	24,897
Deferred Inflows of Resources:					
Deferred Inflows - Leases	150	-	-	-	150
Unavailable Earned Revenues	3,758	1,601	-	1,129	6,488
Total Deferred Inflows of Resources	3,908	1,601	-	1,129	6,638
Fund Balances (Deficits):					
Nonspendable Prepaids and Inventories	364	-	-	53	417
Nonspendable Advances	-	-	-	3,230	3,230
Nonspendable Supplementary Care	-	-	-	1,318	1,318
Restricted for Transportation Projects	-	-	-	18,006	18,006
Restricted for Public Safety Projects	657	-	-	-	657
Restricted for Development Services	-	-	-	7,732	7,732
Restricted for Economic Development	-	-	-	11,315	11,315
Restricted for Recreation Projects	-	-	-	3,788	3,788
Restricted for Charter School	-	-	-	2,984	2,984
Restricted for Construction Projects	-	-	-	6,248	6,248
Restricted for Other Capital Improvements	25	-	17,991	3,152	21,168
Assigned for Budgetary Carryforward	9,352	-	-	-	9,352
Assigned for Debt Service	-	-	-	96	96
Unassigned (Deficits)					
Special Revenue Funds	36,121	(1,624)	-	(648)	33,849
Total Fund Balances (Deficits)	46,519	(1,624)	17,991	57,274	120,160
Total Liabilities, Deferred Inflows and Fund Balances (Deficits)	\$ 59,329	\$ 1,924	\$ 20,638	\$ 69,804	\$ 151,695

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
as of September 30, 2023
(In Thousands)

Total fund balances of governmental funds \$ 120,160

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The cost of the assets is \$398,625, the accumulated depreciation is \$108,044, and the accumulated amortization is \$17,393. The difference does not include the net capital assets of the internal service funds which are included below. 273,188

The internal service fund is used by management to charge the costs of risk management services to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position. 4,831

Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities-both current and long term-are reported in the statement of net position. The amount does not include the long-term liabilities of the internal service funds which are included above. Long-term liabilities at yearend consist of:

Bonds payable	\$ (59,683)	
Bonds premium	(3,711)	
Notes from direct borrowing and direct placements	(13,325)	
Financed purchases	(2,225)	
Leases and SBITAs payable	(3,224)	
Other postemployment benefits liability	(4,975)	
Compensated absences	(2,481)	(89,624)

Net pension liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds. (63,922)

Deferred inflows and outflows of resources related to pensions and OPEB are not recognized in the governmental funds; however, they are recorded in the statement of net position.

Deferred outflows of resources related to OPEB	918	
Deferred outflows of resources related to pensions	20,445	
Deferred inflows of resources related to OPEB	(2,984)	
Deferred inflows of resources related to pensions	(387)	17,992

Amount for earned but unavailable revenues recognized as revenue of the current period 6,488

Total net position of governmental activities \$ 269,113

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2023
(In Thousands)

	General	Community Development Block Grant	Local Option Sales Tax	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES					
Taxes	\$ 29,786	\$ -	\$ 11,448	\$ 3,265	\$ 44,499
Permits, Fees and Special Assessments	226	-	-	8,319	8,545
Intergovernmental Revenues	52,128	657	-	12,686	65,471
Charges for Services	10,957	-	-	1,763	12,720
Fines and Forfeitures	568	-	-	-	568
Investment Income (Loss)	2,338	-	639	2,059	5,036
Miscellaneous Revenues	2,042	-	-	366	2,408
Total Revenues	<u>98,045</u>	<u>657</u>	<u>12,087</u>	<u>28,458</u>	<u>139,247</u>
EXPENDITURES					
Current:					
General Government	36,136	-	341	6,932	43,409
Public Safety	46,085	-	1,216	6,360	53,661
Transportation	5,168	-	1,716	3,973	10,857
Economic Environment	-	627	-	460	1,087
Culture/Recreation	7,935	-	52	460	8,447
Debt Service:					
Principal Retirement	1,215	-	351	5,050	6,616
Interest and Fiscal Charges	10	-	60	2,939	3,009
Professional Fees	20	-	-	-	20
Capital Outlay	-	-	-	1,945	1,945
Total Expenditures	<u>96,569</u>	<u>627</u>	<u>3,736</u>	<u>28,119</u>	<u>129,051</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>1,476</u>	<u>30</u>	<u>8,351</u>	<u>339</u>	<u>10,196</u>
OTHER FINANCING SOURCES and (USES)					
Transfers In	3,821	-	34	12,425	16,280
Transfers (Out)	(3,722)	(1,571)	(4,509)	(5,784)	(15,586)
Proceeds from Sale of Capital Assets	-	-	-	1,450	1,450
Issuance of Leases	33	-	-	-	33
Total Other Financing Sources and (Uses)	<u>132</u>	<u>(1,571)</u>	<u>(4,475)</u>	<u>8,091</u>	<u>2,177</u>
Net Change in Fund Balances	<u>1,608</u>	<u>(1,541)</u>	<u>3,876</u>	<u>8,430</u>	<u>12,373</u>
Fund Balances (Deficit) - Beginning	<u>44,911</u>	<u>(83)</u>	<u>14,115</u>	<u>48,844</u>	<u>107,787</u>
Fund Balances (Deficit) - Ending	<u>\$ 46,519</u>	<u>\$ (1,624)</u>	<u>\$ 17,991</u>	<u>\$ 57,274</u>	<u>\$ 120,160</u>

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2023
(In Thousands)

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$	12,373
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Governmental funds report capital purchases as expenditures. However, in the statement of activities, the cost of those assets is depreciated and amortized over their estimated useful lives and reported as depreciation expense. This is the amount by which capital purchases (\$23,688) and donations (\$0) exceeds depreciation (\$10,601, which excludes the amount related to internal service funds accounted for below) and amortization (\$561).

		12,526
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The issuance of bonds and similar long-term debt provides current financial resources to governmental funds and thus contributes to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds, but reduces the liability in the statement of net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The amounts of the items that make up these differences in the treatment of long-term debt and related items are:

Debt issued or incurred:		
Proceeds from leases	\$	(33)
Principal repayments:		
Bonds	1,840	
Amortization of bond premium	161	
Notes from direct borrowings and direct placements	3,210	
Leases and SBITAs payable	990	
Financed purchases	576	6,744

Under the modified accrual basis of accounting used in governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. These adjustments are as follows:

Compensated absences	(28)	(28)
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Continued

CITY OF KISSIMMEE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES - Continued
For The Year Ended September 30, 2023
(In Thousands)

Cash pension and OPEB contributions recorded in the funds were less than the calculated pension and OPEB expenses on the statement of activities and therefore decreased net position.	\$ (7,952)
Under the modified accrual basis of accounting, governmental revenues are recognized when both the measureable and available criteria have been met. Those revenues earned in the current year were not recognized since the availability criteria was not met. Under full accrual accounting, all revenues would be recognized.	5,225
In the statement of activities, only the loss on the sale/disposal of capital assets is reported. The change in net position differs from the change in fund balance by the cost of the capital assets sold/disposed or adjusted in value.	(1,498)
The internal service fund is used by management to charge the costs of risk management services to other funds. The net revenue of the internal service fund is reported with governmental activities.	(723)
Change in net position of governmental activities	<u>\$ 26,667</u>
<i>The notes to the financial statements are an integral part of the financial statements.</i>	

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
September 30, 2023
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
ASSETS					
Current Assets:					
Cash and Cash Equivalents	\$ 8,132	\$ 578	\$ 3,205	\$ 11,915	\$ 8,112
Accounts Receivable (net)	435	225	699	1,359	39
Due from Other Governments	-	3,541	-	3,541	424
Due from TWA	-	-	3	3	727
Inventories	-	-	-	-	98
Leases Receivable	-	-	-	-	352
Total Current Assets	8,567	4,344	3,907	16,818	9,752
Capital Assets:					
Land	1,583	309	-	1,892	-
Buildings	509	12,763	407	13,679	569
Improvements Other Than Buildings	30,242	20,298	205	50,745	5,453
Software, Net	37	199	-	236	299
Machinery, Equipment and Vehicles	6,725	811	7,744	15,280	3,475
Construction in Progress	840	9,053	-	9,893	-
Less: Accumulated Depreciation	(13,944)	(14,758)	(5,135)	(33,837)	(6,580)
Total Capital Assets	25,992	28,675	3,221	57,888	3,216
Total Noncurrent Assets	25,992	28,675	3,221	57,888	3,216
Total Assets	34,559	33,019	7,128	74,706	12,968
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Outflows Related to OPEB	36	9	29	74	60
Deferred Outflows Related to Pensions	710	167	655	1,532	954
Total Deferred Outflows of Resources	746	176	684	1,606	1,014
<i>Continued</i>					

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF NET POSITION - Continued
PROPRIETARY FUNDS
September 30, 2023
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
LIABILITIES					
Current Liabilities:					
Accounts Payable	\$ 113	\$ 1,846	\$ 753	\$ 2,712	\$ 506
Contracts Payable	-	497	-	497	-
Accrued Liabilities	-	26	-	26	-
Due to KUA	-	-	-	-	1
Due to Other Funds	-	1,173	-	1,173	-
Deposits	-	20	10	30	-
Advances from Other Funds	-	-	1,334	1,334	-
Compensated Absences Payable	18	7	15	40	40
SBITA Liability Current	-	15	-	15	51
Estimated Claims Payable	-	-	-	-	2,236
Total Current Liabilities	131	3,584	2,112	5,827	2,834
Noncurrent Liabilities:					
Compensated Absences Payable	73	26	61	160	160
Other Postemployment Benefits	299	61	246	606	334
Net Pension Liability	2,195	548	1,986	4,729	2,917
SBITA Liability	-	15	-	15	162
Estimated Claims Payable	-	-	-	-	2,236
Total Noncurrent Liabilities	2,567	650	2,293	5,510	5,809
Total Liabilities	2,698	4,234	4,405	11,337	8,643
DEFERRED INFLOWS OF RESOURCES					
Deferred Inflows Related to Leases	-	-	-	-	292
Deferred Inflows Related to OPEB	118	41	107	266	201
Deferred Inflows Related to Pensions	5	-	-	5	15
Total Deferred Inflows of Resources	123	41	107	271	508
NET POSITION					
Net Investment in Capital Assets	25,986	26,344	3,221	55,551	2,908
Unrestricted	6,498	2,576	79	9,153	1,923
Total Net Position	\$ 32,484	\$ 28,920	\$ 3,300	\$ 64,704	\$ 4,831

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2023
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Operating Revenues:					
Charges for Services	\$ 6,582	\$ 1,247	\$ 7,070	\$ 14,899	\$ 24,157
Miscellaneous Revenues	-	3	3	6	192
Total Operating Revenues	6,582	1,250	7,073	14,905	24,349
Operating Expenses:					
Personal Services	2,640	868	2,504	6,012	4,258
Contracted Services	662	26	1,658	2,346	2,925
Supplies and Materials	223	27	369	619	207
Repairs and Maintenance	245	124	426	795	3,370
Other Services and Charges	75	212	457	744	2,474
Depreciation and Amortization	1,309	1,480	992	3,781	777
Claims/Premium Expense	80	17	84	181	11,649
Total Operating Expenses	5,234	2,754	6,490	14,478	25,660
Operating Income (Loss)	1,348	(1,504)	583	427	(1,311)
Nonoperating Revenues (Expenses):					
Operating Grants	-	79	-	79	-
Interest Expense	-	(1)	(168)	(169)	(10)
Investment Income (Loss)	271	20	179	470	297
Lease Revenues	-	-	-	-	93
Insurance Recoveries	-	-	-	-	190
Gain or (Loss) from Sale of Capital Assets	(28)	2	(49)	(75)	3
Total Nonoperating Revenues (Expenses)	243	100	(38)	305	573
Income (Loss) Before Contributions and Transfers	1,591	(1,404)	545	732	(738)
Capital Contributions	-	6,321	5	6,326	-
Transfers In	-	-	-	-	15
Transfers (Out)	(354)	(2)	(353)	(709)	-
Change in Net Position	1,237	4,915	197	6,349	(723)
Net Position - Beginning	31,247	24,005	3,103	58,355	5,554
Net Position - Ending	\$ 32,484	\$ 28,920	\$ 3,300	\$ 64,704	\$ 4,831

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For The Year Ended September 30, 2023
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Cash Flows from Operating Activities					
Receipts from Customers and Users	\$ 6,559	\$ 1,134	\$ 6,941	\$ 14,634	\$ 24,797
Payments to Suppliers	(1,471)	(513)	(2,906)	(4,890)	(21,180)
Payments to Employees	(2,345)	(758)	(2,226)	(5,329)	(3,787)
Net Cash Provided (Used) by Operating Activities	2,743	(137)	1,809	4,415	(170)
Cash Flows from Noncapital Financing Activities					
Operating Grants	-	79	-	79	-
Transfers (to) Other Funds	(354)	(2)	(353)	(709)	-
Transfers from Other Funds	-	42	-	42	15
Net Cash Provided (Used) by Noncapital Financing Activities	(354)	119	(353)	(588)	15
Cash Flows from Capital and Related Financing Activities					
Acquisition/Construction of Capital Assets	(822)	(3,512)	(1,316)	(5,650)	(799)
Capital Contributions	-	3,436	-	3,436	-
Repayment of Fund Advance	-	-	(2,306)	(2,306)	-
Proceeds from Leasing Activities	-	-	-	-	36
Lease, SBITA Payable Principal Payments	-	(14)	-	(14)	(319)
Lease, SBITA Payable Interest Payments	-	(1)	-	(1)	(10)
Proceeds from Insurance Recoveries	-	-	-	-	190
Proceeds from Sale of Capital Assets	72	2	-	74	3
Net Cash Provided (Used) by Capital and Related Financing Activities	(750)	(89)	(3,790)	(4,629)	(899)
Cash Flows from Investing Activities					
Income (Loss) on Investments	271	20	179	470	297
Net Cash Provided (Used) by Investing Activities	271	20	179	470	297
Net Increase (Decrease) in Cash and Cash Equivalents	1,910	(87)	(2,155)	(332)	(757)
Cash and Cash Equivalents at Beginning of Year	6,222	665	5,360	12,247	8,869
Cash and Cash Equivalents at End of Year	\$ 8,132	\$ 578	\$ 3,205	\$ 11,915	\$ 8,112

Continued

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CASH FLOWS - Continued
PROPRIETARY FUNDS
For The Year Ended September 30, 2023
(In Thousands)

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Stormwater	Airport	Sanitation	Total	
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income (Loss)	\$ 1,348	\$ (1,504)	\$ 583	\$ 427	\$ (1,311)
Depreciation and Amortization	1,309	1,480	992	3,781	777
Change in Assets and Liabilities:					
(Increase) Decrease in Accounts Receivable	(24)	(113)	(139)	(276)	(9)
(Increase) Decrease in Due from Other Governments	-	-	-	-	147
(Increase) Decrease in Due from KUA	1	-	7	8	25
(Increase) Decrease in Due from TWA	-	-	-	-	285
(Increase) Decrease in Inventories	-	-	-	-	(23)
(Increase) Decrease in Deferred Outflows OPEB	7	3	8	18	14
(Increase) Decrease in Deferred Outflows Pensions	387	140	342	869	600
Increase (Decrease) in Accounts Payable	(186)	(25)	88	(123)	(373)
Increase (Decrease) in Customer Deposits	-	(3)	-	(3)	-
Increase (Decrease) in Accrued Liabilities	-	3	-	3	-
Increase (Decrease) in OPEB	(60)	(26)	(62)	(148)	(113)
Increase (Decrease) in Compensated Absences	3	1	16	20	18
Increase (Decrease) in Claims Payable	-	-	-	-	(159)
Increase (Decrease) in Net Pension Liability	(91)	(33)	(80)	(204)	(141)
Increase (Decrease) in Deferred Inflows OPEB	52	22	54	128	98
Increase (Decrease) in Deferred Inflows Pensions	(3)	-	-	(3)	(5)
Total Adjustments	1,395	1,367	1,226	3,988	1,141
Net Cash Provided (Used) by Operating Activities	\$ 2,743	\$ (137)	\$ 1,809	\$ 4,415	\$ (170)

There are no noncash investing, capital, and financing activities in the Proprietary Funds.

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
September 30, 2023
(In Thousands)

ASSETS

Cash and Cash Equivalents	\$ 8,297
Receivables:	
Interest Receivable	335
Total Receivables	<u>335</u>
Investments, at Fair Value:	
Fixed Income	52,636
Equities	141,474
Mutual Funds	36,794
Commingled Funds	22,310
Total Investments	<u>253,214</u>
Total Assets	<u><u>261,846</u></u>

**Net Position Restricted
for Pension Benefits**

\$ 261,846

The notes to the financial statements are an integral part of the financial statements.

CITY OF KISSIMMEE, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS
For The Year Ended September 30, 2023
(In Thousands)

ADDITIONS

Contributions:	
Employer	\$ 8,669
Plan Members	1,584
State	2,051
Total Contributions	<u>12,304</u>
Investment earnings:	
Net increase (decrease) in fair value of investments	18,797
Interest and dividends	6,400
Total Investment Earnings (Loss)	<u>25,197</u>
Less Investment Expense ¹	872
Net Investment Earnings (Loss)	<u>24,325</u>
Other	1,552
Total Additions	<u>38,181</u>

DEDUCTIONS

Benefits	17,373
Administrative Expense	282
Total Deductions	<u>17,655</u>

Change in Net Position	20,526
Net Position - Beginning of Year	<u>241,320</u>
Net Position - End of Year	<u>\$ 261,846</u>

¹ Investment related expenses include investment advisory, custodial and performance monitoring fees.

The notes to the financial statements are an integral part of the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Kissimmee, Florida (the “City”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant City accounting policies are described below.

A. The Reporting Entity

The City was established pursuant to 65-1775 laws of Florida. The legislative branch of the City is composed of a five (5) member elected Commission, including a city-wide elected mayor. The City Commission is governed by the City Charter, and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate, are in substance, part of the City’s operations. The City has two blended component units, the Community Redevelopment Agency Downtown (the “Downtown CRA”) and the Community Redevelopment Agency Vine Street (the “Vine St CRA”). The CRAs are incremental taxing districts created by City Ordinance #1893, in April of 1993, pursuant to Florida Statute 163.356. The City Commission serves as the governing board, approves the budgets, provides funding and performs all accounting functions for both of the CRAs. The CRA’s services are provided exclusively to the City. The CRAs have been presented as blended component units classified as special revenue funds. The CRAs issue stand-alone statements that can be obtained from the City’s Finance Department. The City has no discretely presented component units. Additionally, the City has three fiduciary component units and they are reported as the City’s pension trust funds. More information on the pension trust funds can be found in Note 8.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component unit. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. The Statement of Activities demonstrates the degree to which the direct expenses and indirect costs of a given function, or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Indirect expenses* are those costs that are allocated to functions and activities in accordance with the City’s adopted indirect cost allocation plan. The “Expenses” column includes both direct and indirect expenses. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items properly not included among program revenues are reported instead as *general revenues*.

Separate fund financial statements are provided for governmental funds, enterprise funds, internal service funds and the pension trust funds. The pension trust funds are excluded from the government-wide financial statements. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements. The internal service funds are grouped together and shown alongside the enterprise funds. The internal service funds are combined with the governmental funds to aggregate governmental activities in the government-wide financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

1. Government-wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

2. Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, licenses, grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

- The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The *Community Development Block Grant (CDBG)* fund is a special revenue fund used to account for the revenues and expenditures of the CDBG program at the City.
- The *Local Option Sales Tax* fund is a special revenue fund used to account for the City's share of the local option sales tax revenues designated for improvements and infrastructure projects.

The City reports the following major enterprise funds:

- The *Stormwater Fund* accounts for the fiscal activities of the City's stormwater operations and maintenance.
- The *Airport Fund* accounts for the fiscal activities of the City's airport operations and maintenance.

- The *Sanitation Fund* accounts for the fiscal activities of the City's solid waste removal service operations.

Additionally, the City reports the following fund types:

- *Special Revenue Funds* account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes.
- *Debt Service Funds* account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.
- *Capital Projects Funds* account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays (excluding proprietary fund capital outlays).
- *Internal Service Funds* account for certain activities of the City's centralized services and risk management program. Centralized services include information technology, purchasing, warehouse, garage, building maintenance, and printing. Risk management activities include legal expenses incurred related to activities not specifically covered by City insurance policies and collections of settlements or refunds from related cases.
- *Pension Trust Funds* account for the activities of the City's General Employees', Police Officers', and Firefighters' Pension Plans, which accumulate resources for pension benefit payments to qualified employees.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for the enterprise funds and internal service funds include the cost of sales and services, administrative expenses, claims expense, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use unrestricted resources first, and then restricted resources, as they are needed for their intended purposes. For unrestricted resources, the City considers that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

D. Budgetary Requirements

The following procedures are used to establish the budgetary data reflected in the financial statements pursuant to Florida Statutes and the City Charter:

- 1) The City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. Work sessions are held to review the proposed budget.
- 2) Public hearings are held to obtain taxpayer comments.
- 3) Prior to October 1, the City Commission conducts the final budget hearing to consider additional public comments and to adopt the final ad valorem millage and final budget.
- 4) Budgets are legally adopted and formal budgetary integration is employed as a management control device during the year for the general fund, certain special revenue funds, certain debt service funds,

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and certain capital projects funds. Budgets are not adopted for the Pension Trust Funds, Federal Grants Fund, State Grants Fund, Shingle Creek Regional Trail, Victim of Crime Act, CARES Act Relief, Police and Firefighters Premium Tax Fund, Section 8 HAPP Fund, Supplementary Care, FmHA Bond, 2017 Revenue Note, 2021 Line of Credit Debt, and all capital projects funds except the 2022 Bonds Capital Projects Fund.

- 5) Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).
- 6) The City Manager is authorized to approve transfers between line items other than salary accounts within any department, with all such adjustments reported on a monthly basis to the City Commission. However, the City Manager can approve transfers of unused amounts in salary account line items to advertising, recruiting and/or professional service account line items. Transfers between departments, other transfers between salary account line items and changes in total budget appropriations for a fund must have prior approval of the City Commission. During the current fiscal year, various appropriations were approved in accordance with this policy. Budgeted amounts shown in the financial statements are as originally adopted and as further amended.
- 7) Budget appropriations lapse at year-end. Encumbrances outstanding at year-end are charged against the ensuing year's budget, and thus are not shown in budget to actual presentations and are carried forward.

E. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, demand deposits, certificates of deposit, money market accounts, savings accounts, investments in the State Board of Administration (SBA) Florida PRIME (Florida PRIME), and highly liquid investments (including restricted assets) with a maturity of three months or less when purchased.

F. Investments

Investments are stated at fair value, with the exception of the investments with Florida PRIME, which are reported at amortized cost in accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*. GASB Statement No. 79 establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. The City's investments in the Florida PRIME are similar to money market funds in which units are owned in the fund rather than the underlying investments. There are no limitations or restrictions on withdrawals from Florida PRIME; although in the occurrence of an event that has a material impact on liquidity or operations of the trust fund, the fund's executive director may limit contributions to or withdrawals from the trust fund for a period of 48 hours.

G. Receivables

Property Taxes Receivable

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills. The City's millage for the fiscal year 2022-2023 is 4.6253 mills. All real and tangible personal property taxes are due and payable on the levy date of November 1 of each year or as soon thereafter as the assessment roll is certified by the Osceola County Property Appraiser (levy date). Osceola County mails to each property owner on the assessment roll a notice of the taxes due and the County also collects the taxes for the City. Taxes may be paid upon receipt of such notice from the County, with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the

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month of December, two percent (2%) if paid in the month of January, and one percent (1%) if paid in the month of February.

Taxes paid during the month of March are without discount and all unpaid taxes on real and tangible property become delinquent on April 1 (the lien date) of the year following the year in which taxes were assessed. Procedures for collecting delinquent taxes, including applicable tax certificate sales, are provided for by the Laws of Florida.

Special Assessments Receivable

Special assessments receivable are recorded at the time the related project is completed and are secured by liens on the property benefited. Revenue in governmental funds is deferred until such time it becomes an available, spendable or appropriable resource. Special assessment revenues are recorded in the government-wide and enterprise fund financial statements when earned.

H. Inventories and Prepays

Inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Prepays represent payments made to vendors for services that will benefit the City beyond September 30, 2023. These payments are recorded as expenditures or expenses when consumed rather than when purchased.

I. Restricted Assets

Restricted cash and cash equivalents of governmental funds arise from provisions within revenue bonds issued by the City and are so designated on the statement of net position and balance sheets of governmental funds.

J. Capital Assets

Capital assets include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), and are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Property, plant, equipment, and intangibles with initial, individual costs that equal or exceed one thousand dollars and estimated useful lives of over one year are recorded as capital assets. Infrastructure is capitalized when the initial costs equal or exceed \$25 and has an estimated useful life of more than one year. For lease right-to-use intangible assets, the City capitalizes when the lease asset is \$5 or greater. Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. Infrastructure capital assets are included in improvements other than buildings for financial statement classification.

Intangibles assets are amortized over their useful lives, when the length of their lives is limited by contractual or legal limitations. Buildings, improvements, infrastructure, and equipment are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	25
Improvements Other than Buildings	4-12
Infrastructure	20-50
Equipment and Intangibles	5-20

K. Bond/Note Issuance Costs

These costs are charged to current expenditures/expenses when bonds are issued.

L. Compensated Absences

City policy allows each employee to accumulate up to three times the accrual rate, ranging from 30 to 60 days of vacation leave. Time accrued beyond that is forfeited unless an exception is granted by the City Manager. The majority of employees utilize their annual accrual of vacation leave during the year accrued. Employees are allowed to accumulate up to 60 days of medical leave. Time accrued beyond that is paid to the employees every year at the rate of one-half their pay rate. The City records compensated absences in governmental funds, only if they have matured, as expenditures for the amount accrued during the year that would normally be liquidated with expendable, available financial resources. The City accrues compensated absences in the period they are earned in the government-wide and enterprise fund financial statements.

M. Total Other Postemployment Benefits (OPEB) Liability

The total OPEB liability of the City's Other Postemployment Benefits Plan (the OPEB Plan) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. This includes for purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB benefits, and OPEB expense. Current payroll costs are used as a basis to allocate deferred elements, total OPEB liability, and OPEB expense. Benefit payments are recognized when due and payable in accordance with the benefit terms. The plan is not administered through a trust.

N. Unearned Revenue

Unearned revenue in the governmental funds represent paving assessment receivables and grant receivables that are measurable, but the revenue was unearned.

O. Leases

The City enters into many noncancelable leases for the right to use land, facilities and equipment throughout its operations. When the City is the lessee, the contracts result in recognition of a right-to-use intangible asset that is offset by a corresponding lease liability. When the City is the lessor, the contracts result in recognition of a lease receivable and corresponding deferred inflow of resources. Lease intangible assets are reported with capital assets and lease liabilities are reported with long-term liabilities on the government-wide and proprietary fund financial statements.

At commencement of a lease where the City is the lessee, the City initially measures the lease liability at present value of total payments over the lease term. The lease asset is measured as the value of the lease liability, adjusted for any prepayments, plus certain initial direct costs. At commencement of a lease when the City is the lessor, the City measures the lease receivable at present value of expected rental receipts over the lease term. The deferred inflow of resources is measured as the initial amount of the lease receivable, adjusted for prepayments received prior to the lease commencement.

Estimates and judgments are sometimes made when determining the discount rate and overall term of the leases. The City monitors its leases for significant changes in circumstances that warrant a remeasurement of the lease liability and associated intangible asset, and/or lease receivable and associated deferred inflow of resources.

P. Subscription-Based Information Technology Arrangements (SBITAs)

The City is a user of subscription-based software throughout its operations. To account for these types of subscription arrangements, a right-to-use intangible asset is recognized along with a corresponding SBITA liability. Right-to-use SBITA intangible assets are reported with capital assets and SBITA liabilities are reported with long-term liabilities on the government-wide and proprietary fund financial statements. At commencement of a subscription, the City initially measures the SBITA liability at present value of total payments over the subscription term. The SBITA asset is measured as the value of the SBITA liability, adjusted for any prepayments, plus certain initial direct development costs. A threshold of \$15 is used by the City for determining recognition.

Q. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. In the statement of net position, the deferred outflow for pensions is an aggregate of items related to pensions and the deferred outflow for OPEB is an aggregate of items related to OPEB. The deferred outflows related to pensions and OPEB will be recognized as either expense or a reduction in the related liability in future reporting years. Details on the composition of the deferred outflows related to pensions and OPEB are further discussed in the Notes.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. In the statement of net position, the deferred inflow for pensions is an aggregate of items related to pensions and the deferred inflows for OPEB is an aggregate of items related to OPEB. The deferred inflows related to pensions and OPEB will be recognized as reductions to expense in future reporting years. The deferred inflows related to leases will be recognized as lease revenues in future reporting years. Details on the composition of the deferred inflows related to pensions and OPEB are further discussed in Notes 8 and 9.

The City also reports deferred inflows of resources on applicable governmental fund statements that represent revenues which are measurable but not available in accordance with the modified accrual basis of accounting. These deferred inflows of resources will be recognized as revenue in the fiscal year they are earned or become available. The majority of these deferred inflows of resources represent lease revenues and grant reimbursements.

R. Pensions/Net Pension Liability

In the government-wide financial statements and also the proprietary funds statements, net pension liability represents the present value of projected benefit payments to be provided through the cost-sharing and single employer pension plans to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the pension plan's fiduciary net position. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pension plans, and pension expense, information about the fiduciary net position and additions to/deductions from fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Current contributions are used as a basis to allocate deferred elements, net pension liability, and pension expense.

S. Contributions

Contributions consist primarily of donations from federal and state aid programs. Contributions are recognized when earned or when legal title is transferred to the City for contributed capital assets.

T. Fund Balances

The City classified governmental fund balances as follows:

- Nonspendable Fund Balance - represents fund balance that is (a) not in a spendable form such as prepaid items or (b) legally or contractually required to be maintained intact such as an endowment.
- Restricted Fund Balance - consists of amounts that can be spent only on the specific purposes stipulated by law or by the external providers of those resources.
- Committed Fund Balance - self-imposed limitations set in place prior to the end of the fiscal period. These amounts can be used only for the specific purposes determined by a formal action of the City Commission, which is the highest level of decision-making authority, and that require the same level of formal action to remove the constraint. The City Commission can establish, modify or rescind committed fund balance through the formal approval of an ordinance.
- Assigned Fund Balance - amounts that are subject to a purpose constraint that represents an intended use established by the City Commission or by their designated body or official. The City Manager was appointed with the authority to assign fund balance through the City Commission's approval of the City's fund balance policy. Formal action is *not* necessary to impose, remove, or modify a constraint in assigned fund balance. Additionally, this category is used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year's budget.
- Unassigned Fund Balance - represents the residual classification or fund balance and includes all spendable amounts not contained within the other classifications of the General Fund. Unassigned fund balances may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes. Currently, the Victim of Crime Act, Neighborhood Stabilization and HOME, and Community Development Block Grant have negative unassigned fund balances.

U. Net Position Restricted by Enabling Legislation

In the government-wide financial statements, governmental activities report restricted net position of \$75,189, of which management has determined \$7,732 for building code enforcement is restricted by enabling legislation.

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits

Deposits consist of demand accounts (interest and non-interest bearing). All deposits with financial institutions were 100% insured by Federal depository insurance or by collateral pursuant to the Public Depository Security Act of the State of Florida. The bank balance of demand accounts was \$6,690. The carrying amount of the demand deposits, cash with fiscal agent, and cash on hand at September 30, 2023 was \$9,454 due to timing of transactions.

Investments

The City's investment policy is governed by local resolution and bond covenants. Allowable investments include: the SBA Florida PRIME; negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States government; bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States agencies, provided such obligations are backed by the full faith and credit of the United States Government; bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States Government agencies which are not full

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faith and credit agencies; repurchase agreements; bankers' acceptances; commercial paper; state and/or local government taxable and tax-exempt debt; and fixed income mutual funds. In addition, the City's retirement plans may invest in corporate bonds and stocks as well as limited partnerships.

The City categorizes the fair value measurements of its investments based on the hierarchy established by GASB Statement No. 72, *Fair Value Measurement and Application*. The hierarchy has three levels based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. GASB 72 allows for the use of quoted prices provided by third parties. The City uses quoted prices provided by its third-party custodians for its pension trust funds.

The following is a summary of the City's pooled investments at September 30, 2023. The valuation method for investments measured at the net asset value (NAV) per share (or its equivalent) is also presented.

		Weighted Average	
<u>Measured using the net asset value:</u>	Fair Value	Maturity	Credit Rating
FLGIT Day to Day Fund	\$ 10,550	38 days	Fitch AAAM
FL FIT Cash Pool	34,733	23 days	Fitch AAAs/S1
FL STAR	41,057	7 days	S&P AAAM
Total fair value investments	<u>86,340</u>		
<u>Measured at amortized cost:</u>			
Florida PRIME	49,455	36 days	S&P AAAM
Total City investments	<u>\$ 135,795</u>		

	Fair Value	Unfunded Commitments
<u>Investments measured at NAV</u>		
FLGIT Day to Day Fund	\$ 10,550	\$ -
FL FIT Cash Pool	34,733	-
FL STAR	41,057	-

For investments in the FL FIT, there is no limitation or restriction on participant withdrawals, and the Trust has not put in place a redemption gate. The FL FIT Cash Pool investments consist of money market mutual funds, FDIC deposits, U.S. treasury bonds, U.S. government agency bonds, commercial paper, and corporate bonds. Fair value of the investments is determined daily for calculation of the pool participants' net asset value.

For investments in the FLGIT Day to Day Fund, there is no limitation or restriction on participant withdrawals, and there is no redemption gate in place. The FLGIT investments consist primarily of U.S. treasury notes, U.S. Government agency notes, asset-backed securities, corporate bonds, and municipal bonds.

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The following is a summary of the City's Pension Trust Funds at September 30, 2023.

	General Employees' Pension			Police Officers' Pension		Firefighters' Pension		
	Quoted Prices Level 1	Observ Input Level 2	Unobserv Input Level 3	Quoted Prices Level 1	Observ Input Level 2	Quoted Prices Level 1	Observ Input Level 2	Unobserv Input Level 3
Fixed Income	\$ 3,663	\$ 25,781	\$ -	\$ -	\$ 20,504	\$ -	\$ 2,688	\$ -
Equities	88,989	412	-	13,632	15,059	14,892	8,490	-
Mutual Funds	-	9,038	-	13,423	-	14,333	-	-
Commingled Funds & Real Estate	-	-	5,721	3,008	8,655	-	1,977	2,949
Total Investments	\$ 92,652	\$ 35,231	\$ 5,721	\$ 30,063	\$ 44,218	\$ 29,225	\$ 13,155	\$ 2,949
Money Market	6,463			1,347		487		
Total Investment Fair Values	\$ 140,067			\$ 75,628		\$ 45,816		

As mentioned previously, for the City's pension trust fund investments, quoted prices provided by its third-party custodians are used. Debt securities classified in Level 2 are valued using a matrix pricing model. Real estate investments in Level 3 are valued using discounted cash flow techniques.

Interest Rate Risk - To mitigate interest rate risk, the City's investment policy requires that the investment portfolio structure maturities to meet the City's cash needs for ongoing operations and that operating funds be invested primarily in short-term securities. Of the City's investments outstanding at year-end, all of them have maturities less than three years. The City's policy requires that investments have maturities that match known cash needs and anticipated cash-flow requirements.

For the City's General Employees' Pension investments, the weighted average maturity (in years) for Eaton Vance is 5.43, Pimco Diversified Fund (PDIIX) is 8.43, and Vanguard Inflation Protected (VAIPX) is 7.00. For the City's Police Officers' Pension investments, the weighted average maturity (in years) for Galliard Intermediate Core is 5.84, Pimco Diversified Fund (PDIIX) is 8.43, and Vanguard Inflation Protected (VAIPX) is 7.00. For the City's Firefighters' Pension investments, the weighted average maturity (in years) for their collective portfolio is 7.69.

Credit Risk – To mitigate credit risk, the City's investment policy limits the minimum credit quality rating of investments, as rated by nationally recognized statistical rating organizations (NRSROs). The City primarily invests in U.S. government securities, mutual funds, corporate stocks, corporate bonds, and overnight repurchase agreements. Money market accounts are held with qualified public depositories who meet the State of Florida requirements.

Custodial Risk – To mitigate custodial risk, broker/dealers must meet established capital requirements as set forth by the Securities Exchange Commission, be registered in the State of Florida, provide proof of registration, complete a broker/dealer questionnaire, certify understanding of the City's investment policy, and provide a copy of the most recent audit report. The City's investment policy does not place any limits on the amount allowed to be held by counterparties.

Concentration of Credit Risk – The City's investment policy requires that investments be diversified by security type and institution. No more than 50% of the City's funds will be invested with the same issuer, dealer or banking institution and no more than 20% of the City's funds will be invested beyond five years in any security with the same maturity date.

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A reconciliation of the City's cash and investments to the financial statements is as follows:

	City
Cash in Bank and On Hand	\$ 9,454
Investments	135,795
	<u>145,249</u>
<u>Financial Statements:</u>	
Cash and Cash Equivalents	70,060
Restricted Cash and Investments	75,189
	<u>\$ 145,249</u>

NOTE 3 – RECEIVABLES

The following is a detailed listing of receivables for the City's individual major funds and the aggregate of nonmajor funds at September 30, 2023. Special assessment receivables are secured by liens placed on benefited properties at the time of the original assessment.

Description	General	Stormwater	Airport	Sanitation	Nonmajor and Internal Service Funds	Pension Funds	Total
Accounts	\$ 7,057	\$ 435	\$ 206	\$ 699	\$ 169	\$ -	\$ 8,566
Interest	-	-	-	-	-	335	335
Special assessments	17	-	-	-	-	-	17
	7,074	435	206	699	169	335	8,918
Less: Allowance for uncollectibles	(3,174)	-	-	-	-	-	(3,174)
	<u>\$ 3,900</u>	<u>\$ 435</u>	<u>\$ 206</u>	<u>\$ 699</u>	<u>\$ 169</u>	<u>\$ 335</u>	<u>\$ 5,744</u>

The City is the lessor in contracts with outside parties for the right to use several facilities and infrastructure. The City entered into a 63-month lease agreement with the Central Florida Regional Transportation Authority for use of facility space and parking with a fixed monthly payment of \$8 at an interest rate of .632%. The City entered into a 24-month lease agreement with Terry's Electric for use of facility space with a fixed monthly payment of \$2 at an interest rate of .248%. The City entered into a 60-month lease with Uptown Tax Services, Doggone Beautiful, and GQ Uniform Outfitters for the use of facility space with fixed monthly payments of \$1 each at an interest rate of 3.445%. At September 30, 2023, the City had outstanding lease receivables of \$526. During the fiscal year, the City recognized \$150 in lease revenue and \$8 in lease interest revenue.

The City is the lessor in sixteen agreements that qualify to be treated as regulated in accordance with the requirements of GASB Statement No. 87, *Leases*. The City leases land and facilities for airport grounds, hangars, aeronautical-related storage and other facility use through 2042. The City received \$594 during the current fiscal year related to these leases.

CITY OF KISSIMMEE, FLORIDA
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As of September 30, 2023, the remaining nominal amount of revenue that will be recognized over the lease term associated with these leases amounts to \$5,926 as outlined below.

<u>Fiscal Year</u>	<u>Revenue</u>
2024	\$ 550
2025	541
2026	471
2027	471
2028	456
2029 - 2033	1,682
2034 - 2038	1,056
2039 - 2043	699
Total	\$ 5,926

NOTE 4 – INTERFUND ACCOUNTS

Individual interfund receivables, payables and transfers with a description of their purpose at September 30, 2023 are:

	<u>Due From</u>	<u>Due To</u>	<u>Purpose</u>
General Fund	\$ 3,953	\$ -	To cover negative pooled cash
Community Development Block Grant	-	1,894	position of funds
Airport	-	1,173	
Nonmajor Funds:			
Special Revenue Funds	-	886	
	<u>\$ 3,953</u>	<u>\$ 3,953</u>	

	<u>Advance To</u>	<u>Advance From</u>	<u>Purpose</u>
Local Option Sales Tax	\$ -	\$ 1,896	To fund purchase of new equipment
Sanitation	-	1,334	from proceeds of governmental
2022A Revenue Refunding Bond	3,230	-	2022A Revenue bond
	<u>\$ 3,230</u>	<u>\$ 3,230</u>	

	<u>Transfer In</u>	<u>Transfers Out</u>	<u>Purpose</u>
General Fund	\$ 3,821	\$ 3,722	Transfer to cover debt service
Community Development Block Grant	-	1,571	Transfer for project expenditures
Local Option Sales Tax	34	4,509	Transfer to cover debt service
Stormwater	-	354	Transfer to General Fund for PILOT
Airport	-	2	
Sanitation	-	353	Transfer to General Fund for PILOT
Nonmajor Funds:			
Special Revenue Funds	3,366	4,304	Transfer for grant match and debt service
Debt Service Funds	7,579	-	Transfer to cover debt service
Capital Projects Funds	1,480	1,480	Transfer for project expenditures
Internal Service Funds	15	-	Building and software costs
	<u>\$ 16,295</u>	<u>\$ 16,295</u>	

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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NOTE 5 – CAPITAL ASSETS

A. Changes in Capital Assets

The following tables show the changes in capital assets by governmental activities and business-type activities. Also shown is a summary of depreciation and amortization expense by function:

Governmental Activities	Balance 10/01/2022 *	Increases	Decreases	Balance 9/30/2023
Capital Assets, Not Being Depreciated:				
Land	\$ 46,296	\$ 230	\$ (1,443)	\$ 45,083
Construction In Progress	49,903	7,348	(1,056)	56,195
Total Capital Assets, Not Being Depreciated	96,199	7,578	(2,499)	101,278
Capital Assets, Being Depreciated:				
Buildings				
Charter School	1,504	-	-	1,504
Other City	17,113	12,308	-	29,421
Improvements other than buildings				
Charter School	461	-	-	461
Other City	206,693	1,974	280	208,947
Parking Capacity				
Other City	15,502	-	-	15,502
Software				
Charter School	59	-	-	59
Other City	2,314	29	-	2,343
Intangible Right-to-Use				
Right-to-Use Leased Equipment				
Other City	4,459	33	-	4,492
Right-to-Use Software Subscriptions				
Other City	704	-	-	704
Equipment				
Charter School	1,147	42	-	1,189
Other City	40,250	3,677	(1,156)	42,771
Total Capital Assets Being Depreciated	290,206	18,063	(876)	307,393

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Governmental Activities	Balance 10/01/2022 *	Increases	Decreases	Balance 9/30/2023
Less Accumulated Depreciation For:				
Buildings				
Charter School	(767)	(84)	-	(851)
Other City	(9,577)	(572)	(289)	(10,438)
Improvements other than buildings				
Charter School	(155)	(23)	-	(178)
Other City	(63,499)	(5,939)	1	(69,437)
Parking Capacity				
Other City	(14,742)	-	-	(14,742)
Software				
Charter School	(59)	-	-	(59)
Other City	(2,031)	(565)	-	(2,596)
Intangible Right-to-Use				
Right-to-Use Leased Equipment				
Other City	(495)	(894)	-	(1,389)
Right-to-Use Software Subscriptions				
Other City	-	(298)	-	(298)
Equipment				
Charter School	(1,081)	(30)	-	(1,111)
Other City	(28,740)	(3,536)	1,108	(31,168)
Total Accumulated Depreciation	(121,146)	(11,941)	820	(132,267)
Total Capital Assets, Being Depreciated, Net	169,060	6,122	(56)	175,126
Governmental Activities Capital Assets, Net	\$ 265,259	\$ 13,700	\$ (2,555)	\$ 276,404

* The beginning balance has been restated due to the effects of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

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	Beginning Balance 10/1/2022 *	Increases	Decreases	Ending Balance 9/30/2023
Business-type Activities				
<u>Stormwater Fund</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 1,583	\$ -	\$ -	\$ 1,583
Construction In Progress	914	-	(74)	840
Total Capital Assets, Not Being Depreciated:	2,497	-	(74)	2,423
Capital Assets, Being Depreciated/Amortized:				
Buildings	509	-	-	509
Improvements other than Buildings	30,242	-	-	30,242
Software	57	-	-	57
Equipment	6,500	902	(677)	6,725
Total Capital Assets Being Depreciated	37,308	902	(677)	37,533
Less Accumulated Depreciation For:				
Buildings	(427)	(21)	-	(448)
Improvements other than Buildings	(8,467)	(739)	-	(9,206)
Software	(20)	-	-	(20)
Equipment	(4,318)	(549)	577	(4,290)
Total Accumulated Depreciation	(13,232)	(1,309)	577	(13,964)
Total Capital Assets, Being Depreciated, Net	24,076	(407)	(100)	23,569
Stormwater Fund Capital Assets, Net	<u>\$ 26,573</u>	<u>\$ (407)</u>	<u>\$ (174)</u>	<u>\$ 25,992</u>
<u>Airport Fund</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 309	\$ -	\$ -	\$ 309
Construction In Progress	3,858	5,759	(564)	9,053
Total Capital Assets, Not Being Depreciated	4,167	5,759	(564)	9,362
Capital Assets, Being Depreciated/Amortized:				
Buildings	12,763	-	-	12,763
Improvements other than Buildings	19,734	564	-	20,298
Software	272	-	-	272
Intangible Right-to-Use				
Right-to-Use Software Subscriptions	44	-	-	44
Equipment	776	54	(19)	811
Total Capital Assets Being Depreciated	33,589	618	(19)	34,188
Less Accumulated Depreciation For:				
Buildings	(7,928)	(343)	-	(8,271)
Improvements other than Buildings	(4,719)	(1,092)	-	(5,811)
Software	(97)	(5)	-	(102)
Intangible Right-to-Use				
Right-to-Use Software Subscriptions	-	(15)	-	(15)
Equipment	(670)	(25)	19	(676)
Total Accumulated Depreciation	(13,414)	(1,480)	19	(14,875)
Total Capital Assets, Being Depreciated, Net	20,175	(862)	-	19,313
Airport Fund Capital Assets, Net	<u>\$ 24,342</u>	<u>\$ 4,897</u>	<u>\$ (564)</u>	<u>\$ 28,675</u>

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	Beginning Balance 10/1/2022 *	Increases	Decreases	Ending Balance 9/30/2023
<u>Sanitation Fund</u>				
Capital Assets, Not Being Depreciated:				
Construction In Progress	\$ -	\$ -	\$ -	\$ -
Total Capital Assets, Not Being Depreciated	-	-	-	-
Capital Assets, Being Depreciated:				
Buildings	\$ 407	\$ -	\$ -	\$ 407
Improvements other than Buildings	205	-	-	205
Equipment	6,788	1,320	(364)	7,744
Total Capital Assets Being Depreciated	7,400	1,320	(364)	8,356
Less Accumulated Depreciation For:				
Buildings	(345)	(16)	-	(361)
Improvements other than Buildings	(146)	(23)	15	(154)
Equipment	(3,968)	(953)	301	(4,620)
Total Accumulated Depreciation	(4,459)	(992)	316	(5,135)
Total Capital Assets, Being Depreciated, Net	2,941	328	(48)	3,221
Sanitation Fund Capital Assets, Net	<u>\$ 2,941</u>	<u>\$ 328</u>	<u>\$ (48)</u>	<u>\$ 3,221</u>
<u>Total Business-type Activities</u>				
Capital Assets, Not Being Depreciated:				
Land	\$ 1,892	\$ -	\$ -	\$ 1,892
Construction In Progress	4,772	5,759	(638)	9,893
Total Capital Assets, Not Being Depreciated	6,664	5,759	(638)	11,785
Capital Assets, Being Depreciated/Amortized:				
Buildings	13,679	-	-	13,679
Improvements other than Buildings	50,181	564	-	50,745
Software	329	-	-	329
Intangible Right-to-Use				
Right-to-Use Software Subscriptions	44	-	-	44
Equipment	14,064	2,276	(1,060)	15,280
Total Capital Assets Being Depreciated	78,297	2,840	(1,060)	80,077
Less Accumulated Depreciation For:				
Buildings	(8,700)	(380)	-	(9,080)
Improvements other than Buildings	(13,332)	(1,854)	15	(15,171)
Software	(117)	(5)	-	(122)
Intangible Right-to-Use				
Right-to-Use Software Subscriptions	-	(15)	-	(15)
Equipment	(8,956)	(1,527)	897	(9,586)
Total Accumulated Depreciation	(31,105)	(3,781)	912	(33,974)
Total Capital Assets, Being Depreciated, Net	47,192	(941)	(148)	46,103
Total Business-type Activities, Net	<u>\$ 53,856</u>	<u>\$ 4,818</u>	<u>\$ (786)</u>	<u>\$ 57,888</u>

* The beginning balance has been restated due to the effects of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

Governmental Activities:

Depreciation and Amortization Expense By Function

General Government	\$	2,704
Public Safety		3,458
Transportation		3,125
Culture/Recreation		1,877
Capital assets held by the City's internal service funds are charged to the various functions based on their usage of the assets		<u>777</u>
Total Governmental Activities Depreciation and Amortization	\$	<u><u>11,941</u></u>

Business-type Activities:

Depreciation and Amortization Expense By Function

Stormwater	\$	1,309
Airport		1,480
Sanitation		<u>992</u>
	\$	<u><u>3,781</u></u>

B. Net Capital Assets

The following is a summary of net capital assets as shown on the government-wide statement of net position:

	Governmental Activities	Business-type Activities	Total
Land	\$ 45,083	\$ 1,892	\$ 46,975
Buildings	30,925	13,679	44,604
Improvements other than Buildings	209,408	50,745	260,153
Parking Capacity	15,502	-	15,502
Software	2,402	329	2,731
Right to Use Leased Equipment	4,492	-	4,492
Right to Use Software Subscriptions	704	44	748
Equipment	43,960	15,280	59,240
Construction in Progress	<u>56,195</u>	<u>9,893</u>	<u>66,088</u>
	408,671	91,862	500,533
Less: Accumulated Depreciation and Amortization	<u>(132,267)</u>	<u>(33,974)</u>	<u>(166,241)</u>
Capital Assets, net	<u><u>\$ 276,404</u></u>	<u><u>\$ 57,888</u></u>	<u><u>\$ 334,292</u></u>

CITY OF KISSIMMEE, FLORIDA
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C. Construction Commitments

The following is a schedule of significant capital construction projects and large equipment orders with remaining commitment amounts of greater than \$1 million as of September 30, 2023:

Projects	Spent-to-Date	Remaining Commitment
Fire Station 15	\$ 462	\$ 5,710
Woodside Drainage Mitigation	-	3,400
Berlinsky Community House	300	2,325
Connect Kissimmee Complete Streets Project	884	2,040
ADA Compliance Program	-	1,712
West Oak Street at John Young Improvement	-	1,391
Sutphen Fire Trucks (2)	-	1,896
Total	\$ 1,646	\$ 18,474

NOTE 6 – LEASES AND SBITAs PAYABLE

The City is the lessee of equipment throughout its operations. The City leases an offsite technology data storage unit for 24 months with fixed monthly payments of \$1 at an interest rate of .248%. In March 2022, the City entered into a 60-month lease for traffic safety equipment with fixed monthly payments of \$75 at an interest rate of .632%. In 2023, the City entered into 24-month leases for two Chevy Blazers with fixed monthly payments of \$12 and \$14 at an interest rate of 2.61%. At September 30, 2023, the City's lease liability is \$3,130. Debt service requirements to maturity for the City's leases payable are as follows.

Governmental Activities:	Leases Payable	
Fiscal Year	Principal	Interest
2024	\$ 900	\$ 18
2025	899	11
2026	895	6
2027	436	1
Total	\$ 3,130	\$ 36

The City is the user of SBITAs throughout its operations. The subscriptions range from 18-36 months in length, with fixed monthly and annual payments, and interest rate ranges from 3.14-3.24%. At September 30, 2023, the SBITA liability for governmental activities is \$307 and for business-type activities is \$30. Debt service requirements to maturity for the City's SBITA payable are as follows:

Fiscal Year	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2024	\$ 285	\$ 10	\$ 15	\$ 1
2025	22	1	15	1
Total	\$ 307	\$ 11	\$ 30	\$ 2

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NOTES TO FINANCIAL STATEMENTS – Continued
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NOTE 7 – LONG-TERM LIABILITIES

A. Schedule of Changes in Long-term Liabilities

The City's outstanding long-term liabilities includes revenue bonds payable, notes from direct borrowings and direct placements, leases payable, SBITAs payable, financed purchases, claims payable, net pension liability, other postemployment benefits, and compensated absences. The following is a schedule of changes in the City's long-term liabilities for the fiscal year ended September 30, 2023:

	Balance 10/01/22 *	Additions	Reductions	Balance 9/30/23	Due Within One Year	Long-term Portion
Governmental Activities:						
Revenue Bonds	\$ 61,523	\$ -	\$ (1,840)	\$ 59,683	\$ 1,255	\$ 58,428
Bond Premium	3,872	-	(161)	3,711	-	3,711
subtotal Revenue Bonds	65,395	-	(2,001)	63,394	1,255	62,139
Notes from Direct Borrowings and						
Direct Placements	16,535	-	(3,210)	13,325	2,385	10,940
Financed Purchases	2,801	-	(576)	2,225	583	1,642
Leases Payable	4,009	33	(912)	3,130	900	2,230
SBITAs Payable	704	-	(397)	307	285	22
Claims Payable	4,631	11,434	(11,593)	4,472	2,236	2,236
Net Pension Liability	72,265	-	(5,426)	66,839	-	66,839
Other Postemployment Benefits	7,060	-	(1,751)	5,309	240	5,069
Compensated Absences	2,635	3,409	(3,363)	2,681	536	2,145
Governmental Activity						
Long-term Liabilities	<u>\$ 176,035</u>	<u>\$ 14,876</u>	<u>\$ (29,229)</u>	<u>\$ 161,682</u>	<u>\$ 8,420</u>	<u>\$ 153,262</u>
Business-type Activities:						
Net Pension Liability	\$ 4,933	\$ -	\$ (204)	\$ 4,729	\$ -	\$ 4,729
Other Postemployment Benefits	754	-	(148)	606	-	606
SBITAs Payable	44	-	(14)	30	15	15
Compensated Absences	180	273	(253)	200	40	160
Business-type Activity						
Long-term Liabilities	<u>\$ 5,911</u>	<u>\$ 273</u>	<u>\$ (619)</u>	<u>\$ 5,565</u>	<u>\$ 55</u>	<u>\$ 5,510</u>

* The beginning balance has been restated due to the effects of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

Governmental activities' compensated absences, net pension liability and other postemployment benefits liability will be liquidated in future periods primarily by the General Fund and Central Services Fund.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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B. Debt Service Requirements

The following are the debt service requirements to maturity on the City's outstanding revenue bonds and notes payable:

Governmental Activities:	Notes from Direct		Revenue Bonds		Total
	Borrowings and Placements				
Fiscal Year	Principal	Interest	Principal	Interest	
2024	\$ 2,385	\$ 385	\$ 1,255	\$ 2,576	\$ 6,601
2025	2,475	313	1,310	2,521	6,619
2026	1,050	239	1,370	2,464	5,123
2027	1,140	209	1,100	2,404	4,853
2028	1,175	177	1,150	2,355	4,857
2029-2033	4,415	424	6,205	11,019	22,063
2034-2038	685	20	9,515	9,425	19,645
2039-2043	-	-	12,040	7,123	19,163
2044-2048	-	-	15,110	4,052	19,162
2049-2052	-	-	10,628	862	11,490
Total	\$ 13,325	\$ 1,767	\$ 59,683	\$ 44,801	\$ 119,576

C. Debt Defeasance and Refundings

The City refunds and/or defeases long-term debt primarily to reduce debt service requirements. Since U.S government securities are held in escrow for the payment of principal and interest on these bonds, they are not liabilities to the City and are not included in the City's financial statements. As of September 30, 2023, the City has no outstanding bonds issued by the City, which were funded in previous years by the placement of assets in an irrevocable trust to be used for satisfying debt service requirements.

D. Financed Purchases

The City has financed purchases outstanding at year-end. The gross cost of the equipment acquired with these agreements is \$4,123 for governmental activities. The following is a summary schedule of these finance obligations and their net present value.

Year Ending September 30	Governmental Activities
2024	\$ 631
2025	631
2026	582
2027	162
2028	362
Total minimum payments	2,368
Less: amount representing interest	(143)
Present value of minimum payments	<u>\$ 2,225</u>

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E. Bonds and Notes Outstanding

The City has revenue bonds and notes outstanding at September 30, 2023. The revenue bonds and notes under governmental activities are secured by several pledged revenue sources. The following is a summary schedule of these long-term obligations of the City including purpose of issue, interest rate, debt maturity, and their impact on those present and future pledged revenue sources:

<u>Governmental Activities:</u>	<u>Revenue Pledged</u>	<u>Amount Issued</u>	<u>Principal Outstanding</u>	<u>Total Pledged Revenue (1)</u>	<u>Future Pledged Revenue Over Debt Service Required (2)</u>	<u>Current Year Debt Srvc Paid</u>	<u>Current Year Total Revenue (3)</u>
Notes from Direct Borrowings and Direct Placements:							
2010A Capital Improvement Refunding Note Maturity: 2023, Interest Rate: 2.61% Purpose: Refunding 2005 Series Note	Local option sales tax	\$ 9,500	\$ -	\$ -	8.5%	\$ 939	\$ 11,059
2010B Capital Improvement Revenue Note Maturity: 2025, Interest Rate: 2.79% Purpose: Road Improvements	Local option sales tax	8,000	1,440	1,501	6.7%	739	11,059
2010C Capital Improvement Revenue Note Maturity: 2030, Interest Rate: 2.69% Purpose: Road Improvements	N/A	4,000	1,890	2,101	N/A	287	N/A
2011B Capital Improvement Refunding Note Maturity: 2025, Interest Rate: 2.86% Purpose: Road Improvements	Local option sales tax	9,140	1,470	1,547	7.2%	796	11,059
2014A Capital Improvement Revenue Note Maturity: 2034, Interest Rate: 2.86% Purpose: Lakefront Park and Road Improvements	Local option sales tax	9,600	6,250	7,395	5.8%	636	11,059
2015B CRA Refunding Revenue Note Maturity: 2030, Interest Rate: 2.81% Purpose: Refund 2009 CRA Note	N/A	3,820	<u>2,275</u>	2,549	N/A	295	N/A
	Total Revenue Notes		<u>13,325</u>				

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NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
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<u>Governmental Activities:</u>	<u>Revenue Pledged</u>	<u>Amount Issued</u>	<u>Principal Outstanding</u>	<u>Total Pledged Revenue (1)</u>	<u>Future Pledged Revenue Over Debt Service Required (2)</u>	<u>Current Year Debt Svc Paid</u>	<u>Current Year Total Revenue (3)</u>
Revenue Bonds:							
2016 Capital Improvement Revenue Bonds Maturity: 2045, Interest Rate: 4.803% Purpose: Capital Improvements and Refunding	1/2 Cent Sales Tax, Public Serv & Comm Taxes	\$ 42,930	\$ 33,523	\$ 54,625	19.4%	\$ 2,935	\$ 15,136
2022A Revenue Refunding Bonds Maturity: 2051, Interest Rate: 4.35% Purpose: Capital Improvements, Refunding	1/2 Cent Sales Tax, Public Serv & Comm Taxes	23,950	23,380	44,799	9.2%	1,395	15,136
2022B Revenue Refunding Bonds Maturity: 2045, Interest Rate: 4.84% Purpose: Capital Improvements	1/2 Cent Sales Tax, Public Serv & Comm Taxes	2,780	<u>2,780</u>	5,063	0.9%	135	15,136
	Total Revenue Bonds		<u>59,683</u>				
Total Revenue Notes and Bonds - Governmental Activities			<u>\$ 73,008</u>				

(1) Total pledged revenue is the total outstanding principal and interest.

(2) Future pledged revenue over debt service required is calculated using the current year total revenues for the remaining years of debt service.

(3) Total pledged revenue for each outstanding debt issue is calculated based on its proportionate share of total annual debt service paid.

The City's revenue bonds and notes from direct borrowings and direct placements contain remedies for events of default that are dependent upon judicial actions that may be limited. For most of the City's debt, in the event a default is longer than 30 days after notice to the City, the registered owners of not less than 25% in aggregate principal of the individual outstanding debt instruments shall be entitled to the appointment of a receiver of the pledged revenues. The receiver shall be entitled to take possession of various funds and accounts established by the City upon issuance of that debt, and shall collect all pledged revenues to apply towards satisfaction of the outstanding principal and interest.

In the event of default under the City's line of credit, the bank shall have the right to declare all outstanding loan balances immediately due and payable or take legal action as necessary to collect the amounts then due.

NOTE 8 – EMPLOYEE RETIREMENT SYSTEMS

The City administers three public employee retirement systems for all full-time employees. The employees of the Tohopekalgia Water Authority (TWA) also participate in the general employees' retirement plan.

Actuarial studies were conducted on all three plans as of October 1, 2022. None of the three plans issue audited GAAP-basis stand-alone reports. All required disclosures and financial data are contained in the City's Annual Comprehensive Financial Report.

A. Description of Plans

The City administers the general employees', municipal police officers', and municipal firefighters' retirement plans. The general employees' retirement plan is a multi-employer cost sharing defined benefit plan while the municipal police officers' and municipal firefighters' retirement plans are both single employer defined benefit plans. All three plans are established by ordinance pursuant to Florida Statutes. These plans provide retirement, disability, and death benefits to plan members and their beneficiaries. All three plans may be amended by ordinances adopted by the City Commission for benefits, funding policies, contribution requirements, investment policies and other plan administration changes. However, the City must adhere to the restrictions and limitations set forth in Florida Statutes for the police officers' and firefighters' pension plans.

Each plan has a board of trustees that is responsible for the proper operation of the plan. The general employees' board consists of seven trustees, two of whom shall be appointed by the City Manager, two of whom shall be members of the system and who shall be elected by a majority of the general employees who are employed by the City and who are members of the system, one of whom shall be appointed by the TWA executive director and one of whom shall be a member of the system and elected by a majority of the general employees who are employed by TWA and who are members of the system. The seventh trustee shall be chosen by a majority of the previous six.

The police officers' and firefighters' boards consist of five trustees each, two of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the City Commission and two of whom shall be members of the system, who shall be elected by a majority of the police officers/firefighters who are members of the system. The fifth trustee shall be selected by a majority of the previous four trustees, and such person's name shall be submitted to the City Commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee.

B. Summary of Significant Accounting Policies

Basis of Accounting – The pension trust fund financial statements are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions to each plan are recognized when due and the employer has made a formal commitment to provide the contribution (i.e., the annual budget process). Benefits and refunds are recognized when due and payable in accordance with the terms of each plan. Costs of administering the plans are charged to the pension trust fund and factored into the City's contribution rate. Total net position in all three pension trust funds are held in trust for plan benefits.

Method Used to Value Investments – Investments are reported at fair value. Short-term investments are reported at amortized cost. Each pension plan board of trustees has the authority to establish and amend its investment policy. There were no investments in any one organization that represent 5 percent or more of plan total assets in any of the pension trust funds.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

C. Membership and Contribution Information

Membership of each plan consisted of the following at October 1, 2022, the date of the latest actuarial valuations:

	Pension Plans		
	General	Police	Firefighters'
	Employees'	Officers'	
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	370	135	78
Inactive Plan Members Entitled to but Not Yet Receiving Benefits	111	23	31
Active Plan Members	421	146	98
Total	902	304	207

The City's contributions to the plans are actuarially determined and during fiscal year ended September 30, 2023 the City contributed \$3,927 to the General Employees Plan, \$2,964 to the Police Officers Plan, and \$3,756 to the Firefighters Plan. For the fiscal year ended September 30, 2023, the following plan provisions are listed below:

	Pension Plans		
	General Employees'	Police Officers'	Firefighters'
Required Plan Member Contribution	3.69% Tier 1 7.50% Tier 2	3.70% ¹	1.00% ²
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization Method	Level Dollar, closed	Level % of pay, closed	Level % of pay, closed
Remaining Amortization Period	11 Years	25 Years	25 Years
Asset Valuation Method	20% of the difference between FMV and expected actuarial value	4 yr geometric average of market value returns	5 yr smooth mkt
Actuarial Assumptions:			
Investment rate of return	6.80%	7.20%	7.20%
Projected salary increases	3.40% to 6.50%	Service based	Service based
Post retirement benefit increases	3.00%	3.50%	3.50%
Inflation and payroll growth	2.25%	2.5%, 0%	2.7%, 0%
Cost-of-living adjustments	None	1% per year age 55 to 65	None

¹ 5.00% for Members hired after May 6, 2014

² 3.00% for Members hired after December 31, 2012

D. Benefits Provided

General Employees’

Retirement Age

Normal: A member may retire following age 60 with 10 years of credited service.

Early: A member may elect to retire early upon the attainment of age 55 with 10 years of credited service.

Retirement Benefits

Normal: Tier 1 Members: 2.8% of Average Final Compensation (AFC) multiplied by years of credited service up to a maximum of 30 years. Tier 2 Members: 3% of AFC multiplied by years of credited service up to a maximum of 30 years.

Early: The normal retirement benefit is reduced by 2% for each year before normal retirement.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than five years of credited service—return of employee contributions. five years or more receive vested portion of accrued pension payable at age 60 or earlier, if contributions are left in the fund, or refund of contributions with interest, when applicable. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	40
7	55
8	70
9	85
10	100

Disability

Any member with two or more years of service is eligible for service connected disability with a benefit taking into account compensation earned and service credited until the date of disability with a minimum equal to 42% of AFC. Any member with two or more years of service is eligible for a non-service connected disability with a benefit taking into account compensation earned and service credited until the date of disability with a minimum equal to 25% of AFC.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member’s accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment

There is no cost-of-living adjustment.

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP period is 60 months, but no more than five years from the date of eligibility. The DROP balance as of September 30, 2023 is \$3,099.

Police Officers’

Retirement Age

Normal: Earlier of 1) Age 50 with 10 years of credited service or 2) the attainment of 25 years of credited service, regardless of age.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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Early: Age 40 and 10 years of credited service. Age 40 with 15 years of credited service for members hired after May 6, 2014.

Retirement Benefits

Normal: 3.5% of the AFC for each year of service subject to a maximum of 100% of AFC. For members hired after May 6, 2014, 3% of AFC for each year of service subject to a maximum of 100% of AFC.

Early: Same as normal except reduced actuarially from Normal Retirement.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than five years of credited service-return of employee contributions with 4.5% interest. Five years or more receive vested portion of accrued pension payable at age 50 or earlier, if contributions are left in the fund, or refund of contributions with interest. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	30
7	35
8	40
9	45
10	100

Members' hired after May 6, 2014 are 100% vested upon the completion of 10 years of credited service.

Disability

All members are eligible for line of duty benefit; five years of credited service is needed for non-line of duty. Accrued pension benefit with a minimum of 42% of AFC if line of duty or 25% if non-line of duty. Under certain conditions, the minimum line of duty benefit is 80% of AFC.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member's accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment (COLA)

Each retiree, beneficiary and disability retiree will receive a 1% increase in benefits each year on October 1st from age 55 to age 65. Member who retire prior to normal retirement date are not eligible for COLA.

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP balance as of September 30, 2023 is \$618.

Firefighters'

Retirement Age

Normal: Earlier of 1) age 55 with 10 years of credited service, 2) age 52 with 25 years credited service or 3) the attainment of 30 years of credited service, regardless of age. For members hired prior to January 1, 2013, the normal retirement date is the earlier of 1) age 50 and 10 years of credited service and 2) the completion of 25 years of credited service, regardless of age.

Early: Age 50 and 10 years of credited service. Age 40 with 10 years of credited service for members hired prior to January 1, 2013.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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Retirement Benefits

Normal: 3% of the AFC for each year of service, up to 30 years, and 2% for each year in excess of 30 years, subject to a maximum of 100% of AFC. Members hired prior to January 1, 2013, 3.23% of AFC for the first 30 years of credited service.

Early: Same as normal, reduced 3% per year for commencement within five years and reduced actuarially for commencement of benefits more than five years prior to the normal retirement date.

Delayed: Benefit continues to accrue.

Termination Benefits

Less than 10 years of credited service-return of employee contributions with 4.5% interest. 10 years or more receive vested portion of accrued pension payable at age 50 or later, if contributions are left in the fund, or refund of contributions with interest. Vested portion is as follows:

<u>Service</u>	<u>Vested %</u>
5 years	25%
6	30
7	35
8	40
9	45
10	100

Disability

All members are eligible for service connected disability benefits; five years of credited service is needed for non-service. Accrued pension benefit with a minimum of 42% of AFC if service connected or 25% if non-service connected.

Death Benefits (Pre-Retirement)

Upon the death of a member with at least five years of credited service before early or normal retirement date, beneficiary will receive monthly income, payable in the form of a 10 year certain and life annuity, which can be provided by (a) or (b), whichever is greater, where: (a) is the single-sum value of the member's accrued pension, and (b) is the smaller of 24 times average compensation or 100 times the anticipated monthly normal retirement benefit.

Cost-of-Living Adjustment

There is no cost-of-living adjustment

Deferred Retirement Option Program (DROP)

Members who continue in employment past normal retirement date may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant in the DROP has an account credited with benefits not received and investment earnings. The DROP period is 96 months, but no more than eight years from the date of eligibility. The DROP balance as of September 30, 2023 is \$949.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
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E. Net Pension Liability of the Sponsor

The components of the net pension liability of the sponsor as of September 30, 2023 were as follows:

	Pension Plans		
	General* Employees'	Police Officers'	Firefighters'
Total Pension Liability	\$ 178,426	\$ 98,050	\$ 67,474
Plan Fiduciary Net Position	140,281	75,727	45,857
Sponsor's Net Pension Liability	38,145	22,323	21,617
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	78.62%	77.23%	67.96%

* Information shown above is for the City and Toho combined

The total pension liability for all plans was determined by an actuarial valuation as of October 1, 2022 using the following actuarial assumption applied to all measurement periods.

	Pension Plans		
	General Employees'	Police Officers'	Firefighters'
Inflation	2.25%	2.50%	2.70%
Salary Increases	3.40% to 6.50%	Service based	Service based
Investment Rate of Return	6.80%	7.20%	7.20%

Mortality rates for the General Employees' Fund were based on the PUB-2010 Mortality Table, projected to all future years after 2010 using scale MP-2018. Mortality rates for the Police Officers' and Firefighters' Funds were based on the PubG.H-2010 and PubS.H-2010 mortality tables, projected generationally with mortality improvement scale MP-2018.

Long-term Expected Rate of Return – The long-term expected rate of return on all pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflations) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocations as of September 30, 2023 are summarized in the following table:

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

Asset Class	Pension Plans					
	General Employees'		Police Officers'		Firefighters'	
	Target Allocation	Long-term Expected Real Rate of Return	Target Allocation	Long-term Expected Real Rate of Return	Target Allocation	Long-term Expected Real Rate of Return
Domestic Equity	45%	7.5%	-	-	46%	7.2%
International Equity	15%	8.5%	15%	8.5%	12%	2.9%
All Cap Value Equity	-	-	20%	7.5%	-	-
Broad Growth Equity	-	-	20%	7.5%	-	-
Domestic Fixed	20%	2.5%	5%	2.5%	-	-
Broad Market Fixed	-	-	25%	2.5%	-	-
Global Fixed	10%	6.2%	-	-	-	-
Real Estate	10%	4.5%	10%	4.5%	5%	5.9%
Private Equity	-	-	-	-	-	-
Global Bond	-	3.5%	5%	3.5%	-	-
Bonds	-	-	-	-	16%	1.7%
Convertibles	-	-	-	-	7%	5.9%
REITs	-	-	-	-	5%	6.1%
Infrastructure	-	-	-	-	4%	5.1%
Hedge Fund	-	-	-	-	5%	2.3%

Rate of Return – The following is a schedule for the annual money-weighted rate of return on Pension Plan investments, net of plan investment expense as of September 30, 2023:

Fiscal Year 2023	Pension Plans		
	General Employees'	Police Officers'	Firefighters'
Annual Money-Weighted Rate of Return			
Net of Investment Expense	9.28%	10.70%	10.69%

Discount Rate – The discount rate used to measure the total General Employees' pension liability was 6.80%, the total Police Officers' pension liability was 7.20%, and the total Firefighters' pension liability was 7.20%. In the development of a single discount rate for the General Employees' pension liability, a long-term municipal bond rate of 4.63% was used based on the Fidelity 20-Year Municipal GO Bond Index.

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and the sponsor contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability as shown in the table below.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

	1% Decrease	Current Discount Rate	1% Increase
Sponsor's Net Pension Liability	5.80%	6.80%	7.80%
General Employees' Fund City and Toho	\$ 58,948	\$ 38,145	\$ 20,693
General Employees' Fund City only	42,696	27,628	14,988

	1% Decrease	Current Discount Rate	1% Increase
Sponsor's Net Pension Liability	6.20%	7.20%	8.20%
Police Officers' Fund	\$ 34,339	\$ 22,323	\$ 12,375

	1% Decrease	Current Discount Rate	1% Increase
Sponsor's Net Pension Liability	6.20%	7.20%	8.20%
Firefighters' Fund	\$ 30,039	\$ 21,617	\$ 14,644

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

Changes in Net Pension Liability			
	<u>General Employees'</u>	<u>Police Officers'</u>	<u>Firefighters'</u>
Total pension liability			
Service Cost	\$ 2,605	\$ 2,194	\$ 1,475
Interest	8,369	6,763	4,657
Change in Excess State Money	-	-	-
Share Plan Allocation	-	72	-
Changes of Benefit Terms	304	-	-
Difference Between Actual & Expected Experience	647	(148)	(122)
Change in Employer's Proportion	1,263	-	-
Changes of Assumptions	-	-	-
Contributions - Buy Back	-	-	-
Benefit Payments	(6,324)	(5,151)	(3,491)
Net Change in Total Pension Liability	<u>6,864</u>	<u>3,730</u>	<u>2,519</u>
Total Pension Liability - Beginning	<u>122,370</u>	<u>94,320</u>	<u>64,955</u>
Total Pension Liability - Ending (a)	<u><u>\$ 129,234</u></u>	<u><u>\$ 98,050</u></u>	<u><u>\$ 67,474</u></u>
Plan Fiduciary Net Position			
Contributions - Employer	\$ 3,925	\$ 1,786	\$ 2,955
Contributions - State	-	1,250	801
Contributions - Member	673	480	174
Change in Employer's Proportion	964	-	-
Net Investment Income	8,967	7,426	4,484
Benefit Payments	(6,324)	(5,151)	(3,491)
Administrative Expense	(50)	(63)	(63)
Net Change in Plan Fiduciary Net Position	<u>8,155</u>	<u>5,728</u>	<u>4,860</u>
Plan Fiduciary Net Position - Beginning	<u>93,451</u>	<u>69,999</u>	<u>40,997</u>
Plan Fiduciary Net Position - Ending (b)	<u><u>\$ 101,606</u></u>	<u><u>\$ 75,727</u></u>	<u><u>\$ 45,857</u></u>
Net Pension Liability - Ending (a)-(b)	27,628	22,323	21,617
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	78.62%	77.23%	67.96%
Covered Payroll	\$ 19,497	\$ 11,049	\$ 7,636
Net Pension Liability as a Percentage of Covered Payroll	141.70%	202.04%	283.09%

* Information shown above for the General Employees' plan is for the City portion only.

Pension Expense and Deferred Inflows/Outflows of Resources Related to Pensions

For the year ended September 30, 2023, the City recognized pension expense of \$19,806, and had ending balances of deferred outflows for pensions of \$22,931, net pension liability of \$71,568, and deferred inflows for pensions of \$407 for its activities in three pension plans. The City recognized a pension expense of \$8,072 related to the general employees' pension fund in 2023. The City's proportionate share of the total Plan's net position is 72.43%. Employer contributions were used as a basis to determine the allocation; the allocation increased 0.74% from the prior year allocation of 71.69%. The City also reported deferred outflows of resources and deferred inflows of resources related to the general employees' pension from the following sources.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

	Deferred Outflow s of Resources	Deferred Inflow s of Resources	Net Deferred Outflow s of Resources
Differences between expected and actual experience	\$ 472	\$ 53	\$ 419
Change in cost-sharing allocation percentage	377	-	377
Assumptions changes	1,435	-	1,435
Net Difference between projected and actual earnings on pension plan investments	6,685	-	6,685
Total	\$ 8,969	\$ 53	\$ 8,916

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the General Employees' Plan:

Year Ending September 30	Net Outflow s of Resources
2024	\$ 2,612
2025	2,454
2026	4,358
2027	(508)
Total	\$ 8,916

For the year ended September 30, 2023, the City recognized a pension expense of \$6,426 related to the police officers' pension fund. The City also reported deferred outflows of resources and deferred inflows of resources related to the police officers' pension from the following sources.

	Deferred Outflow s of Resources	Deferred Inflow s of Resources	Net Deferred Outflow s of Resources
Differences between expected and actual experience	\$ 1,086	\$ 144	\$ 942
Change of assumptions	896	-	896
Net Difference between projected and actual earnings on pension plan investments	5,670	-	5,670
Total	\$ 7,652	\$ 144	\$ 7,508

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the Police Officers' Plan:

Year Ending September 30	Net Outflow s of Resources
2024	\$ 2,333
2025	2,371
2026	3,323
2027	(519)
Total	\$ 7,508

For the year ended September 30, 2023, the City recognized a pension expense of \$5,308 related to the firefighters' pension fund. The City also reported deferred outflows of resources and deferred inflows of resources related to the firefighters' pension from the following sources.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

	Deferred Outflow s of Resources	Deferred Inflow s of Resources	Net Deferred Outflow s of Resources
Differences between expected and actual experience	\$ 1,550	\$ 210	\$ 1,340
Change of assumptions	1,258	-	1,258
Net Difference between projected and actual earnings on pension plan investments	3,502	-	3,502
Total	\$ 6,310	\$ 210	\$ 6,100

Deferred outflows and deferred inflows of resources by year to be recognized in future pension expenses for the Firefighters' Plan:

Year Ending September 30	Net Outflow s of Resources
2024	\$ 2,020
2025	2,042
2026	2,366
2027	(328)
Total	\$ 6,100

F. Combining Statements of the Pension Trust Funds

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
September 30, 2023
(In Thousands)

	General Employees' Pension	Police Officers' Pension	Firefighters' Pension	Totals
ASSETS				
Cash and Cash Equivalents:	\$ 6,463	\$ 1,347	\$ 487	\$ 8,297
Receivable:				
Interest Receivable	214	100	21	335
Total Receivable:	214	100	21	335
Investments, at Fair Value:				
Fixed Income	29,444	20,504	2,688	52,636
Equities	89,401	28,691	23,382	141,474
Mutual Funds	9,038	13,423	14,333	36,794
Commingled Funds	5,721	11,663	4,926	22,310
Total Investments:	133,604	74,281	45,329	253,214
Total Assets	140,281	75,728	45,837	261,846
Net Position Restricted for Pension Benefits	\$ 140,281	\$ 75,728	\$ 45,837	\$ 261,846

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

CITY OF KISSIMMEE, FLORIDA				
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION				
PENSION TRUST FUNDS				
For The Year Ended September 30, 2023				
(In Thousands)				
	General			
	Employees'	Police Officers'	Firefighters'	
	Pension	Pension	Pension	Totals
ADDITIONS				
Contributions:				
Employer	\$ 3,927	\$ 1,787	\$ 2,955	\$ 8,669
Plan Members	929	480	175	1,584
State	-	1,250	801	2,051
Total Contributions	4,856	3,517	3,931	12,304
Investment earnings:				
Net increase (decrease) in fair value				
of investments	9,167	5,815	3,815	18,797
Interest and dividends	3,696	1,824	880	6,400
Total investment earnings (losses)	12,863	7,639	4,695	25,197
Less investment expense	504	153	215	872
Net investment earnings (losses)	12,359	7,486	4,480	24,325
Other contributions (Toho Water Authority)	1,493	-	59	1,552
Total Additions	18,708	11,003	8,470	38,181
DEDUCTIONS				
Benefits	8,731	5,151	3,491	17,373
Administrative Expense	50	123	109	282
Total Deductions	8,781	5,274	3,600	17,655
Change in Net Position	9,927	5,729	4,870	20,526
Net Position - Beginning of Year	130,354	69,999	40,967	241,320
Net Position - End of Year	\$ 140,281	\$ 75,728	\$ 45,837	\$ 261,846

NOTE 9 – OTHER POSTEMPLOYMENT BENEFITS (OPEB)

A. Plan Description, Benefit Terms and Contribution Requirements

The Other Postemployment Benefit Plan ("OPEB Plan") is a single-employer benefit plan administered by the City. Retirees are charged whatever the insurance company charges for the type of coverage elected. However, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. Since the older retirees actually have higher costs, it means that the City is subsidizing the cost of the retiree coverage because it pays all or a significant portion of that premium on behalf of the active employees. GASB Statement No.75 calls this the "implicit rate subsidy".

Retirees and their dependents are permitted to remain covered under the City's respective medical and insurance plans as long as they pay a full premium applicable to coverage elected. This conforms to the minimum required of Florida governmental employers per Ch. 112.08, F.S. The City Commission has the authority to amend the benefits of the OPEB Plan. The OPEB Plan does not issue a audited GAAP-basis stand-alone report. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

At measurement date September 30, 2022, the following employees were covered by the benefit terms:

Retirees and beneficiaries currently receiving benefits	20
Active employees	594
	<u>614</u>

Contributions (benefit payment reductions) to the OPEB Plan are shared by the retiree and the City. OPEB Plan participants must reimburse the City for the City's average blended cost. Contribution requirements of the City are established and may be amended through action by the City Commission.

B. Total OPEB Liability and Changes in Total OPEB Liability

The measurement date for the City's total/net OPEB liability was September 30, 2022, one year prior to the City's fiscal reporting date of September 30, 2023. The measurement period for OPEB cost was October 1, 2021 to September 30, 2022. The components of the changes in the total OPEB liability are as follows:

<u>Total OPEB Liability</u>	<u>Fiscal Year 2023</u>
Service cost	\$ 516
Interest	179
Change in benefit terms	-
Difference between expected and actual experience	(709)
Change of assumptions and other inputs	(1,577)
Benefit payments	<u>(308)</u>
Net change in total OPEB liability	(1,899)
Total OPEB liability - beginning	<u>7,814</u>
Total OPEB liability - ending	<u>\$ 5,915</u>

Changes of assumptions and other inputs reflect a change in the discount rate from 2.19% at the beginning of the measurement period to 4.40% as of September 30, 2022.

C. Actuarial Assumptions and Total OPEB Liability Sensitivity to Healthcare Trend Rate

The total OPEB liability reported at September 30, 2023 was based on an actuarial valuation dated September 30, 2022 using the following actuarial assumptions:

Inflation	2.25% per annum
Discount rate	4.40%
Salary increases	Rates used in Oct 1, 2021 valuations of City pension plans
Mortality rates	Tables used in July 1, 2022 valuation of the Florida Retirement System (based on results of statewide experience study covering period 2013 through 2018)
Healthcare trend	Trend starting at 6.50% for claims costs and 4.90% for premiums, and thereafter trends based on Getzen model, with trend rate of 6.25% (effective Jan 2024) and gradually decreasing to ultimate trend rate of 4.00%

The development of per capita costs included aging factors based on the 2013 Society of Actuaries Study "Healthcare Costs – From Birth to Death". There have been no significant changes (other than premium rate increases) in any health benefits or life insurance benefits between September 30, 2022 and September 30, 2023.

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

Sensitivity of OPEB liability to healthcare cost trend rate

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a healthcare trend rate that is 1% lower or 1% higher than the current rate.

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB Liability	\$ 5,261	\$ 5,915	\$ 6,690

D. Discount Rate and Total OPEB Liability Sensitivity to Discount Rate

The discount rate used to measure the total OPEB liability reported as of September 30, 2023 was 4.40%. Because the City's OPEB costs are essentially funded on a pay-as-you-go funding structure, a municipal bond rate was used to determine the total OPEB liability for the OPEB Plan. Fidelity's 20-Year Municipal G.O. AA Index daily rate closest but not after the measurement date was used for this purpose.

Sensitivity of OPEB liability to discount rate

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate.

	1% Decrease 3.40%	Current Discount Rate 4.40%	1% Increase 5.40%
Total OPEB Liability	\$ 6,536	\$ 5,915	\$ 5,371

E. OPEB Expense and Deferred Outflows/Deferred Inflows of Resources related to OPEB

For the year ended September 30, 2023, the City recognized OPEB expense of \$217. At September 30, 2023, the City had deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 281	\$ 715
Change of assumptions	531	2,736
Transactions after measurement date	240	-
	<u>\$ 1,052</u>	<u>\$ 3,451</u>

Deferred outflows of resources of \$240 are reported by the City for employer benefit payments subsequent to the measurement date, and will be recognized as a reduction of the total OPEB liability in the year ended September 30, 2024. Deferred inflows of resources shown above will be recognized in OPEB expense in the following years.

Fiscal Year Ending	Net Inflows
2024	\$ (477)
2025	(467)
2026	(442)
2027	(315)
2028	(365)
Thereafter	(573)
	<u>\$ (2,639)</u>

CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS – Continued
September 30, 2023
(In Thousands)

NOTE 10 – RISK MANAGEMENT

The City has a risk management program accounted for in two internal service funds. The funds are used to account for the costs of employee health, workers' compensation, automobile, and general property and casualty programs. Other City funds are charged by this fund for policy premiums and claims for which the City is self-insured. The City maintains cash reserves in excess of \$1 million and carries excess coverage for claims between \$100 thousand and \$5 million on all coverage except criminal liability. Criminal liability excess coverage is carried for claims between \$50 thousand and \$250 thousand. During 2023, there were no reductions in insurance coverage, and over the past three years there were no settlements that exceeded insurance coverage. As of the fiscal year ended September 30, 2023, the total outstanding unpaid claims were \$4,472 which includes an estimate for incurred but not reported claims. Insurance premiums paid out of the funds totaled \$11,593 for the fiscal year ended September 30, 2023. The change in the claims liability for the past two years is as follows:

	Balance at Beginning of Fiscal Year	Current Year Claims and Changes in Estimates	Current Year Claims Payments or Other Adjustments	Balance at End of Fiscal Year
2022-2023	\$ 4,631	\$ 11,434	\$ (11,593)	\$ 4,472
2021-2022	4,752	9,816	(9,937)	4,631

NOTE 11 – NET INVESTMENT IN CAPITAL ASSETS CALCULATION

The elements for the calculation of this component of net position are as follows:

	Governmental Activities	Business-type Activities	Total
Capital Assets (Net)	\$ 276,404	\$ 57,888	\$ 334,292
Debt Related to Capital Assets	(78,581)	(30)	(78,611)
Other Liabilities Related to Capital Assets	(3,314)	(2,307)	(5,621)
Unspent Proceeds of Capital-Related Debt	4,568	-	4,568
	<u>\$ 199,077</u>	<u>\$ 55,551</u>	<u>\$ 254,628</u>

NOTE 12 – FUND BALANCE DEFICITS AND EXCESS OF EXPENDITURES OVER APPROPRIATIONS

The following funds have a deficit fund balance at September 30, 2023:

<u>Fund Name</u>	<u>Deficit Amounts</u>
<u>Deficit Fund Balances</u>	
Nonmajor Funds:	
Special Revenue Fund:	
Justice Assistance Grant	\$ (56)
Victim of Crime Act	(3)
Paving Assessments	(16)
Neighborhood Stabilization and HOME	(573)

Deficits in the grant funds represent amounts spent on grant programs that will ultimately be reimbursed from federal and state grantor agencies, or transfers from City funds for City match requirements in the subsequent period.

The Justice Assistance Grant, Neighborhood Stabilization and HOME, and Paving Assessments funds had excess of expenditures over appropriations of \$314, \$450, and \$21, respectively. Some of the excess was covered by transfers into the fund and the remaining excesses were not material.

NOTE 13 – COMMITMENTS, RELATED PARTIES, AND CONTINGENCIES

Charter School - The City entered into an interlocal agreement with the Osceola County School Board to operate a charter elementary school within the City. Originally the City issued a tax-exempt note and built the school facilities. In 2011, the debt was refinanced at a fixed rate. The City entered into a contract with a management company to run the day-to-day operation of the school. The management company is required to report to the City Commission all activities and results of operations on a monthly and an annual basis. The City pays the management company based upon an approved operating budget. The City records revenue received from the Osceola County School Board, makes debt service payments on the notes, and pays the management company. The charter school is a separate legal entity. Financial activity for the revenues received and payments to the management company is reflected in the City's financial statements as part of the City's governmental funds. At the end of fiscal year 2023, the City entered into an agreement to transfer the educational charter as the first step required to start the process of selling Kissimmee Charter Academy. To ensure the continued and uninterrupted education of the more than 700 students at the school, the City has elected to sell Kissimmee Charter Academy to Kissimmee Charter Academy, LLC, which is a subsidiary of the current educational management company at the site. City staff negotiated a selling price of \$10.4 million, which is supported by current market data and an appraisal. The purchase sale agreement should be finalized in 2024. The outstanding debt to initially acquire the Charter School will be paid in full in early fiscal year 2024.

Downtown Community Redevelopment Area Debt – The City issued the 2022 Capital Improvement Revenue Refunding Bonds which included a portion used to finance the cost of land acquisition and various infrastructure improvements known as the Beaumont Development Site. This project is included in the Downtown Community Redevelopment Area (Downtown CRA) redevelopment plan. The Downtown CRA will provide reimbursement to the City for its portion of the annual debt service payments on these bonds. During fiscal year 2023, the Downtown CRA paid interest in the amount of \$274.

Kissimmee Utility Authority – The Kissimmee Utility Authority (KUA) provides a payment to the City's General Fund annually. The minimum payment is a charter requirement of KUA. For the fiscal year ended September 30, 2023, the payment made by KUA to the City was \$19.4 million. KUA's total operating revenues for the fiscal year ended September 30, 2023 were \$240.3 million. KUA also provides customer billing services to the City's Solid Waste and Stormwater Utility Funds.

Tohopekaliga Water Authority – The Tohopekaliga Water Authority (TWA) was created effective October 1, 2003. The TWA was created pursuant to a state legislative act. The City and Osceola County agreed to transfer all assets, liabilities and operations of their water and sewer systems to the TWA. The TWA issued in excess of \$100 million in revenue bonds to pay off the City's utility revenue bonds, other outstanding obligations, and to provide for new construction and system expansion. TWA provides a payment to the City's General Fund annually. The annual amount for 2023 was \$9.3 million and all future annual amounts will be calculated based on the gross annual revenues of the system for an additional eight years.

Intergovernmental Grants - Amounts received or receivable from grantors are subject to audit and adjustment by grantor agencies, principally federal and state governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts to be immaterial. In September 2022, Hurricane Ian made landfall in the State of Florida and parts of the City experienced heavy wind and rain damage. The City is currently working with the Federal Emergency Management Agency (FEMA) on reimbursements for hurricane preparedness and recovery efforts which may take several years to complete. The total cumulative cost of these efforts and reimbursement is still being compiled.

Litigation - Various suits and claims arising in the ordinary course of operations are pending against the City. While the ultimate effect of such litigation cannot be ascertained at this time, in the opinion of legal counsel, the City has sufficient insurance coverage to cover any claims and/or the liabilities that may arise from such action. The effect of such losses would not materially affect the financial position of the City or the results of its operations.

Contingency - In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) pandemic. The outbreak of COVID-19 resulted in significant impacts on the US economy and the City. On September 8, 2021, the US Department of the Treasury, Coronavirus State and Local Government Fiscal Recovery Fund (CSLFRF) awarded the City \$18,070 as part of the American Rescue Plan Act (ARPA). The total award was provided in two payments, with the first portion of \$9,035 received in late fiscal year 2021 and the second in late fiscal year 2022. The City's planned use of the ARPA funds includes the standard allowance for revenue loss replacement and infrastructure initiatives to benefit the community. During fiscal year 2023, the City used the ARPA funds for provision of several social programs, and the acquisition of The Haven on Vine to aid in its program to address homelessness.

NOTE 14 – TAX ABATEMENT AND RELATED COMMITMENT

From time to time, the City determines that it is desirable to facilitate redevelopment opportunities within its boundaries through tax increment rebatement and other possible incentives. The Skyview project is a development project that includes construction of public parks and open spaces, sidewalks, landscaping, and other improvements within the City. Skyview is scheduled to receive a 15-year tax rebate for Phase I of the project in \$207 annual increments to total \$3.1 million. The tax rebate is set to commence in the first full year of Phase I occupancy and tax valuation. Phase I of the project is still currently underway and the City made no payment in the current fiscal year. As part of the master agreement with Skyview, the City has an additional commitment to reimburse for certain construction costs up to \$5.9 million. The total amount the City paid to Skyview during the fiscal year is \$1,937.

NOTE 15 – SUBSEQUENT EVENT

In October 2023, the City finalized a new collective bargaining agreement with its fire personnel that included a provision for some retroactive pay. The total retroactive pay was determined to be \$427 and was paid out during November and December 2023.

NOTE 16 – CHANGE IN ACCOUNTING PRINCIPLE

In fiscal year 2023, the City implemented a Government Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements*, which resulted in a change in accounting principle for certain software subscription arrangements including recognition of right-to-use intangible assets and corresponding liabilities in the government-wide (\$704) and proprietary fund (\$44) financial statements. The effect of this change in accounting principle resulted in a restatement of the City's assets and liabilities; however, it did not result in a change to beginning net position.

REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedules (GAAP BASIS):

- General Fund
- Major Special Revenue Funds:
 - Community Development Block Grant
 - Local Option Sales Tax

City Retirement Plans Schedules and Notes:

- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Actuarially Determined Contributions
- Plan Changes in Benefit Terms
- Change of Assumptions
- Methods and Assumptions used to Determine Contribution Rates
- Money-weighted Rate of Return

City Other Postemployment Benefits Plan Schedule:

- Schedule of Total OPEB Liability and Related Ratios

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CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budgeted Amounts</u>			<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Final Budget -</u>
			<u>Amounts</u>	<u>Over (Under)</u>
REVENUES AND OTHER SOURCES				
Taxes:				
Ad valorem	\$ 21,449	\$ 21,449	\$ 21,734	\$ 285
Utility taxes	7,701	7,793	7,777	(16)
Local business taxes	270	270	275	5
	<u>29,420</u>	<u>29,512</u>	<u>29,786</u>	<u>274</u>
Permits, Fees and Special Assessments:				
Franchise fees	210	210	216	6
Other permits and fees	2	2	10	8
	<u>212</u>	<u>212</u>	<u>226</u>	<u>14</u>
Intergovernmental Revenues:				
Federal grants	-	-	7,679	7,679
State grants	-	-	5	5
State revenue sharing	3,480	3,480	4,420	940
Half cent sales tax	6,300	6,300	6,950	650
Shared taxes and licenses	1,252	1,252	1,387	135
County shared revenue	2,934	2,934	2,914	(20)
Kissimmee Utility Authority	18,676	18,676	19,433	757
Tohopekaliga Water Authority	8,381	8,381	9,340	959
	<u>41,023</u>	<u>41,023</u>	<u>52,128</u>	<u>11,105</u>
Charges for Services:				
General government charges	840	840	804	(36)
Public safety charges	8,025	8,025	8,670	645
Physical environment charges	118	118	91	(27)
Transportation charges	313	313	300	(13)
Culture/recreation charges	1,032	1,032	1,092	60
	<u>10,328</u>	<u>10,328</u>	<u>10,957</u>	<u>629</u>
Fines and Forfeitures:				
Court fines and costs	229	229	568	339
Miscellaneous Revenue:				
Investment income	336	336	2,338	2,002
Rents	144	144	314	170
Other revenue	436	475	1,418	943
Sales of cemetery lots	380	380	310	(70)
	<u>1,296</u>	<u>1,335</u>	<u>4,380</u>	<u>3,045</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budgeted Amounts</u>			Variance with
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Final Budget -</u>
			<u>Amounts</u>	<u>Over (Under)</u>
REVENUES AND OTHER SOURCES - Continued				
Transfers In:				
Stormwater Utility Fund	\$ 305	\$ 353	\$ 354	\$ 1
Charter School	637	759	759	-
Airport	85	85	2	(83)
Sanitation Fund	313	313	353	40
Other Nonmajor Funds	210	392	2,353	1,961
	<u>1,550</u>	<u>1,902</u>	<u>3,821</u>	<u>1,919</u>
Other Sources:				
Proceeds from Leases	-	-	33	33
	<u>-</u>	<u>-</u>	<u>33</u>	<u>33</u>
Total Revenues and Other Sources	<u>84,058</u>	<u>84,541</u>	<u>101,899</u>	<u>17,358</u>
EXPENDITURES AND OTHER (USES)				
General Government:				
City Commission:				
Personal Services	327	327	326	(1)
Operating	273	350	290	(60)
	<u>600</u>	<u>677</u>	<u>616</u>	<u>(61)</u>
City Manager:				
Personal Services	1,830	1,837	1,862	25
Operating	685	7,521	2,206	(5,315)
Capital Outlay	156	1,512	12,520	11,008
	<u>2,671</u>	<u>10,870</u>	<u>16,588</u>	<u>5,718</u>
Development Services:				
Personal Services	1,815	1,815	1,705	(110)
Operating	835	1,665	586	(1,079)
Capital Outlay	13	148	23	(125)
	<u>2,663</u>	<u>3,628</u>	<u>2,314</u>	<u>(1,314)</u>
Legal:				
Personal Services	694	710	733	23
Operating	322	664	121	(543)
Capital Outlay	6	7	3	(4)
	<u>1,022</u>	<u>1,381</u>	<u>857</u>	<u>(524)</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget -</u>
				<u>Over (Under)</u>
EXPENDITURES AND OTHER (USES) - Continued				
General Government:				
Finance:				
Personal Services	\$ 1,361	\$ 1,378	\$ 1,392	\$ 14
Operating	404	671	302	(369)
Capital Outlay	22	21	21	-
	<u>1,787</u>	<u>2,070</u>	<u>1,715</u>	<u>(355)</u>
Personnel:				
Personal Services	1,050	1,053	869	(184)
Operating	226	293	184	(109)
Capital Outlay	10	12	5	(7)
	<u>1,286</u>	<u>1,358</u>	<u>1,058</u>	<u>(300)</u>
Central Service and Self Insurance Charges:				
Operating	<u>9,577</u>	<u>9,577</u>	<u>9,027</u>	<u>(550)</u>
	<u>9,577</u>	<u>9,577</u>	<u>9,027</u>	<u>(550)</u>
Total General Government	<u>19,606</u>	<u>29,561</u>	<u>32,175</u>	<u>2,614</u>
Public Safety:				
Police:				
Personal Services	24,919	24,789	23,661	(1,128)
Operating	3,815	3,881	3,134	(747)
Capital Outlay	1,214	1,553	1,226	(327)
	<u>29,948</u>	<u>30,223</u>	<u>28,021</u>	<u>(2,202)</u>
Fire:				
Personal Services	16,248	16,238	14,828	(1,410)
Operating	3,020	3,161	3,124	(37)
Capital Outlay	224	845	112	(733)
	<u>19,492</u>	<u>20,244</u>	<u>18,064</u>	<u>(2,180)</u>
Total Public Safety	<u>49,440</u>	<u>50,467</u>	<u>46,085</u>	<u>(4,382)</u>
Transportation:				
Public Works:				
Personal Services	3,177	3,140	2,904	(236)
Operating	3,091	3,395	2,157	(1,238)
Capital Outlay	75	535	107	(428)
Total Transportation	<u>6,343</u>	<u>7,070</u>	<u>5,168</u>	<u>(1,902)</u>

Continued

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE - CONTINUED
GENERAL FUND
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budgeted Amounts</u>			Variance with
	<u>Original</u>	<u>Final</u>	<u>Actual</u> <u>Amounts</u>	<u>Final Budget -</u> <u>Over (Under)</u>
EXPENDITURES AND OTHER (USES) - Continued				
Culture/Recreation				
Recreation:				
Personal Services	\$ 6,815	\$ 6,815	\$ 5,875	\$ (940)
Operating	1,916	2,082	1,797	(285)
Capital Outlay	511	947	263	(684)
Total Culture / Recreation	9,242	9,844	7,935	(1,909)
Non-Departmental				
Special Pay Incentive	1,462	1,454	1,211	(243)
Bad Debt	2,030	2,030	2,750	720
Capital Reserves	27,024	26,999	-	(26,999)
Operating Reserves	938	741	-	(741)
Principal Retirement	46	363	1,215	852
Debt Service Interest and Costs	40	40	30	(10)
Total Non-Departmental	31,540	31,627	5,206	(26,421)
Other (Uses)				
Transfers Out	-	3,723	3,722	(1)
Total Other (Uses)	-	3,723	3,722	(1)
Total Expenditures and Other (Uses)	116,171	132,292	100,291	(32,001)
Excess of Revenues and Other Sources Over Expenditures and Other (Uses)				
	(32,113)	(47,751)	1,608	49,359
Fund Balance - Beginning of Year	32,113	47,751	44,911	(2,840)
Fund Balance - End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,519</u>	<u>\$ 46,519</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
For the Year Ended September 30, 2023
(In Thousands)

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget -
				Over (Under)
REVENUES				
Intergovernmental Revenues	\$ 733	\$ 1,733	\$ 657	\$ (1,076)
Total Revenues	<u>733</u>	<u>1,733</u>	<u>657</u>	<u>(1,076)</u>
EXPENDITURES				
Economic Environment	733	2,458	627	1,831
Total Expenditures	<u>733</u>	<u>2,458</u>	<u>627</u>	<u>1,831</u>
Excess (Deficiency) of Revenues				
Over (Under) Expenditures	-	(725)	30	755
OTHER FINANCING SOURCES (USES)				
Transfers In	-	1,175	-	(1,175)
Transfers (Out)	-	(800)	(1,571)	(771)
Total Other Financing Sources (Uses)	<u>-</u>	<u>375</u>	<u>(1,571)</u>	<u>(1,946)</u>
Net Change in Fund Balance	-	(350)	(1,541)	(1,191)
Fund Balance (Deficit) - Beginning	-	350	(83)	(433)
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,624)</u>	<u>\$ (1,624)</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION SALES TAX
For the Year Ended September 30, 2023
(In Thousands)

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget -
				Over (Under)
REVENUES				
Taxes	\$ 9,436	\$ 9,436	\$ 11,448	\$ 2,012
Investment Income (Loss)	20	20	639	619
Total Revenues	<u>9,456</u>	<u>9,456</u>	<u>12,087</u>	<u>2,631</u>
EXPENDITURES				
Current				
General Government	313	1,130	341	789
Public Safety	7,855	10,536	1,216	9,320
Transportation	760	6,092	1,716	4,376
Culture/Recreation	950	1,410	52	1,358
Debt Service				
Principal Retirement	389	335	351	(16)
Interest and Fiscal Charges	-	55	60	(5)
Capital Outlay	4,391	4,391	-	4,391
Total Expenditures	<u>14,658</u>	<u>23,949</u>	<u>3,736</u>	<u>20,213</u>
Excess (Deficiency) of Revenues				
Over (Under) Expenditures	(5,202)	(14,493)	8,351	22,844
OTHER FINANCING SOURCES (USES)				
Transfers In	9,803	15,558	34	(15,524)
Transfers (Out)	(4,602)	(4,617)	(4,509)	108
Total Other Financing Sources (Uses)	<u>5,201</u>	<u>10,941</u>	<u>(4,475)</u>	<u>(15,416)</u>
Net Change in Fund Balance	(1)	(3,552)	3,876	7,428
Fund Balance (Deficit) - Beginning	1	3,552	14,115	10,563
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,991</u>	<u>\$ 17,991</u>

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (General Employees')

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability										
Service Cost	\$ 3,596	\$ 3,397	\$ 3,023	\$ 2,765	\$ 2,651	\$ 2,535	\$ 2,440	\$ 2,437	\$ 2,362	\$ 2,383
Interest	11,555	11,191	11,086	10,588	10,108	9,687	9,095	8,589	8,227	7,758
Benefit changes	420	-	-	-	1,063	-	-	-	-	339
Assumption changes	-	3,622	1,414	1,632	-	1,492	1,397	-	-	-
Difference Between Actual & Expected Experience	893	(90)	(154)	938	(460)	(54)	595	919	(952)	(12)
Benefit Payments and Refunds	(8,731)	(7,799)	(7,675)	(7,116)	(6,865)	(5,822)	(5,592)	(4,857)	(4,902)	(3,483)
Net Change in Total Pension Liability	7,733	10,321	7,694	8,807	6,497	7,838	7,935	7,088	4,735	6,985
Total Pension Liability - Beginning	170,693	160,372	152,678	143,871	137,374	129,536	121,601	114,513	109,778	102,793
Total Pension Liability - Ending (a)	\$ 178,426	\$ 170,693	\$ 160,372	\$ 152,678	\$ 143,871	\$ 137,374	\$ 129,536	\$ 121,601	\$ 114,513	\$ 109,778
Plan Fiduciary Net Position										
Contributions - Employer (from City and Toho)	\$ 5,418	\$ 5,315	\$ 4,825	\$ 4,361	\$ 4,338	\$ 4,119	\$ 3,851	\$ 3,579	\$ 3,587	\$ 3,135
Contributions - Member	929	946	942	939	875	880	849	856	841	844
Net Investment Income	12,380	(22,171)	27,623	10,509	4,225	7,866	12,906	8,257	1,129	7,817
Benefit Payments	(8,731)	(7,799)	(7,675)	(7,116)	(6,865)	(5,822)	(5,592)	(4,857)	(4,902)	(3,483)
Administrative Expense	(69)	(78)	(87)	(58)	(79)	(47)	(54)	(76)	(76)	(65)
Net Change in Plan Fiduciary Net Position	9,927	(23,787)	25,628	8,635	2,494	6,996	11,960	7,759	579	8,248
Plan Fiduciary Net Position - Beginning	130,354	154,141	128,513	119,878	117,384	110,388	98,428	90,669	90,090	81,842
Plan Fiduciary Net Position - Ending (b)	\$ 140,281	\$ 130,354	\$ 154,141	\$ 128,513	\$ 119,878	\$ 117,384	\$ 110,388	\$ 98,428	\$ 90,669	\$ 90,090
Net Pension Liability - Ending (a)-(b)	38,145	40,339	6,231	24,165	23,993	19,990	19,148	23,173	23,844	19,688
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	78.62%	76.37%	96.11%	84.17%	83.32%	85.45%	85.22%	80.94%	79.18%	82.07%
Covered Payroll	\$ 24,070	\$ 23,734	\$ 23,739	\$ 23,521	\$ 22,188	\$ 21,266	\$ 20,671	\$ 20,342	\$ 19,872	\$ 20,096
Net Pension Liability as a Percentage of Covered Payroll	158.48%	169.96%	26.25%	102.74%	108.14%	94.00%	92.63%	113.92%	119.99%	97.97%

This schedule represents entire plan with City and Toho combined.

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (General Employees' City Only)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability										
Service Cost	\$ 2,605	\$ 2,435	\$ 2,074	\$ 1,860	\$ 1,654	\$ 1,594	\$ 1,485	\$ 1,442	\$ 1,378	\$ 1,390
Interest	8,369	8,023	7,606	7,123	6,308	6,090	5,535	5,084	4,798	4,524
Benefit Changes	304	-	-	-	664	-	-	-	-	198
Change in Employer's Proportion	1,263	4,940	2,047	6,991	(632)	2,605	2,030	997	-	-
Change in Assumptions	-	2,597	970	1,098	-	938	850	-	-	-
Difference Between Actual & Expected Experience	647	(65)	(106)	631	(287)	(34)	362	544	(555)	(7)
Benefit Payments	(6,324)	(5,591)	(5,266)	(4,787)	(4,284)	(3,661)	(3,403)	(2,875)	(2,859)	(2,032)
Net Change in Total Pension Liability	6,864	12,339	7,325	12,916	3,423	7,532	6,859	5,192	2,762	4,073
Total Pension Liability - Beginning	122,370	110,031	102,706	89,790	86,367	78,835	71,976	66,784	64,022	59,949
Total Pension Liability - Ending (a)	\$ 129,234	\$ 122,370	\$ 110,031	\$ 102,706	\$ 89,790	\$ 86,367	\$ 78,835	\$ 71,976	\$ 66,784	\$ 64,022
Plan Fiduciary Net Position										
Contributions - Employer	\$ 3,925	\$ 3,811	\$ 3,311	\$ 2,935	\$ 2,708	\$ 2,591	\$ 2,345	\$ 2,119	\$ 2,088	\$ 1,984
Contributions - Member	673	678	646	632	546	554	517	507	490	492
Change in Employer's Proportion	964	4,746	1,723	5,824	(541)	2,218	1,641	789	-	-
Net Investment Income	8,967	(15,894)	18,952	7,069	2,637	4,945	7,855	4,887	663	4,404
Benefit Payments	(6,324)	(5,591)	(5,266)	(4,787)	(4,284)	(3,661)	(3,403)	(2,875)	(2,859)	(2,032)
Administrative Expense	(50)	(55)	(60)	(39)	(49)	(30)	(33)	(45)	(44)	(38)
Net Change in Plan Fiduciary Net Position	8,155	(12,305)	19,306	11,634	1,017	6,617	8,922	5,382	338	4,810
Plan Fiduciary Net Position - Beginning	93,451	105,756	86,450	74,816	73,799	67,182	58,260	52,878	52,540	47,730
Plan Fiduciary Net Position - Ending (b)	\$ 101,606	\$ 93,451	\$ 105,756	\$ 86,450	\$ 74,816	\$ 73,799	\$ 67,182	\$ 58,260	\$ 52,878	\$ 52,540
City's Proportionate % of Total Plan Net Position	72.43%	71.69%	68.61%	72.11%	62.41%	62.87%	60.86%	59.19%	58.32%	58.32%
Net Pension Liability - Ending (a)-(b)	27,628	28,919	4,275	16,256	14,974	12,568	11,653	13,716	13,906	11,482
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	78.62%	76.37%	96.11%	84.17%	83.32%	85.45%	85.22%	80.94%	79.18%	82.07%
Covered Payroll	\$ 19,497	\$ 18,402	\$ 18,002	\$ 17,506	\$ 16,032	\$ 14,740	\$ 13,947	\$ 13,653	\$ 12,852	\$ 12,758
Net Pension Liability as a Percentage of Covered Payroll	141.70%	157.15%	23.75%	92.86%	93.40%	85.26%	83.55%	100.46%	108.20%	90.00%

This schedule represents only the City's portion of the Net Pension Liability.

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (Police Officers')

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability										
Service Cost	\$ 2,194	\$ 2,024	\$ 1,902	\$ 1,835	\$ 1,773	\$ 2,008	\$ 1,838	\$ 1,911	\$ 1,841	\$ 1,815
Interest	6,763	6,502	6,101	5,852	5,590	5,544	5,299	4,818	4,577	4,317
Change in Excess State Money	72	-	-	-	-	-	-	(328)	-	-
Share Plan Allocation	-	-	-	-	-	-	-	218	-	-
Change of Benefit Terms	-	-	-	616	-	-	-	(68)	-	-
Difference Between Actual & Expected Experience	(148)	(42)	2,364	702	(88)	953	(889)	1,136	(427)	-
Changes of Assumptions	-	-	1,985	508	-	861	-	1,127	-	-
Benefit Payments	(5,151)	(4,885)	(4,337)	(4,761)	(4,171)	(3,611)	(3,116)	(3,122)	(2,849)	(2,957)
Net Change in Total Pension Liability	3,730	3,599	8,015	4,752	3,104	5,755	3,132	5,692	3,142	3,175
Total Pension Liability - Beginning	94,320	90,721	82,706	77,954	74,850	69,095	65,963	60,271	57,129	53,954
Total Pension Liability - Ending (a)	\$98,050	\$94,320	\$90,721	\$82,706	\$77,954	\$74,850	\$69,095	\$65,963	\$60,271	\$57,129
Plan Fiduciary Net Position										
Contributions - Employer	\$ 1,786	\$ 2,100	\$ 1,597	\$ 1,871	\$ 1,893	\$ 1,971	\$ 1,882	\$ 1,948	\$ 1,907	\$ 2,476
Contributions - State	1,250	1,096	951	1,081	799	747	655	582	521	501
Contributions - Member	480	426	397	378	366	321	295	275	270	253
Net Investment Income	7,426	(13,211)	14,352	6,349	2,480	6,229	5,845	4,519	1,144	4,412
Benefit Payments	(5,151)	(4,885)	(4,337)	(4,761)	(4,171)	(3,611)	(3,116)	(3,122)	(2,849)	(2,957)
Administrative Expense	(63)	(61)	(47)	(49)	(65)	(47)	(42)	(46)	(48)	(51)
Net Change in Plan Fiduciary Net Position	5,728	(14,535)	12,913	4,869	1,302	5,610	5,519	4,156	945	4,634
Plan Fiduciary Net Position - Beginning	69,999	84,534	71,621	66,752	65,450	59,840	54,321	50,165	49,220	44,586
Plan Fiduciary Net Position - Ending (b)	\$75,727	\$69,999	\$84,534	\$71,621	\$66,752	\$65,450	\$59,840	\$54,321	\$50,165	\$49,220
Net Pension Liability - Ending (a)-(b)	22,323	24,321	6,187	11,085	11,202	9,400	9,255	11,642	10,106	7,909
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	77.23%	74.21%	93.18%	86.60%	85.63%	87.44%	86.61%	82.35%	83.23%	86.16%
Covered Payroll	\$11,049	\$ 9,896	\$ 9,354	\$ 9,068	\$ 8,550	\$ 7,921	\$ 7,725	\$ 7,506	\$ 7,754	\$ 6,841
Net Pension Liability as a Percentage of Covered Payroll	202.04%	245.78%	66.15%	122.25%	131.03%	118.68%	119.81%	155.10%	130.33%	115.61%

**CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)**

Note to the Schedule of Changes in Net Pension Liability and Related Ratios (Police Officers')

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 9/30/15 measurement period which includes DROP.

Changes of Benefit Terms:

For measurement date 09/30/20, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 3027 amended for provisions for Pre-Retirement Death. An Actuarial Impact was issued for this change.

For measurement date 09/30/16, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 2939 which made the following changes:

- Resumption of prior graded vesting schedule for Members who were employed prior to 05/06/14.
- Allocation of a portion of the Excess State Monies Reserve necessary to cover the increase in the present value of benefits associated with the proposed vesting change described above. For purposes of this Impact Statement, \$110 is the increase in present value of benefits for the proposed vesting change. Accordingly, the Excess State Monies Reserve was diminished by this amount, leaving \$218 as allocation to Plan.
- Future share allocations once the annual State Monies exceed \$1,177.

Changes of Assumptions:

For measurement date 09/30/22, the investment rate of return was decreased from 7.4% to 7.2% per year.

For measurement date 09/30/20, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System (FRS) for special risk employees.

For measurement date 09/30/18, amounts reported as changes in assumptions resulted from an experience study dated September 2018, and the Board approved changes in salary increases, retirement and withdrawal rates, and investment return.

For measurement date 09/30/16, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to assumptions used by FRS for special risk. The inflation assumption rate was lowered from 3.0% to 2.5%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Schedule of Changes in Net Pension Liability and Related Ratios (Firefighters')

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability										
Service Cost	\$ 1,475	\$ 1,405	\$ 1,174	\$ 1,070	\$ 992	\$ 915	\$ 693	\$ 761	\$ 826	\$ 846
Interest	4,657	4,337	4,171	4,149	4,064	3,836	3,787	3,573	3,512	3,366
Change in Excess State Money	-	-	-	-	-	-	-	-	-	(555)
Change in Benefit Terms	-	-	-	-	(31)	72	-	-	-	-
Difference Between Actual & Expected Experience	(122)	1,848	1,103	(560)	(567)	1,552	(920)	58	(606)	-
Changes of Assumptions	-	-	2,589	1,115	370	463	211	2,097	-	-
Contributions - Buy Back	-	26	-	-	-	-	3	-	-	-
Benefit Payments	(3,491)	(2,987)	(4,832)	(3,560)	(3,475)	(3,700)	(3,713)	(3,168)	(2,657)	(2,063)
Net Change in Total Pension Liability	2,519	4,629	4,205	2,214	1,353	3,138	61	3,321	1,075	1,594
Total Pension Liability - Beginning	64,955	60,326	56,121	53,907	52,554	49,416	49,355	46,034	44,959	43,365
Total Pension Liability - Ending (a)	\$ 67,474	\$ 64,955	\$ 60,326	\$ 56,121	\$ 53,907	\$ 52,554	\$ 49,416	\$ 49,355	\$ 46,034	\$ 44,959
Plan Fiduciary Net Position										
Contributions - Employer	\$ 2,955	\$ 2,509	\$ 2,246	\$ 2,089	\$ 1,908	\$ 2,095	\$ 1,542	\$ 834	\$ 1,434	\$ 1,392
Contributions - State	801	573	452	401	368	377	370	337	385	417
Contributions - Member	174	195	165	142	136	117	104	74	63	68
Net Investment Income	4,484	(8,097)	8,460	3,723	1,671	2,986	3,709	2,985	(1,773)	4,343
Benefit Payments	(3,491)	(2,987)	(4,832)	(3,560)	(3,475)	(3,700)	(3,713)	(3,168)	(2,657)	(2,063)
Administrative Expense	(63)	(67)	(62)	(51)	(55)	(62)	(59)	(54)	(52)	(52)
Net Change in Plan Fiduciary Net Position	4,860	(7,874)	6,429	2,744	553	1,813	1,953	1,008	(2,600)	4,105
Plan Fiduciary Net Position - Beginning	40,997	48,871	42,442	39,698	39,145	37,332	35,379	34,371	36,971	32,866
Plan Fiduciary Net Position - Ending (b)	\$ 45,857	\$ 40,997	\$ 48,871	\$ 42,442	\$ 39,698	\$ 39,145	\$ 37,332	\$ 35,379	\$ 34,371	\$ 36,971
Net Pension Liability - Ending (a)-(b)	21,617	23,958	11,455	13,679	14,209	13,409	12,084	13,976	11,663	7,988
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	67.96%	63.12%	81.01%	75.63%	73.64%	74.49%	75.55%	71.68%	74.66%	82.23%
Covered Payroll	\$ 7,636	\$ 7,548	\$ 7,557	\$ 6,712	\$ 6,183	\$ 5,756	\$ 5,829	\$ 4,557	\$ 4,987	\$ 4,218
Net Pension Liability as a Percentage of Covered Payroll	283.09%	317.41%	151.58%	203.80%	229.81%	232.96%	207.33%	306.71%	233.87%	189.39%

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Notes to the Schedule of Changes in Net Pension Liability and Related Ratios (Firefighters')

Notes to the Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 9/30/15 measurement period which includes DROP payroll.

Changes of Benefit Terms:

For measurement date 9/30/19, changes of benefit terms resulted from provisions of Chapter 112.1816, Florida Statutes, regarding death or disability due to a diagnosis of cancer. The expected deaths and disabilities in line-of-duty were increased from 75% to 90%.

For measurement date 9/30/18, changes of benefit terms resulted from Ordinance 2986, adopted in 2018.

Changes of Assumptions:

For measurement date 09/30/21, the investment return was lowered from 7.60% to 7.20%.

For measurement date 09/30/20, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from to those used in the July 1, 2019 FRS valuation report for special risk employees. Additionally, the investment return was lowered from 7.80% to 7.60%, and rates for early retirement hired pre-01/01/13 have been reduced from 4.5% to 3.0%.

For measurement date 09/30/19, amounts reported as changes of assumptions resulted from the following changes:

The investment return has been reduced from 7.85% to 7.80%. Rates for early retirement for members pre-07/01/13 reduced from 6.0% to 4.5%.

For measurement date 09/30/18, amounts reported as changes of assumptions resulted from the following changes:

A 100% retirement probability for the addition of the Normal Retirement Date for members hired after December 31, 2012. The investment return has been reduced from 7.90% to 7.85%. The rates for early retirement members hired prior to January 2013 reduced from 9.0% to 6.0%.

For measurement date 09/30/17, as required by Chapter 2015-157, Laws of Florida, the assumed rates of mortality have been changed from those in the July 1, 2015 FRS valuation report to those used in the July 1, 2016 FRS valuation report. Additionally, the assumption of investment return was lowered from 7.95% to 7.90% compounded annually, net of investment related expense.

For measurement date 09/30/16, amounts reported as changes of assumptions resulted from the following changes:

The investment return was lowered from 8.0% to 7.95%. This assumption rate will be reduced annually until it reaches an ultimate rate of 7.75% in the 10/1/20 actuarial valuation. The normal retirement and early retirement rates for members hired before 1/1/13 have been updated based on the experience study dated 10/28/16. The Tier 1 early retirement rates for ages 44 to 49 have been reduced to 9%, and will be reduced annually until it reaches an ultimate rate of 3% is reached in the 10/1/20 actuarial valuation. The termination and salary increase assumptions have been updated to better reflect anticipated future Plan experience. As a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees. Also, the inflation rate was lowered from 3.0% to 2.7%.

For measurement date 09/30/15, the inflation assumption was lowered from 3.5% to 3.0%.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Schedule of Actuarially Determined Contributions (General Employees' City Only)

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Actuarially Determined Contribution	\$ 3,930	\$ 3,811	\$ 3,311	\$ 2,927	\$ 2,707	\$ 2,590	\$ 2,344	\$ 2,119	\$ 2,160	\$ 1,980
Contributions in Relation to the										
Actuarially Determined Contributions	<u>3,927</u>	<u>3,811</u>	<u>3,311</u>	<u>2,930</u>	<u>2,707</u>	<u>2,590</u>	<u>2,344</u>	<u>2,119</u>	<u>2,088</u>	<u>1,984</u>
Contribution Deficiency (Excess)	<u>3</u>	<u>-</u>	<u>-</u>	<u>(3)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>72</u>	<u>(4)</u>
Covered Payroll	\$19,497	\$18,402	\$18,002	\$17,506	\$16,032	\$14,740	\$13,947	\$13,653	\$12,852	\$12,758
Contributions as a percentage of										
Covered Payroll	20.14%	20.71%	18.39%	16.74%	16.88%	17.57%	16.81%	15.52%	16.25%	15.55%

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*.

Valuation Date: 10/1/22

General Employees' only includes the City portion.

Actuarially determined contribution rates are calculated as of October 1, which is 15 months prior to the expected contribution date.

Prepaid contributions were used to meet the remaining of the actuarially determined contribution for the fiscal year ended September 30, 2015.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level Dollar, closed
Remaining Amortization Period:	11 Years (as of 10/01/2021)
Asset Valuation Method:	20% of the difference between MV and expected actuarial asset
Inflation:	2.25%
Salary Increase:	3.40% to 6.50%
Interest Rate	6.8%
Retirement Age	Experience-based table of rates specific to type of eligibility condition
Early Retirement	Age 55 and 10 years of service
Cost-of-Living Adjustment	None

Changes of Benefit Terms:

There have been no changes in benefits since the prior valuation.

Changes of Assumptions:

For 2021, there were no significant assumption changes to calculate the contribution.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Schedule of Actuarially Determined Contributions (Police Officers')

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially Determined Contribution	\$ 3,417	\$ 2,882	\$ 3,051	\$ 2,793	\$ 2,554	\$ 2,640	\$ 2,626	\$ 2,464	\$ 2,469	\$ 2,408
Contributions in Relation to the										
Actuarially Determined Contributions	2,964	3,196	2,548	2,951	2,693	2,717	2,537	2,530	2,428	2,977
Contribution Deficiency (Excess)	453	(314)	503	(158)	(139)	(77)	89	(66)	41	(569)
Covered Payroll	\$11,049	\$ 9,896	\$ 9,354	\$ 9,068	\$ 8,550	\$ 7,921	\$ 7,725	\$ 7,506	\$ 7,754	\$ 6,841
Contributions as a percentage of										
Covered Payroll	26.83%	32.30%	27.24%	32.54%	31.50%	34.30%	32.84%	33.71%	31.31%	43.52%

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 09/30/15 measurement period which includes DROP payroll.

Valuation Date: 10/1/22

Actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level % of pay, closed
Remaining Amortization Period:	30 Years (as of 10/01/2022)
Asset Valuation Method:	4 Year geometric average of market value returns
Salary Increase:	Service based
Inflation:	2.50%
Interest Rate	7.2%, net of investment related expenses
Mortality:	PubG.H-2010 and PubS.H-2010, separate assumptions for Healthy Active Lives, Healthy Inactive Lives, and Disabled Lives
Retirement Age	Age 50 and 25 years of credited service
Early Retirement	Subsidized benefit - 2% age 40-44, 10% age 45 and older
Cost-of-Living Adjustment	1% increase in benefits annually

Changes of Benefit Terms:

For measurement date 09/30/20, amounts reported as changes of benefit terms was a result of the adoption of Ordinance No. 3027 which made changes. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Police Officers" for details.

Changes of Assumptions:

For measurement dates 09/30/20, 09/30/18 and 09/30/16, the assumed rates of mortality were changed. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Police Officers" for details.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Schedule of Actuarially Determined Contributions (Firefighters')

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially Determined Contribution	\$ 3,684	\$ 3,527	\$ 2,962	\$ 2,647	\$ 2,450	\$ 2,286	\$ 2,465	\$ 1,880	\$ 1,774	\$ 1,851
Contributions in Relation to the										
Actuarially Determined Contributions	3,756	3,082	2,698	2,490	2,276	2,472	1,912	1,171	1,819	2,363
Contribution Deficiency (Excess)	(72)	445	264	157	174	(186)	553	709	(45)	(512)
Covered Payroll	\$ 7,636	\$ 7,548	\$ 7,557	\$ 6,712	\$ 6,183	\$ 5,756	\$ 5,829	\$ 4,557	\$ 4,987	\$ 4,218
Contributions as a percentage of										
Covered Payroll	49.19%	40.83%	35.70%	37.10%	36.81%	42.95%	32.80%	25.70%	36.47%	56.02%

Notes to Schedule:

The covered payroll numbers presented are in compliance with GASB Statement No. 82, *Pension Issues*, except for the 09/30/15 measurement period which includes DROP payroll.

Valuation Date: 10/1/22

Actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal
Amortization Method:	Level % of pay, closed
Remaining Amortization Period:	30 Years (as of 10/01/2022)
Asset Valuation Method:	5 Year Smooth
Salary Increase:	Service based
Inflation:	2.70%
Interest Rate	7.20%
Mortality:	PubG.H-2010 and PubS.H-2010, separate assumptions for Healthy Active Lives, Healthy Inactive Lives, and Disabled Lives
Retirement Age	Age 50 and 10 years of service, or any age with 25 years of credit service
Early Retirement	Age 40 with ten years service or age 50 - subsidized benefit at 10% per year
Cost-of-Living Adjustment	None

Changes in Benefit Terms:

For measurement date 9/30/19, changes of benefit terms resulted from provisions of Chapter 112.1816 F.S.

Changes of Assumptions:

For measurement dates 9/30/21, 9/30/20, 9/30/18, 9/30/17 and 9/30/16, several assumptions were changed. Please see Required Supplementary Information Schedule "Net Pension Liability and Related Ratios - Firefighters" for details.

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Money-weighted Rate of Return

		General Employees'									
		<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return											
Net of Investment Expense		9.28%	-14.35%	22.21%	8.06%	3.53%	7.04%	6.09%	6.09%	1.54%	11.45%
		Police Officers'									
		<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return											
Net of Investment Expense		10.70%	-15.70%	20.17%	9.61%	3.82%	10.42%	10.74%	8.99%	2.29%	9.71%
		Firefighters'									
		<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual Money-Weighted Rate of Return											
Net of Investment Expense		10.69%	-16.37%	20.18%	9.42%	4.27%	8.03%	10.75%	8.90%	-4.79%	13.20%

CITY OF KISSIMMEE, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2023
(In Thousands)

Schedule of Changes in the Total OPEB Liability and Related Ratios

	2023	2022	2021	2020	2019	2018
Total OPEB Liability						
Service cost	\$ 516	\$ 477	\$ 518	\$ 402	\$ 531	\$ 544
Interest	179	183	226	267	271	233
Change of benefit terms	-	-	-	1	-	-
Difference between expected and actual experience	(709)	-	434	-	(255)	-
Change of assumptions and other inputs	(1,577)	176	(1,482)	772	(894)	(270)
Benefit payments	(308)	(266)	(318)	(278)	(323)	(234)
Net change in total OPEB liability	(1,899)	570	(622)	1,164	(670)	273
Total OPEB liability - beginning	7,814	7,244	7,866	6,702	7,372	7,099
Total OPEB liability - ending	<u>\$ 5,915</u>	<u>\$ 7,814</u>	<u>\$ 7,244</u>	<u>\$ 7,866</u>	<u>\$ 6,702</u>	<u>\$ 7,372</u>
 Covered-employee payroll	 \$ 35,397	 \$ 37,040	 \$ 34,141	 \$ 30,714	 \$ 28,415	 \$ 26,226
 Total OPEB liability as a percentage of covered-employee payroll	 16.71%	 21.10%	 21.22%	 25.61%	 23.59%	 28.11%

Fiscal year 2018 presents information on the Plan's measurement year ended September 30, 2017.

Notes to the Schedule:

- Note 1: GASB 75 requires information for 10 years. However, until a full 10-year trend is compiled, the City is presenting information for only those years for which information is available.
- Note 2: No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.
- Note 3: Significant assumption changes 2023: discount rate increased to 4.40% from 2.19%.

OTHER SUPPLEMENTAL INFORMATION

Non-Major Governmental Funds:

Combining Financial Statements for All Non-major
Governmental Funds and Individual Budgetary
Comparison Schedules (GAAP Basis) for All Budgeted
Nonmajor Governmental Funds

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
ALL NONMAJOR GOVERNMENTAL FUNDS
September 30, 2023
(In Thousands)

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Funds	Total Nonmajor Capital Project Funds	Total Nonmajor Governmental Funds
ASSETS				
Cash and Cash Equivalents	\$ 49,184	\$ 3,288	\$ -	\$ 52,472
Restricted Cash and Investments	1,603	3,412	6,407	11,422
Accounts Receivable (net)	130	-	-	130
Due from Other Governments	2,497	-	-	2,497
Prepaid Items	53	-	-	53
Advance to Other Funds	-	3,230	-	3,230
Total Assets	\$ 53,467	\$ 9,930	\$ 6,407	\$ 69,804
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts Payable	\$ 2,243	\$ -	\$ -	\$ 2,243
Contracts Payable	54	-	159	213
Accrued Liabilities	-	6,604	-	6,604
Due to Other Funds	886	-	-	886
Advanced Grants	1,455	-	-	1,455
Total Liabilities	4,638	6,604	159	11,401
Deferred Inflows of Resources				
Unavailable Earned Revenues	1,129	-	-	1,129
Total Deferred Inflows of Resources	1,129	-	-	1,129
Fund Balances:				
Nonspendable Prepaids and Inventories	53	-	-	53
Nonspendable Advances	-	3,230	-	3,230
Nonspendable Supplementary Care	1,318	-	-	1,318
Restricted for Transportation Projects	18,006	-	-	18,006
Restricted for Development Services	7,732	-	-	7,732
Restricted for Economic Development	11,315	-	-	11,315
Restricted for Recreation Projects	3,788	-	-	3,788
Restricted for Charter School	2,984	-	-	2,984
Restricted for Construction Projects	-	-	6,248	6,248
Restricted for Other Capital Improvements	3,152	-	-	3,152
Assigned for Debt Service	-	96	-	96
Unassigned (Deficit)	(648)	-	-	(648)
Total Fund Balances	47,700	3,326	6,248	57,274
Total Liabilities, Deferred Inflows and Fund Balances	\$ 53,467	\$ 9,930	\$ 6,407	\$ 69,804

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL NONMAJOR GOVERNMENTAL FUNDS
Fiscal Year Ended September 30, 2023
(In Thousands)

	Total Nonmajor Special Revenue Funds	Total Nonmajor Debt Service Funds	Total Nonmajor Capital Project Funds	Total Nonmajor Governmental Funds
REVENUES				
Taxes	\$ 3,265	\$ -	\$ -	\$ 3,265
Permits, Fees and Special Assessments	8,319	-	-	8,319
Intergovernmental Revenues	12,686	-	-	12,686
Charges for Services	1,763	-	-	1,763
Investment Income (Loss)	1,747	-	312	2,059
Miscellaneous Revenues	366	-	-	366
Total Revenues	28,146	-	312	28,458
EXPENDITURES				
Current:				
General Government	6,932	-	-	6,932
Public Safety	6,360	-	-	6,360
Transportation	3,973	-	-	3,973
Economic Environment	460	-	-	460
Culture/Recreation	460	-	-	460
Debt Service:				
Principal Retirement	-	5,050	-	5,050
Interest and Fiscal Charges	-	2,939	-	2,939
Capital Outlay	-	-	1,945	1,945
Total Expenditures	18,185	7,989	1,945	28,119
Excess (Deficiency) of Revenues Over (Under) Expenditures	9,961	(7,989)	(1,633)	339
OTHER FINANCING SOURCES and (USES)				
Transfers In	3,366	7,579	1,480	12,425
Transfers (Out)	(4,304)	-	(1,480)	(5,784)
Proceeds from Sale of Capital Assets	1,450	-	-	1,450
Total Other Financing Sources and (Uses)	512	7,579	-	8,091
Net Change in Fund Balances	10,473	(410)	(1,633)	8,430
Fund Balances - Beginning	37,227	3,736	7,881	48,844
Fund Balances - Ending	\$ 47,700	\$ 3,326	\$ 6,248	\$ 57,274

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The City has the following nonmajor special revenue funds:

Budgeted Special Revenue Funds (GAAP Basis)

Local Option Gas Tax

To account for the City's share of the six-cent local option gas tax revenues designated for road improvements and maintenance projects.

Recreation Impact Fee Fund

To account for impact fees collected and spent based on charges to new living units constructed. Revenue is restricted for park acquisition and improvements. Impact fees are assessed based upon City ordinance and adopted pursuant to Florida Law.

Community Redevelopment Agency Downtown

To account for the operations of the Downtown Community Redevelopment Agency. Costs are funded with restricted incremental tax increases of property located within the CRA.

Community Redevelopment Agency Vine Street

To account for the operations of the Vine Street Community Redevelopment Agency. Costs are funded with restricted incremental tax increases of property located within the CRA.

Building Division

To account for the collection of building permit revenues and payment of expenditures associated with providing inspection related services.

Mobility Fee Fund

To account for mobility fees collected and spent based on charges to new living units constructed. Revenue is restricted for transportation improvements. Mobility fees are assessed based upon City ordinance and replace the transportation impact fee program.

State Housing Initiative Program

To account for revenues and expenditures related to the State Housing Initiative Program with funding provided by the Florida Housing Finance Corporation. These funds are used to provide down payment assistance, housing rehabilitation, foreclosure prevention, and rental deposit assistance.

Justice Assistance Grant

To account for the revenues and expenditures associated with the U. S. Department of Justice (DOJ), Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (JAG) program.

Paving Assessments

To account for the costs associated with paving projects. One-third of the project costs are paid by the Gas Tax Fund while the remaining two-thirds are assessed to property owners.

Charter School

To account for the funds received from the Osceola County School District and related expenditures to the management firm that operates the City's charter school.

Neighborhood Stabilization and HOME

To account for revenues and expenditures related to the U.S. Department of Housing and Urban Development (HUD) housing assistance programs to qualifying low-income families.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

Non-Budgeted Special Revenue Funds

Federal Grants Fund

To account for the revenues and expenditures related to several grant projects reimbursed by federal grantor agencies.

State Grants Fund

To account for the revenues and expenditures related to several grant projects reimbursed by state grantor agencies.

Shingle Creek Regional Trail

To account for the revenues and expenditures related LAP agreements with the Florida Department of Transportation to provide for the construction of the Shingle Creek Regional Trail.

Victims of Crime Act Grant

To account for revenues and expenditures related to the U.S. DOJ grant established under the 1984 Victims of Crime Act awarded for the various prevention programs.

CARES Act Relief

To account for revenues and expenditures related to the U.S. Department of the Treasury COVID-19 assistance.

Section 8 HAPP

To account for expenditures associated with various housing related projects.

Police and Firefighters Premium Tax Trust

To account for excise tax imposed on homeowners' insurance premiums collected by the State of Florida Department of Revenue and remitted to the City. These tax revenues are to be used as retirement contributions to Police and Firefighters' Pension plans.

Supplementary Care

To account for revenue received from individuals buying supplementary care in the City cemetery. Interest can be transferred to the General Fund to defray the cost of cemetery operations and maintenance.

DEBT SERVICE FUNDS

Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. The City has the following nonmajor debt service funds:

Budgeted Debt Service Funds (GAAP Basis)

2015B Refunding Note

Accounts for the payment of principal and interest on the 2015B Refunding Note to refund the 2004 CRA Revenue Note. Tax increment financing revenues are used for annual debt service payments.

2014A Revenue Note

Accounts for the payment of principal and interest on the 2014A Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

2016 Revenue Note

Accounts for the payment of principal and interest on the 2016 Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

2010A Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010A Refunding Revenue Note to advance refund the 2005 Revenue Note. Monies from the one-cent sales tax are used for annual debt service payments.

2010B Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010B Refunding Revenue Note. Monies from the Local Option sales tax are used for annual debt service payments.

2010C Refunding Revenue Note

Accounts for the payment of principal and interest on the 2010C Refunding Revenue Note. Monies from the Local Option gas tax are used for annual debt service payments.

2011B Capital Refunding Note

Accounts for the payment of principal and interest on the 2011B Capital Refunding Note. Revenue received from Local Option sales tax is used for annual debt service payments.

2022A Revenue Refunding Bond

Accounts for the payment of principal and interest on the 2022A Revenue Refunding Bond. Revenue received from half cent sales tax and communication service taxes is used for annual debt service payments.

2022B Revenue Refunding Bond

Accounts for the payment of principal and interest on the 2022B Revenue Refunding Bond. Revenue received from half cent sales tax and communication service taxes is used for annual debt service payments.

Non-Budgeted Debt Service Fund

FmHA Bond

Accounts for the payment of principal and interest on the 1980 and 1981 Excise Tax Revenue Bonds. Occupational license revenue is pledged for payment of these bonds. Transfers are made from the General Fund.

2021 Line of Credit Debt

Accounts for the payment of principal and interest on the 2021 Line of Credit. Monies from the one-cent sales tax are used for annual debt service payments.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital outlay. The City has the following capital projects funds:

Budgeted Capital Projects Fund (GAAP Basis)

2022 Bonds Capital Projects

To account for the proceeds of the 2022A and 2022B Revenue Refunding Bonds to be used for various improvement projects.

NONMAJOR GOVERNMENTAL FUNDS - CONTINUED

Non-Budgeted Capital Project Funds

2016 Revenue Note Construction

To account for the proceeds of the 2016 Refunding Revenue Note to be used for capital improvement projects.

2018 Line of Credit

To account for the proceeds of the 2018 Line of Credit Direct Borrowing to be used for various improvement projects.

2014A Note Capital Project

To account for the proceeds of the 2014A Revenue Note to be used for Lakefront Park and road improvement projects.

2010C Note Capital Project

To account for the proceeds of the 2010C Revenue Note to be used for road improvement projects.

Lakefront Sales Tax 2009A Capital Project Fund

To account for the proceeds of the 2009A Revenue Note to be used for the construction of projects in the Lakefront Restoration Project.

2017 Note Capital Projects

To account for the proceeds of the 2017 Commercial Note to be used for various improvement projects.

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
September 30, 2023
(In Thousands)

	Local Option Gas Tax	Recreation Impact Fee Fund	Community Redevelopment Agency Downtown	Community Redevelopment Agency Vine Street
ASSETS				
Cash and Cash Equivalents	\$ 6,887	\$ 3,804	\$ 6,546	\$ 4,516
Restricted Cash and Investments	-	-	-	-
Accounts Receivable (net)	-	-	-	-
Due from Other Governments	273	-	-	-
Prepaid Items	-	-	-	-
Total Assets	\$ 7,160	\$ 3,804	\$ 6,546	\$ 4,516
LIABILITIES				
Accounts Payable	\$ 1,077	\$ 16	\$ 24	\$ 2
Contracts Payable	-	-	-	-
Due to Other Funds	-	-	-	-
Advanced Grants	-	-	-	-
Total Liabilities	1,077	16	24	2
DEFERRED INFLOWS OF RESOURCES				
Unavailable Earned Revenues	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCES (DEFICITS)				
Nonspendable Prepaids and Inventories	-	-	-	-
Nonspendable Supplementary Care	-	-	-	-
Restricted for Transportation Projects	6,083	-	-	-
Restricted for Development Services	-	-	-	-
Restricted for Economic Development	-	-	6,522	4,514
Restricted for Recreation Projects	-	3,788	-	-
Restricted for Charter School	-	-	-	-
Restricted for Other Capital	-	-	-	-
Improvements	-	-	-	-
Unassigned (Deficit)	-	-	-	-
Total Fund Balances (Deficits)	6,083	3,788	6,522	4,514
Total Liabilities, Deferred Inflows and Fund Balances	\$ 7,160	\$ 3,804	\$ 6,546	\$ 4,516

Building Division	Federal Grants Fund	State Grants Fund	Shingle Creek Regional Trail	Mobility Fee Fund	State Housing Initiative Program	Victim of Crime Act
\$ 7,983	\$ 173	\$ 2,753	\$ 384	\$ 11,539	\$ 1,687	\$ 5
-	-	-	-	-	-	-
130	-	-	-	-	-	-
-	394	671	-	-	35	17
-	-	49	-	-	4	-
<u>\$ 8,113</u>	<u>\$ 567</u>	<u>\$ 3,473</u>	<u>\$ 384</u>	<u>\$ 11,539</u>	<u>\$ 1,726</u>	<u>\$ 22</u>
\$ 331	\$ 8	\$ 163	\$ -	\$ -	\$ -	\$ -
50	-	4	-	-	-	-
-	-	-	-	-	110	19
-	117	-	-	-	1,338	-
<u>381</u>	<u>125</u>	<u>167</u>	<u>-</u>	<u>-</u>	<u>1,448</u>	<u>19</u>
-	261	286	-	-	-	6
-	261	286	-	-	-	6
-	-	49	-	-	4	-
-	-	-	-	-	-	-
-	-	-	384	11,539	-	-
7,732	-	-	-	-	-	-
-	-	-	-	-	274	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	181	2,971	-	-	-	-
-	-	-	-	-	-	(3)
<u>7,732</u>	<u>181</u>	<u>3,020</u>	<u>384</u>	<u>11,539</u>	<u>278</u>	<u>(3)</u>
<u>\$ 8,113</u>	<u>\$ 567</u>	<u>\$ 3,473</u>	<u>\$ 384</u>	<u>\$ 11,539</u>	<u>\$ 1,726</u>	<u>\$ 22</u>

Continued

CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
September 30, 2023
(In Thousands)

	Justice Assistance Grant	Paving Assessments	Charter School	CARES Act Relief
ASSETS				
Cash and Cash Equivalents	\$ -	\$ 1	\$ 1,583	\$ 1
Restricted Cash and Investments	-	-	1,603	-
Accounts Receivable (net)	-	-	-	-
Due from Other Governments	-	-	403	-
Prepaid Items	-	-	-	-
Total Assets	<u>\$ -</u>	<u>\$ 1</u>	<u>\$ 3,589</u>	<u>\$ 1</u>
LIABILITIES				
Accounts Payable	\$ -	\$ 17	\$ 605	\$ -
Contracts Payable	-	-	-	-
Due to Other Funds	56	-	-	-
Advanced Grants	-	-	-	-
Total Liabilities	<u>56</u>	<u>17</u>	<u>605</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable Earned Revenues	-	-	-	-
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES (DEFICITS)				
Nonspendable Prepaids and Inventories	-	-	-	-
Nonspendable Supplementary Care	-	-	-	-
Restricted for Transportation Projects	-	-	-	-
Restricted for Development Services	-	-	-	-
Restricted for Economic Development	-	-	-	1
Restricted for Recreation Projects	-	-	-	-
Restricted for Charter School	-	-	2,984	-
Restricted for Other Capital	-	-	-	-
Improvements	-	-	-	-
Unassigned (Deficit)	(56)	(16)	-	-
Total Fund Balances (Deficits)	<u>(56)</u>	<u>(16)</u>	<u>2,984</u>	<u>1</u>
Total Liabilities, Deferred Inflows and Fund Balances	<u>\$ -</u>	<u>\$ 1</u>	<u>\$ 3,589</u>	<u>\$ 1</u>

Neighborhood Stabilization and Home	Section 8 HAPP Fund	Police and Firefighters Premium Tax Trust	Supplementary Care	Total Nonmajor Special Revenue Funds
\$ -	\$ 4	\$ -	\$ 1,318	\$ 49,184
-	-	-	-	1,603
-	-	-	-	130
704	-	-	-	2,497
-	-	-	-	53
<u>\$ 704</u>	<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,318</u>	<u>\$ 53,467</u>
\$ -	\$ -	\$ -	\$ -	\$ 2,243
-	-	-	-	54
701	-	-	-	886
-	-	-	-	1,455
<u>701</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,638</u>
<u>576</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,129</u>
<u>576</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,129</u>
-	-	-	-	53
-	-	-	1,318	1,318
-	-	-	-	18,006
-	-	-	-	7,732
-	4	-	-	11,315
-	-	-	-	3,788
-	-	-	-	2,984
-	-	-	-	3,152
<u>(573)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(648)</u>
<u>(573)</u>	<u>4</u>	<u>-</u>	<u>1,318</u>	<u>47,700</u>
<u>\$ 704</u>	<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,318</u>	<u>\$ 53,467</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2023
(In Thousands)

	Local Option Gas Tax	Recreation Impact Fee Fund	Community Redevelopment Agency Downtown	Community Redevelopment Agency Vine Street
REVENUES				
Taxes	\$ 3,265	\$ -	\$ -	\$ -
Permits, Fees and Special Assessments	-	-	-	-
Intergovernmental Revenues	-	-	1,585	826
Charges for Services	2	1,334	-	-
Investment Income (Loss)	274	137	262	171
Miscellaneous Revenues	-	-	66	-
Total Revenues	3,541	1,471	1,913	997
EXPENDITURES				
Current:				
General Government	-	-	554	213
Public Safety	-	-	-	-
Transportation	2,853	-	-	-
Economic Environment	-	-	-	-
Culture/Recreation	-	309	-	-
Total Expenditures	2,853	309	554	213
Excess (Deficiency) of Revenues Over (Under) Expenditures	688	1,162	1,359	784
OTHER FINANCING SOURCES and (USES)				
Transfers In	875	-	1,095	774
Transfers (Out)	(930)	(97)	(1,503)	-
Proceeds from Sale of Capital Assets	-	-	1,450	-
Total Other Financing Sources and (Uses)	(55)	(97)	1,042	774
Net Change in Fund Balances	633	1,065	2,401	1,558
Fund Balances (Deficits) - Beginning	5,450	2,723	4,121	2,956
Fund Balances (Deficits) - Ending	\$ 6,083	\$ 3,788	\$ 6,522	\$ 4,514

Building Division	Federal Grants Fund	State Grants Fund	Shingle Creek Regional Trail	Mobility Fee Fund	State Housing Initiative Program	Victim of Crime Act
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,140	-	-	-	4,166	-	-
-	16	926	96	-	170	55
427	-	-	-	-	-	-
290	-	-	-	406	24	-
-	-	-	-	-	40	-
4,857	16	926	96	4,572	234	55
-	-	-	-	-	-	-
3,897	11	27	-	-	-	60
-	1	1,083	4	1	-	-
-	1	-	-	-	170	-
-	49	102	-	-	-	-
3,897	62	1,212	4	1	170	60
960	(46)	(286)	92	4,571	64	(5)
30	10	224	97	-	-	-
-	-	-	-	(439)	-	-
-	-	-	-	-	-	-
30	10	224	97	(439)	-	-
990	(36)	(62)	189	4,132	64	(5)
6,742	217	3,082	195	7,407	214	2
\$ 7,732	\$ 181	\$ 3,020	\$ 384	\$ 11,539	\$ 278	\$ (3)

Continued

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For the Year Ended September 30, 2023
(In Thousands)

	Justice Assistance Grant	Paving Assessments	Charter School	CARES Act Relief
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Permits, Fees and Special Assessments	-	13	-	-
Intergovernmental Revenues	46	-	6,826	-
Charges for Services	-	-	-	-
Investment Income (Loss)	-	-	134	-
Miscellaneous Revenues	-	-	-	-
Total Revenues	46	13	6,960	-
EXPENDITURES				
Current:				
General Government	-	-	6,165	-
Public Safety	314	-	-	-
Transportation	-	31	-	-
Economic Environment	-	-	-	-
Culture/Recreation	-	-	-	-
Total Expenditures	314	31	6,165	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(268)	(18)	795	-
OTHER FINANCING SOURCES and (USES)				
Transfers In	261	-	-	-
Transfers (Out)	-	-	(759)	-
Proceeds from Sale of Capital Assets	-	-	-	-
Total Other Financing Sources and (Uses)	261	-	(759)	-
Net Change in Fund Balances	(7)	(18)	36	-
Fund Balances (Deficits) - Beginning	(49)	2	2,948	1
Fund Balances (Deficits) - Ending	\$ (56)	\$ (16)	\$ 2,984	\$ 1

Neighborhood Stabilization and Home	Section 8 HAPP Fund	Police and Firefighters Premium Tax Trust	Supplementary Care	Total Nonmajor Special Revenue Funds
\$ -	\$ -	\$ -	\$ -	\$ 3,265
-	-	-	-	8,319
89	-	2,051	-	12,686
-	-	-	-	1,763
-	-	-	49	1,747
200	-	-	60	366
289	-	2,051	109	28,146
-	-	-	-	6,932
-	-	2,051	-	6,360
-	-	-	-	3,973
289	-	-	-	460
-	-	-	-	460
289	-	2,051	-	18,185
-	-	-	109	9,961
-	-	-	-	3,366
(576)	-	-	-	(4,304)
-	-	-	-	1,450
(576)	-	-	-	512
(576)	-	-	109	10,473
3	4	-	1,209	37,227
<u>\$ (573)</u>	<u>\$ 4</u>	<u>\$ -</u>	<u>\$ 1,318</u>	<u>\$ 47,700</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
LOCAL OPTION GAS TAX
For the Year Ended September 30, 2023
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Taxes	\$ 2,936	\$ 3,265	\$ 329
Charges for Services	3	2	(1)
Investment Income (Loss)	15	274	259
Miscellaneous Revenues	1	-	(1)
Total Revenues	<u>2,955</u>	<u>3,541</u>	<u>586</u>
EXPENDITURES			
Transportation	6,062	2,853	3,209
Capital Outlay	1,868	-	1,868
Total Expenditures	<u>7,930</u>	<u>2,853</u>	<u>5,077</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(4,975)</u>	<u>688</u>	<u>5,663</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	5,617	875	(4,742)
Transfers (Out)	(938)	(930)	8
Total Other Financing Sources and (Uses)	<u>4,679</u>	<u>(55)</u>	<u>(4,734)</u>
Net Change in Fund Balance	(296)	633	929
Fund Balance (Deficit) - Beginning	<u>296</u>	<u>5,450</u>	<u>5,154</u>
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 6,083</u>	<u>\$ 6,083</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
RECREATION IMPACT FEE FUND
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Charges for Services	\$ 675	\$ 1,334	\$ 659
Investment Income (Loss)	5	137	132
Total Revenues	<u>680</u>	<u>1,471</u>	<u>791</u>
EXPENDITURES			
Culture/Recreation	1,625	309	1,316
Capital Outlay	1,832	-	1,832
Total Expenditures	<u>3,457</u>	<u>309</u>	<u>3,148</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,777)</u>	<u>1,162</u>	<u>3,939</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	2,677	-	(2,677)
Transfers (Out)	(97)	(97)	-
Total Other Financing Sources and (Uses)	<u>2,580</u>	<u>(97)</u>	<u>(2,677)</u>
Net Change in Fund Balance	(197)	1,065	1,262
Fund Balance (Deficit) - Beginning	197	2,723	2,526
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 3,788</u>	<u>\$ 3,788</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY REDEVELOPMENT AGENCY DOWNTOWN
For the Year Ended September 30, 2023
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 1,586	\$ 1,585	\$ (1)
Investment Income (Loss)	10	262	252
Miscellaneous Revenues	66	66	-
Total Revenues	<u>1,662</u>	<u>1,913</u>	<u>251</u>
EXPENDITURES			
General Government	1,054	554	500
Capital Outlay	3,810	-	3,810
Total Expenditures	<u>4,864</u>	<u>554</u>	<u>4,310</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(3,202)</u>	<u>1,359</u>	<u>4,561</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	4,554	1,095	(3,459)
Transfers (Out)	(1,503)	(1,503)	-
Proceeds from Sale of Capital Assets	-	1,450	1,450
Total Other Financing Sources and (Uses)	<u>3,051</u>	<u>1,042</u>	<u>(2,009)</u>
Net Change in Fund Balance	(151)	2,401	2,552
Fund Balance (Deficit) - Beginning	<u>151</u>	<u>4,121</u>	<u>3,970</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 6,522</u></u>	<u><u>\$ 6,522</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
COMMUNITY REDEVELOPMENT AGENCY VINE STREET
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 827	\$ 826	\$ (1)
Investment Income (Loss)	5	171	166
Total Revenues	<u>832</u>	<u>997</u>	<u>165</u>
EXPENDITURES			
General Government	2,753	213	2,540
Capital Outlay	2,026	-	2,026
Total Expenditures	<u>4,779</u>	<u>213</u>	<u>4,566</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(3,947)</u>	<u>784</u>	<u>4,731</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	3,610	774	(2,836)
Total Other Financing Sources and (Uses)	<u>3,610</u>	<u>774</u>	<u>(2,836)</u>
Net Change in Fund Balance	(337)	1,558	1,895
Fund Balance (Deficit) - Beginning	<u>337</u>	<u>2,956</u>	<u>2,619</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 4,514</u></u>	<u><u>\$ 4,514</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
BUILDING DIVISION
For the Year Ended September 30, 2023
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits, Fees and Special Assessments	\$ 3,630	\$ 4,140	\$ 510
Charges for Services	150	427	277
Investment Income (Loss)	-	290	290
Miscellaneous Revenues	-	-	-
Total Revenues	<u>3,780</u>	<u>4,857</u>	<u>1,077</u>
EXPENDITURES			
Public Safety	7,661	3,897	3,764
Capital Outlay	1,878	-	1,878
Total Expenditures	<u>9,539</u>	<u>3,897</u>	<u>5,642</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(5,759)</u>	<u>960</u>	<u>6,719</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	5,679	30	(5,649)
Total Other Financing Sources and (Uses)	<u>5,679</u>	<u>30</u>	<u>(5,649)</u>
Net Change in Fund Balance	(80)	990	1,070
Fund Balance (Deficit) - Beginning	80	6,742	6,662
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 7,732</u>	<u>\$ 7,732</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
MOBILITY FEE FUND
For the Year Ended September 30, 2023
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Permits, Fees and Special Assessments	\$ 846	\$ 4,166	\$ 3,320
Investment Income (Loss)	25	406	381
Total Revenues	<u>871</u>	<u>4,572</u>	<u>3,701</u>
EXPENDITURES			
Transportation	4,179	1	4,178
Capital Outlay	4,189	-	4,189
Total Expenditures	<u>8,368</u>	<u>1</u>	<u>8,367</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(7,497)</u>	<u>4,571</u>	<u>12,068</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	7,935	-	(7,935)
Transfers (Out)	(439)	(439)	-
Total Other Financing Sources and (Uses)	<u>7,496</u>	<u>(439)</u>	<u>(7,935)</u>
Net Change in Fund Balance	(1)	4,132	4,133
Fund Balance (Deficit) - Beginning	<u>1</u>	<u>7,407</u>	<u>7,406</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 11,539</u></u>	<u><u>\$ 11,539</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
STATE HOUSING INITIATIVE PROGRAM
For the Year Ended September 30, 2023
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 876	\$ 170	\$ (706)
Investment Income (Loss)	-	24	24
Miscellaneous Revenues	-	40	40
Total Revenues	<u>876</u>	<u>234</u>	<u>(642)</u>
EXPENDITURES			
Economic Environment	1,472	170	1,302
Total Expenditures	<u>1,472</u>	<u>170</u>	<u>1,302</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(596)</u>	<u>64</u>	<u>660</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	431	-	(431)
Total Other Financing Sources and (Uses)	<u>431</u>	<u>-</u>	<u>(431)</u>
Net Change in Fund Balance	(165)	64	229
Fund Balance (Deficit) - Beginning	<u>165</u>	<u>214</u>	<u>49</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ 278</u></u>	<u><u>\$ 278</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
JUSTICE ASSISTANCE GRANT
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ 54	\$ 46	\$ (8)
Total Revenues	<u>54</u>	<u>46</u>	<u>(8)</u>
EXPENDITURES			
Public Safety	-	314	(314)
Total Expenditures	<u>-</u>	<u>314</u>	<u>(314)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>54</u>	<u>(268)</u>	<u>(322)</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	261	261	-
Total Other Financing Sources and (Uses)	<u>261</u>	<u>261</u>	<u>-</u>
Net Change in Fund Balance	315	(7)	(322)
Fund Balance (Deficit) - Beginning	<u>(315)</u>	<u>(49)</u>	<u>266</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ (56)</u></u>	<u><u>\$ (56)</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
PAVING ASSESSMENTS
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Permits, Fees and Special Assessments	\$ 10	\$ 13	\$ 3
Investment Income (Loss)	-	-	-
Total Revenues	<u>10</u>	<u>13</u>	<u>3</u>
EXPENDITURES			
Transportation	<u>5</u>	<u>31</u>	<u>(26)</u>
Total Expenditures	<u>5</u>	<u>31</u>	<u>(26)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>5</u>	<u>(18)</u>	<u>(23)</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	<u>(5)</u>	<u>-</u>	<u>5</u>
Total Other Financing Sources and (Uses)	<u>(5)</u>	<u>-</u>	<u>5</u>
Net Change in Fund Balance	-	(18)	(18)
Fund Balance (Deficit) - Beginning	<u>-</u>	<u>2</u>	<u>2</u>
Fund Balance (Deficit) - Ending	<u><u>\$ -</u></u>	<u><u>\$ (16)</u></u>	<u><u>\$ (16)</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
CHARTER SCHOOL
For the Year Ended September 30, 2023
(In Thousands)

	Budget	Actual Amounts	Variance with Budget - Over (Under)
REVENUES			
Intergovernmental Revenues	\$ 6,665	\$ 6,826	\$ 161
Investment Income (Loss)	15	134	119
Total Revenues	<u>6,680</u>	<u>6,960</u>	<u>280</u>
EXPENDITURES			
General Government	6,168	6,165	3
Capital Outlay	2,527	-	2,527
Total Expenditures	<u>8,695</u>	<u>6,165</u>	<u>2,530</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,015)</u>	<u>795</u>	<u>2,810</u>
OTHER FINANCING SOURCES AND (USES)			
Transfers In	2,773	-	(2,773)
Transfers (Out)	(759)	(759)	-
Total Other Financing Sources and (Uses)	<u>2,014</u>	<u>(759)</u>	<u>(2,773)</u>
Net Change in Fund Balance	(1)	36	37
Fund Balance (Deficit) - Beginning	1	2,948	2,947
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ 2,984</u>	<u>\$ 2,984</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
NEIGHBORHOOD STABILIZATION AND HOME
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Intergovernmental Revenues	\$ -	\$ 89	\$ 89
Miscellaneous Revenues	373	200	(173)
Total Revenues	373	289	(84)
EXPENDITURES			
Economic Environment	415	289	126
Total Expenditures	415	289	126
Excess (Deficiency) of Revenues Over (Under) Expenditures	(42)	-	42
OTHER FINANCING SOURCES AND (USES)			
Transfers (Out)	-	(576)	(576)
Total Other Financing Sources and (Uses)	-	(576)	(576)
Net Change in Fund Balance	(42)	(576)	(534)
Fund Balance (Deficit) - Beginning	42	3	(39)
Fund Balance (Deficit) - Ending	<u>\$ -</u>	<u>\$ (573)</u>	<u>\$ (573)</u>

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CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR DEBT SERVICE FUNDS
September 30, 2023
(In Thousands)

	FmHA Bond	2015B Refunding Note	2014A Revenue Note	2016 Revenue Note	2010A Refunding Revenue Note
ASSETS					
Cash and Cash Equivalents	\$ 42	\$ -	\$ 541	\$ 17	\$ 924
Restricted Cash and Investments	-	260	-	2,182	-
Advance to Other Funds	-	-	-	-	-
Total Assets	<u>\$ 42</u>	<u>\$ 260</u>	<u>\$ 541</u>	<u>\$ 2,199</u>	<u>\$ 924</u>
LIABILITIES					
Accrued Liabilities	\$ -	\$ 260	\$ 541	\$ 2,182	\$ 924
Total Liabilities	<u>-</u>	<u>260</u>	<u>541</u>	<u>2,182</u>	<u>924</u>
FUND BALANCE					
Nonspendable Advances	-	-	-	-	-
Assigned for Debt Service	42	-	-	17	-
Total Fund Balances	<u>42</u>	<u>-</u>	<u>-</u>	<u>17</u>	<u>-</u>
Total Liabilities and Fund Balances	<u>\$ 42</u>	<u>\$ 260</u>	<u>\$ 541</u>	<u>\$ 2,199</u>	<u>\$ 924</u>

2010B Refunding Revenue Note	2010C Refunding Revenue Note	2011B Capital Refunding Note	2021 Line of Credit Debt	2022A Revenue Refunding Bond Debt	2022B Revenue Refunding Bond Debt	Total Nonmajor Debt Service Funds
\$ 710	\$ 259	\$ 758	\$ 17	\$ 15	\$ 5	\$ 3,288
-	-	-	-	903	67	3,412
-	-	-	-	3,230	-	3,230
<u>\$ 710</u>	<u>\$ 259</u>	<u>\$ 758</u>	<u>\$ 17</u>	<u>\$ 4,148</u>	<u>\$ 72</u>	<u>\$ 9,930</u>
\$ 710	\$ 259	\$ 758	\$ -	\$ 903	\$ 67	\$ 6,604
710	259	758	-	903	67	6,604
-	-	-	-	3,230	-	3,230
-	-	-	17	15	5	96
-	-	-	17	3,245	5	3,326
<u>\$ 710</u>	<u>\$ 259</u>	<u>\$ 758</u>	<u>\$ 17</u>	<u>\$ 4,148</u>	<u>\$ 72</u>	<u>\$ 9,930</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR DEBT SERVICE FUNDS
For the Year Ended September 30, 2023
(In Thousands)

	FmHA Bond	2015B Refunding Note	2014A Revenue Note	2016 Revenue Note	2010A Refunding Revenue Note
REVENUES					
Investment Income (Loss)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	-	-	-	-	-
EXPENDITURES					
Debt Service					
Principal Retirement	-	225	445	1,430	910
Interest and Fiscal Charges	-	70	191	1,505	29
Total Expenditures	-	295	636	2,935	939
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(295)	(636)	(2,935)	(939)
OTHER FINANCING SOURCES AND (USES)					
Transfers In	-	295	636	2,935	939
Total Other Financing Sources And (Uses)	-	295	636	2,935	939
Net Change in Fund Balances	-	-	-	-	-
Fund Balances - Beginning	42	-	-	17	-
Fund Balances - Ending	<u>\$ 42</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17</u>	<u>\$ -</u>

2010B Refunding Revenue Note	2010C Refunding Revenue Note	2011B Capital Refunding Note	2021 Line of Credit Debt	2022A Revenue Refunding Bond Debt	2022B Revenue Refunding Bond Debt	Total Nonmajor Debt Service Funds
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-
680	230	720	-	410	-	5,050
59	57	76	-	817	135	2,939
739	287	796	-	1,227	135	7,989
(739)	(287)	(796)	-	(1,227)	(135)	(7,989)
739	287	796	-	817	135	7,579
739	287	796	-	817	135	7,579
-	-	-	-	(410)	-	(410)
-	-	-	17	3,655	5	3,736
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17</u>	<u>\$ 3,245</u>	<u>\$ 5</u>	<u>\$ 3,326</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2015B REFUNDING NOTE
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	225	225	-
Interest and Fiscal Charges	70	70	-
Total Expenditures	<u>295</u>	<u>295</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(295)</u>	<u>(295)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	<u>295</u>	<u>295</u>	<u>-</u>
Total Other Financing Sources	<u>295</u>	<u>295</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2014A REVENUE NOTE
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	445	445	-
Interest and Fiscal Charges	191	191	-
Total Expenditures	<u>636</u>	<u>636</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(636)</u>	<u>(636)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	636	636	-
Total Other Financing Sources	<u>636</u>	<u>636</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2016 REVENUE NOTE
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Miscellaneous Revenues	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Principal Retirement	1,430	1,430	-
Interest and Fiscal Charges	1,505	1,505	-
Capital Outlay	17	-	17
Total Expenditures	<u>2,952</u>	<u>2,935</u>	<u>17</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(2,952)</u>	<u>(2,935)</u>	<u>17</u>
OTHER FINANCING SOURCES			
Transfers In	<u>2,952</u>	<u>2,935</u>	<u>(17)</u>
Total Other Financing Sources	<u>2,952</u>	<u>2,935</u>	<u>(17)</u>
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning	<u>-</u>	<u>17</u>	<u>17</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ 17</u></u>	<u><u>\$ 17</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010A REFUNDING REVENUE NOTE
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	910	910	-
Interest and Fiscal Charges	29	29	-
Total Expenditures	<u>939</u>	<u>939</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(939)</u>	<u>(939)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	939	939	-
Total Other Financing Sources	<u>939</u>	<u>939</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010B REFUNDING REVENUE NOTE
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	680	680	-
Interest and Fiscal Charges	59	59	-
Total Expenditures	<u>739</u>	<u>739</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(739)</u>	<u>(739)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	739	739	-
Total Other Financing Sources	<u>739</u>	<u>739</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2010C REFUNDING REVENUE NOTE
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	230	230	-
Interest and Fiscal Charges	57	57	-
Total Expenditures	<u>287</u>	<u>287</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(287)</u>	<u>(287)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	287	287	-
Total Other Financing Sources	<u>287</u>	<u>287</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2011B CAPITAL REFUNDING NOTE
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Debt Service			
Principal Retirement	720	720	-
Interest and Fiscal Charges	76	76	-
Total Expenditures	<u>796</u>	<u>796</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(796)</u>	<u>(796)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	796	796	-
Total Other Financing Sources	<u>796</u>	<u>796</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2022A REVENUE REFUNDING BOND DEBT
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Principal Retirement	410	410	-
Interest and Fiscal Charges	1,120	817	303
Total Expenditures	<u>1,530</u>	<u>1,227</u>	<u>303</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,530)</u>	<u>(1,227)</u>	<u>303</u>
OTHER FINANCING SOURCES			
Transfers In	1,530	817	(713)
Total Other Financing Sources	<u>1,530</u>	<u>817</u>	<u>(713)</u>
Net Change in Fund Balance	-	(410)	(410)
Fund Balance - Beginning	<u>-</u>	<u>3,655</u>	<u>3,655</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ 3,245</u></u>	<u><u>\$ 3,245</u></u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2022B REVENUE REFUNDING BOND DEBT
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES			
Interest and Fiscal Charges	135	135	-
Total Expenditures	<u>135</u>	<u>135</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(135)</u>	<u>(135)</u>	<u>-</u>
OTHER FINANCING SOURCES			
Transfers In	135	135	-
Total Other Financing Sources	<u>135</u>	<u>135</u>	<u>-</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>5</u>	<u>5</u>
Fund Balance - Ending	<u><u>\$ -</u></u>	<u><u>\$ 5</u></u>	<u><u>\$ 5</u></u>

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CITY OF KISSIMMEE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
September 30, 2023
(In Thousands)

	2014A Note Capital Project	2010C Note Capital Project	2016 Revenue Note Construction	Lakefront Sales Tax 2009A Capital Project	2018 Line of Credit
ASSETS					
Restricted Cash and Investments	\$ 154	\$ 15	\$ 740	\$ 2	\$ 10
Total Assets	<u>\$ 154</u>	<u>\$ 15</u>	<u>\$ 740</u>	<u>\$ 2</u>	<u>\$ 10</u>
LIABILITIES					
Contracts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES					
Restricted for Construction Projects	154	15	740	2	10
Total Fund Balances	<u>154</u>	<u>15</u>	<u>740</u>	<u>2</u>	<u>10</u>
Total Liabilities and Fund Balances	<u>\$ 154</u>	<u>\$ 15</u>	<u>\$ 740</u>	<u>\$ 2</u>	<u>\$ 10</u>

2017 Note Capital Project	2022 Bonds Capital Projects	Total Nonmajor Capital Projects Funds
\$ 18	\$ 5,468	\$ 6,407
<u>\$ 18</u>	<u>\$ 5,468</u>	<u>\$ 6,407</u>
\$ -	\$ 159	\$ 159
-	159	159
18	5,309	6,248
18	5,309	6,248
<u>\$ 18</u>	<u>\$ 5,468</u>	<u>\$ 6,407</u>

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECTS FUNDS
For the Fiscal Year Ended September 30, 2023
(In Thousands)

	2014A Note Capital Project	2010C Note Capital Project	2016 Revenue Note Construction	Lakefront Sales Tax 2009A Capital Project	2018 Line of Credit
REVENUES					
Investment Income (Loss)	\$ 6	\$ 1	\$ 27	\$ -	\$ 25
Total Revenues	<u>6</u>	<u>1</u>	<u>27</u>	<u>-</u>	<u>25</u>
EXPENDITURES					
Capital Outlay	-	-	8	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>8</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>6</u>	<u>1</u>	<u>19</u>	<u>-</u>	<u>25</u>
OTHER FINANCING SOURCES (USES)					
Transfers In	-	-	-	-	-
Transfers (Out)	-	-	-	-	(641)
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(641)</u>
Net Change in Fund Balances	<u>6</u>	<u>1</u>	<u>19</u>	<u>-</u>	<u>(616)</u>
Fund Balances - Beginning	<u>148</u>	<u>14</u>	<u>721</u>	<u>2</u>	<u>626</u>
Fund Balances - Ending	<u><u>\$ 154</u></u>	<u><u>\$ 15</u></u>	<u><u>\$ 740</u></u>	<u><u>\$ 2</u></u>	<u><u>\$ 10</u></u>

2017 Note Capital Project	2022 Bonds Capital Projects	Total Nonmajor Capital Projects Funds
\$ 32	\$ 221	\$ 312
32	221	312
-	1,937	1,945
-	1,937	1,945
32	(1,716)	(1,633)
-	1,480	1,480
(839)	-	(1,480)
(839)	1,480	-
(807)	(236)	(1,633)
825	5,545	7,881
<u>\$ 18</u>	<u>\$ 5,309</u>	<u>\$ 6,248</u>

CITY OF KISSIMMEE, FLORIDA
BUDGETARY COMPARISON SCHEDULE
2022 BONDS CAPITAL PROJECTS
For the Year Ended September 30, 2023
(In Thousands)

	<u>Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Over (Under)</u>
REVENUES			
Investment Income (Loss)	\$ -	\$ 221	\$ 221
Total Revenues	<u>-</u>	<u>221</u>	<u>221</u>
EXPENDITURES			
Capital Outlay	5,957	1,937	4,020
Total Expenditures	<u>5,957</u>	<u>1,937</u>	<u>4,020</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(5,957)</u>	<u>(1,716)</u>	<u>4,241</u>
OTHER FINANCING SOURCES (USES)			
Transfers In	7,399	1,480	(5,919)
Total Other Financing Sources (Uses)	<u>7,399</u>	<u>1,480</u>	<u>(5,919)</u>
Net Change in Fund Balance	<u>1,442</u>	<u>(236)</u>	<u>(1,678)</u>
Fund Balance - Beginning	<u>(1,442)</u>	<u>5,545</u>	<u>6,987</u>
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 5,309</u>	<u>\$ 5,309</u>

INTERNAL SERVICE FUNDS

The City has three internal service funds. These funds are used to accumulate costs related to various activities and charge them back to user departments. They are as follows:

Central Services

This fund accounts for costs associated with central services which include information technology, purchasing, warehouse, garage, building maintenance, and printing. Charges for services to other departments are based on actual costs incurred.

Health Insurance

This fund accounts for the City's self-funded employee health insurance plan. Costs include insurance costs, self-insurance claims expenses, and administrative costs. Charges for services are made to other departments based on estimated premiums.

Risk Management

This fund accounts for the City's risk management program. Costs include all insurance costs, self-insurance claims expenses, and administrative costs. Charges for services are made to other departments based on estimated premiums.

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
September 30, 2023
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
ASSETS				
Current Assets:				
Cash and Cash Equivalents	\$ 1,481	\$ 1,367	\$ 5,264	\$ 8,112
Accounts Receivable (net)	16	23	-	39
Due from Other Governments	424	-	-	424
Due from TWA	138	40	549	727
Inventories	98	-	-	98
Leases Receivable	352	-	-	352
Total Current Assets	2,509	1,430	5,813	9,752
Capital Assets:				
Buildings	569	-	-	569
Improvements Other Than Buildings	4,817	91	545	5,453
Software, Net	299	-	-	299
Machinery, Equipment and Vehicles	3,147	56	272	3,475
Less: Accumulated Depreciation	(6,203)	(53)	(324)	(6,580)
Total Capital Assets	2,629	94	493	3,216
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Outflows Related to OPEB	60	-	-	60
Deferred Outflows Related to Pensions	954	-	-	954
Total Deferred Outflows of Resources	1,014	-	-	1,014
LIABILITIES				
Current liabilities:				
Accounts Payable	506	-	-	506
Due to KUA	1	-	-	1
Compensated Absences Payable	40	-	-	40
SBITA Liability Current	51	-	-	51
Estimated Claims Payable	-	276	1,960	2,236
Total current liabilities	598	276	1,960	2,834
Noncurrent liabilities:				
Compensated Absences Payable	160	-	-	160
Other Postemployment Benefits	334	-	-	334
Net Pension Liability	2,917	-	-	2,917
SBITA Liability	162	-	-	162
Estimated Claims Payable	-	276	1,960	2,236
Total Noncurrent Liabilities	3,573	276	1,960	5,809
DEFERRED INFLOWS OF RESOURCES				
Deferred Inflows Related to Leases	292	-	-	292
Deferred Inflows Related to OPEB	201	-	-	201
Deferred Inflows Related to Pensions	15	-	-	15
Total Deferred Inflows of Resources	508	-	-	508
NET POSITION				
Net Investment in Capital Assets	2,321	94	493	2,908
Unrestricted	(848)	878	1,893	1,923
Total Net Position	\$ 1,473	\$ 972	\$ 2,386	\$ 4,831

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended September 30, 2023
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
Operating Revenues:				
Charges for Services	\$ 10,999	\$ 10,367	\$ 2,791	\$ 24,157
Miscellaneous Revenues	171	21	-	192
Total Operating Revenues	11,170	10,388	2,791	24,349
Operating Expenses:				
Personal Services	4,251	-	7	4,258
Contracted Services	797	2,112	16	2,925
Supplies and Materials	127	77	3	207
Repairs and Maintenance	3,209	-	161	3,370
Other Services and Charges	2,206	8	260	2,474
Depreciation and Amortization	739	9	29	777
Claims/Premium Expense	159	7,972	3,518	11,649
Total Operating Expenses	11,488	10,178	3,994	25,660
Operating Income (Loss)	(318)	210	(1,203)	(1,311)
Nonoperating Revenues and Expenses:				
Interest Expense	(10)	-	-	(10)
Investment Income	38	42	217	297
Lease Revenues	93	-	-	93
Insurance Recoveries	-	-	190	190
Gain or (Loss) from Sale of Capital Assets	3	-	-	3
Total Nonoperating Revenues and Expenses	124	42	407	573
Income (Loss) Before Contributions and Transfers	(194)	252	(796)	(738)
Transfers In	-	15	-	15
Change in Net Position	(194)	267	(796)	(723)
Total Net Position - Beginning	1,667	705	3,182	5,554
Total Net Position - Ending	\$ 1,473	\$ 972	\$ 2,386	\$ 4,831

CITY OF KISSIMMEE, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For The Year Ended September 30, 2023
(In Thousands)

	Central Services	Health Insurance	Risk Management	Total
Cash Flows from Operating Activities				
Receipts from Customers and Users	\$ 11,761	\$ 10,378	\$ 2,658	\$ 24,797
Payments to Suppliers	(6,894)	(10,402)	(3,884)	(21,180)
Payments to Employees	(3,780)	-	(7)	(3,787)
Net Cash Provided (Used) by Operating Activities	<u>1,087</u>	<u>(24)</u>	<u>(1,233)</u>	<u>(170)</u>
Cash Flows from Noncapital Financing Activities				
Transfers in	-	15	-	15
Net Cash Provided (Used) by Noncapital Financing Activities	<u>-</u>	<u>15</u>	<u>-</u>	<u>15</u>
Cash Flows from Capital and Related Financing Activities				
Acquisition/Construction of Capital Assets	(672)	(16)	(111)	(799)
Proceeds from Leasing Activities	36	-	-	36
SBITA Payable Principal Payments	(319)	-	-	(319)
SBITA Payable Interest Payments	(10)	-	-	(10)
Proceeds from Sales of Capital Assets	3	-	-	3
Proceeds from Insurance Recoveries	-	-	190	190
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(962)</u>	<u>(16)</u>	<u>79</u>	<u>(899)</u>
Cash Flows from Investing Activities				
Gain (Loss) on Investments	38	42	217	297
Net Cash Provided (Used) by Investing Activities	<u>38</u>	<u>42</u>	<u>217</u>	<u>297</u>
Net Increase (Decrease) in Cash and Cash Equivalents	<u>163</u>	<u>17</u>	<u>(937)</u>	<u>(757)</u>
Cash and Cash Equivalents at Beginning of Year	1,318	1,350	6,201	8,869
Cash and Cash Equivalents at End of Year	<u>\$ 1,481</u>	<u>\$ 1,367</u>	<u>\$ 5,264</u>	<u>\$ 8,112</u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities				
Operating Income (Loss)	\$ (318)	\$ 210	\$ (1,203)	\$ (1,311)
Depreciation and Amortization	739	9	29	777
Changes in Assets and Liabilities:				
(Increase) Decrease in Due from KUA	25	-	-	25
(Increase) Decrease in Due from TWA	416	2	(133)	285
(Increase) Decrease in Accounts Receivable	3	(12)	-	(9)
(Increase) Decrease in Due from Other Governments	147	-	-	147
(Increase) Decrease in Deferred Outflows OPEB	14	-	-	14
(Increase) Decrease in Deferred Outflows Pensions	600	-	-	600
(Increase) Decrease in Inventories	(23)	-	-	(23)
Increase (Decrease) in Accounts Payable	(373)	-	-	(373)
Increase (Decrease) in Claims Payable	-	(233)	74	(159)
Increase (Decrease) in OPEB	(113)	-	-	(113)
Increase (Decrease) in Compensated Absences	18	-	-	18
Increase (Decrease) in Net Pension Liability	(141)	-	-	(141)
Increase (Decrease) in Deferred Inflows OPEB	98	-	-	98
Increase (Decrease) in Deferred Inflows Pensions	(5)	-	-	(5)
Total Adjustments	<u>1,405</u>	<u>(234)</u>	<u>(30)</u>	<u>1,141</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 1,087</u>	<u>\$ (24)</u>	<u>\$ (1,233)</u>	<u>\$ (170)</u>

There are no noncash investing, capital, and financing activities in the Internal Service Funds.

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City of Kissimmee, Florida
Statistical Section
September 30, 2023

This part of the City of Kissimmee, Florida's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant years.

Schedule 1
City of Kissimmee, Florida

NET POSITION BY COMPONENT
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<u>Governmental activities</u>										
Net investment										
in capital assets	\$ 148,239	\$ 163,458	\$ 159,525	\$ 171,862	\$ 160,750	\$ 168,706	\$ 178,154	\$ 184,731	\$ 186,416	\$ 199,077
Restricted	12,220	16,865	20,474	21,469	26,878	32,621	33,231	40,052	54,396	75,189
Unrestricted	25,233	(5,079)	(3,698)	(2,528)	(4,692)	125	(3,503)	2,108	1,634	(5,153)
Total governmental activities net position	<u>\$ 185,692</u>	<u>\$ 175,244</u>	<u>\$ 176,301</u>	<u>\$ 190,803</u>	<u>\$ 182,936</u>	<u>\$ 201,452</u>	<u>\$ 207,882</u>	<u>\$ 226,891</u>	<u>\$ 242,446</u>	<u>\$ 269,113</u>
<u>Business-type activities</u>										
Net investment										
in capital assets	\$ 41,655	\$ 42,959	\$ 42,126	\$ 43,725	\$ 49,095	\$ 49,355	\$ 49,204	\$ 51,601	\$ 53,546	\$ 55,551
Restricted	12	488	24	-	36	73	69	-	-	-
Unrestricted	4,509	1,858	2,996	1,879	1,874	3,277	4,273	2,845	4,809	9,153
Total business-type activities net position	<u>\$ 46,176</u>	<u>\$ 45,305</u>	<u>\$ 45,146</u>	<u>\$ 45,604</u>	<u>\$ 51,005</u>	<u>\$ 52,705</u>	<u>\$ 53,546</u>	<u>\$ 54,446</u>	<u>\$ 58,355</u>	<u>\$ 64,704</u>
<u>Primary government</u>										
Net investment										
in capital assets	\$ 189,894	\$ 206,417	\$ 201,651	\$ 215,587	\$ 209,845	\$ 218,061	\$ 227,358	\$ 236,332	\$ 239,962	\$ 254,628
Restricted	12,232	17,353	20,498	21,469	26,914	32,694	33,300	40,052	54,396	75,189
Unrestricted	29,742	(3,221)	(702)	(649)	(2,818)	3,402	770	4,953	6,443	4,000
Total primary government net position	<u>\$ 231,868</u>	<u>\$ 220,549</u>	<u>\$ 221,447</u>	<u>\$ 236,407</u>	<u>\$ 233,941</u>	<u>\$ 254,157</u>	<u>\$ 261,428</u>	<u>\$ 281,337</u>	<u>\$ 300,801</u>	<u>\$ 333,817</u>

Schedule 2
City of Kissimmee, Florida

CHANGES IN NET POSITION
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental activities:										
General government	\$ 34,892	\$ 32,649	\$ 38,386	\$ 37,622	\$ 38,402	\$ 41,436	\$ 48,354	\$ 46,066	\$ 50,392	\$ 60,491
Public safety	32,134	33,644	36,631	40,187	39,039	42,946	45,599	44,709	50,259	58,975
Physical environment	-	-	-	-	-	-	-	-	-	-
Transportation	7,738	8,437	18,435	6,651	10,834	13,908	8,049	9,079	14,312	11,297
Economic environment	1,053	962	389	1,103	1,944	1,302	997	1,468	1,228	1,084
Culture/Recreation	5,499	4,255	8,360	7,534	7,659	3,940	8,110	8,183	9,211	10,171
Interest on long-term debt	1,352	1,499	3,028	2,620	2,791	2,854	2,644	2,495	2,944	2,878
Total governmental activities expenses	\$ 82,668	\$ 81,446	\$ 105,229	\$ 95,717	\$ 100,669	\$ 106,386	\$ 113,753	\$ 112,000	\$ 128,346	\$ 144,896
Business-type activities:										
Stormwater	\$ 3,546	\$ 3,725	\$ 4,029	\$ 3,998	\$ 4,633	\$ 4,941	\$ 4,885	\$ 5,363	\$ 5,258	\$ 5,262
Airport	1,231	1,425	2,160	2,497	1,564	1,707	1,640	1,751	2,423	2,755
Solid waste	4,107	4,288	4,436	4,497	4,559	5,131	5,335	5,489	6,020	6,707
Total business-type activities expenses	\$ 8,884	\$ 9,438	\$ 10,625	\$ 10,992	\$ 10,756	\$ 11,779	\$ 11,860	\$ 12,603	\$ 13,701	\$ 14,724
Total primary government net expenses	\$ 91,552	\$ 90,884	\$ 115,854	\$ 106,709	\$ 111,425	\$ 118,165	\$ 125,613	\$ 124,603	\$ 142,047	\$ 159,620
Program revenues										
Governmental activities:										
Charges for services - general government	\$ 21,352	\$ 21,837	\$ 21,855	\$ 22,162	\$ 22,737	\$ 25,376	\$ 26,837	\$ 28,541	\$ 30,526	\$ 32,535
Charges for services - public safety	8,136	6,567	8,373	8,574	10,223	11,071	9,077	8,776	13,321	13,378
Charges for services - all others	2,030	2,454	2,064	1,981	2,094	1,928	824	1,247	1,620	1,553
Operating grants and contributions	894	594	951	1,374	1,296	2,900	1,236	2,400	5,646	9,665
Capital grants and contributions	7,455	7,040	11,361	5,322	10,921	7,545	5,815	9,125	4,589	11,888
Total governmental activities program revenues	\$ 39,867	\$ 38,492	\$ 44,604	\$ 39,413	\$ 47,271	\$ 48,820	\$ 43,789	\$ 50,089	\$ 55,702	\$ 69,019
Business-type activities:										
Charges for services - stormwater	\$ 4,432	\$ 4,659	\$ 4,732	\$ 5,105	\$ 5,188	\$ 5,561	\$ 5,786	\$ 5,860	\$ 6,088	\$ 6,582
Charges for services - airport	925	844	856	868	932	875	828	956	1,185	1,247
Charges for services - solid waste	4,822	4,773	4,772	5,066	5,010	5,362	5,844	5,938	6,229	7,070
Operating grants and contributions	-	-	-	-	-	-	157	254	312	79
Capital grants and contributions	3,890	934	1,007	651	2,615	2,022	580	1,007	2,879	6,326
Total business-type activities program revenues	\$ 14,069	\$ 11,210	\$ 11,367	\$ 11,690	\$ 13,745	\$ 13,820	\$ 13,195	\$ 14,015	\$ 16,693	\$ 21,304
Total primary government program revenues	\$ 53,936	\$ 49,702	\$ 55,971	\$ 51,103	\$ 61,016	\$ 62,640	\$ 56,984	\$ 64,104	\$ 72,395	\$ 90,323
Net (expense) / revenue										
Governmental activities	\$ (42,801)	\$ (42,954)	\$ (60,625)	\$ (56,304)	\$ (53,398)	\$ (57,566)	\$ (69,964)	\$ (61,911)	\$ (72,644)	\$ (75,877)
Business-type activities	5,185	1,772	742	698	2,989	2,041	1,335	1,412	2,992	6,580
Total primary government net expense	\$ (37,616)	\$ (41,182)	\$ (59,883)	\$ (55,606)	\$ (50,409)	\$ (55,525)	\$ (68,629)	\$ (60,499)	\$ (69,652)	\$ (69,297)

Continued next page

Schedule 2
City of Kissimmee, Florida

CHANGES IN NET POSITION
(accrual basis of accounting)
(dollar amounts are expressed in thousands)

Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General revenues and other changes in net position										
Governmental activities:										
Property tax	\$ 11,456	\$ 11,756	\$ 11,620	\$ 12,275	\$ 13,228	\$ 14,608	\$ 16,382	\$ 17,739	\$ 19,326	\$ 21,733
Sales tax	10,420	11,106	11,885	12,412	5,318	5,434	4,567	5,460	6,618	6,951
Public service tax	6,572	6,556	6,703	6,892	6,979	7,024	7,141	7,233	7,459	7,777
Gas tax	2,581	2,582	2,773	2,657	2,811	2,831	2,525	2,767	2,968	3,265
Local option discretionary tax	-	-	-	-	7,986	8,144	7,048	8,555	10,783	11,448
State revenue sharing	2,517	2,564	2,339	2,579	2,735	2,914	2,654	3,178	3,941	4,420
Other Locally Assessed Utility Tax	-	-	-	-	-	1,650	1,664	1,727	1,838	1,883
Other taxes	2,032	2,257	2,738	2,872	3,109	1,914	2,397	3,629	2,327	4,854
Franchise fees (1)	140	159	165	154	179	184	177	197	230	216
Unrestricted intergovernmental revenues	19,616	21,069	23,911	23,371	25,531	25,546	25,641	27,090	30,159	30,044
Investment income (loss)	138	233	418	688	881	2,448	1,816	(71)	(406)	5,338
Miscellaneous revenues	765	1,095	1,385	1,092	1,201	2,557	1,708	1,916	2,292	2,453
Gain on sale of capital assets	171	-	-	168	26	127	2,062	942	-	1,453
Transfers in (out)	325	651	780	1,212	669	701	612	558	664	709
Total governmental activities	\$ 56,733	\$ 60,028	\$ 64,717	\$ 66,372	\$ 70,653	\$ 76,082	\$ 76,394	\$ 80,920	\$ 88,199	\$ 102,544
Business-type activities:										
Investment income (loss)	\$ 5	\$ 17	\$ 24	\$ 29	\$ 45	\$ 143	\$ 105	\$ 5	\$ (19)	\$ 470
Miscellaneous revenues	-	-	-	-	37	48	7	4	3	6
Gain on sale of capital assets	-	-	48	27	52	169	6	37	1,597	2
Transfers in (out)	(325)	(651)	(780)	(1,212)	(669)	(701)	(612)	(558)	(664)	(709)
Total business-type activities	\$ (320)	\$ (634)	\$ (708)	\$ (1,156)	\$ (535)	\$ (341)	\$ (494)	\$ (512)	\$ 917	\$ (231)
Total primary government	\$ 56,413	\$ 59,394	\$ 64,009	\$ 65,216	\$ 70,118	\$ 75,741	\$ 75,900	\$ 80,408	\$ 89,116	\$ 102,313
Change in net position										
Governmental activities	\$ 13,932	\$ 17,074	\$ 4,092	\$ 10,068	\$ 17,255	\$ 18,516	\$ 6,430	\$ 19,009	\$ 15,555	\$ 26,667
Business-type activities	4,865	1,138	34	(458)	2,454	1,700	841	900	3,909	6,349
	\$ 18,797	\$ 18,212	\$ 4,126	\$ 9,610	\$ 19,709	\$ 20,216	\$ 7,271	\$ 19,909	\$ 19,464	\$ 33,016

(1) Franchise fees reported in charges for services in 2007 and 2008; however, clarification determined classification proper as general revenues in 2009;

(2) During the fiscal year ended September 30, 2015, GASB Statement No. 68 was implemented resulting in adjustments to beginning net position. Periods prior to that fiscal year were not adjusted for these changes.

(3) During the fiscal year ended September 30, 2014, a restatement of net position for governmental activities was reported due to changes in accounting principles and prior period adjustments. Periods prior to September 30, 2014 were not adjusted for these changes.

(4) During the fiscal year ended September 30, 2018, GASB Statement No. 75 was implemented resulting in adjustments to beginning net position. Periods prior to that fiscal year were not adjusted for these changes.

Schedule 3
City of Kissimmee, Florida

FUND BALANCES, GOVERNMENTAL FUNDS
(modified accrual basis of accounting)
(dollar amounts are expressed in thousands)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<u>General fund</u>										
Nonspendable	\$ 199	\$ 199	\$ 330	\$ 339	\$ 334	\$ 361	\$ 318	\$ 317	\$ 317	\$ 364
Restricted	1,355	1,347	1,287	930	634	667	479	560	803	682
Assigned	1,695	990	2,188	1,814	1,971	736	3,768	3,448	7,203	9,352
Unassigned	21,729	23,023	23,449	25,435	28,350	31,723	30,432	35,067	36,588	36,121
Total general fund	\$ 24,978	\$ 25,559	\$ 27,254	\$ 28,518	\$ 31,289	\$ 33,487	\$ 34,997	\$ 39,392	\$ 44,911	\$ 46,519
<u>All other governmental funds</u>										
Nonspendable	\$ 762	\$ 802	\$ 839	\$ 883	\$ 1,033	\$ 995	\$ 1,059	\$ 1,135	\$ 4,898	\$ 4,601
Restricted	15,863	20,123	52,800	48,117	45,341	40,641	31,640	37,156	58,014	35,095
Assigned	42	86	103	59	59	59	59	76	96	96
Unassigned	(527)	(1,005)	(1,397)	(816)	(400)	(981)	(1,460)	(56)	(132)	33,849
Total all other governmental funds	\$ 16,140	\$ 20,006	\$ 52,345	\$ 48,243	\$ 46,033	\$ 40,714	\$ 31,298	\$ 38,311	\$ 62,876	\$ 73,641
Total fund balances all governmental funds	\$ 41,118	\$ 45,565	\$ 79,599	\$ 76,761	\$ 77,322	\$ 74,201	\$ 66,295	\$ 77,703	\$ 107,787	\$ 120,160

Schedule 4
City of Kissimmee, Florida

CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
(modified accrual basis of accounting)
(dollar amounts are expressed in thousands)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Revenues										
Taxes	\$ 27,032	\$ 26,866	\$ 28,398	\$ 29,524	\$ 31,276	\$ 32,873	\$ 33,367	\$ 36,579	\$ 40,734	\$ 44,499
Permits, fees and special assessments	2,276	3,702	3,452	5,252	5,674	5,167	3,213	2,027	5,675	8,545
Intergovernmental revenues	39,955	41,566	41,969	42,524	45,836	48,997	47,542	57,318	59,580	65,471
Charges for services	8,397	7,930	8,689	8,483	9,881	10,090	8,871	10,627	12,216	12,720
Fines and forfeitures	1,561	572	455	697	387	923	403	326	655	568
Investment income (loss)	137	211	390	643	823	2,277	1,669	(53)	(355)	5,036
Miscellaneous revenues	592	722	766	743	810	1,901	999	1,573	1,640	2,408
Total revenues	\$ 79,950	\$ 81,569	\$ 84,119	\$ 87,866	\$ 94,687	\$ 102,228	\$ 96,064	\$ 108,397	\$ 120,145	\$ 139,247
Expenditures										
General government	\$ 18,438	\$ 16,524	\$ 22,951	\$ 23,576	\$ 21,181	\$ 24,413	\$ 26,866	\$ 24,340	\$ 25,806	\$ 43,409
Public safety	31,708	33,638	33,906	37,393	39,453	43,991	44,549	49,929	48,352	53,661
Transportation	16,184	13,239	10,803	10,017	10,691	11,972	9,923	11,689	12,854	10,857
Economic environment	1,067	757	429	899	1,943	1,302	997	1,468	1,937	1,087
Culture/Recreation	6,686	7,048	7,546	7,231	6,956	7,543	7,127	7,436	7,767	8,447
Debt service:										
Principal retirement	3,906	3,853	3,832	4,163	4,144	4,088	4,226	4,969	5,669	6,616
Interest and fiscal charges	1,352	1,498	2,246	2,764	2,939	2,991	2,782	2,620	2,715	3,009
Professional fees	-	-	438	17	13	24	23	36	390	20
Capital Outlay	6,784	1,450	6,504	10,778	14,058	15,391	10,444	43	18	1,945
Total expenditures	\$ 86,125	\$ 78,007	\$ 88,655	\$ 96,838	\$ 101,378	\$ 111,715	\$ 106,937	\$ 102,530	\$ 105,508	\$ 129,051
Excess of revenues over (under) expenditures	\$ (6,175)	\$ 3,562	\$ (4,536)	\$ (8,972)	\$ (6,691)	\$ (9,487)	\$ (10,873)	\$ 5,867	\$ 14,637	\$ 10,196
Other financing sources (uses)										
Transfers in	\$ 7,218	\$ 12,419	\$ 51,835	\$ 11,351	\$ 10,224	\$ 10,909	\$ 10,796	\$ 11,001	\$ 13,393	\$ 16,280
Transfers (out)	(6,893)	(11,751)	(50,716)	(10,112)	(9,537)	(10,162)	(10,184)	(10,472)	(12,759)	(15,586)
Proceeds from sale of capital assets	508	110	147	165	126	219	2,355	1,108	-	1,450
Issuance of notes payable	9,600	3,875	42,930	4,730	6,220	5,400	-	16,350	26,730	-
Issuance of leases	-	-	-	-	219	-	-	3,904	4,433	33
Issuance premium	-	-	4,838	-	-	-	-	-	-	-
Payment to bond escrow agent	-	(3,768)	(10,464)	-	-	-	-	(16,350)	(16,350)	-
Total other financing sources (uses)	\$ 10,433	\$ 885	\$ 38,570	\$ 6,134	\$ 7,252	\$ 6,366	\$ 2,967	\$ 5,541	\$ 15,447	\$ 2,177
Net change in fund balances	\$ 4,258	\$ 4,447	\$ 34,034	\$ (2,838)	\$ 561	\$ (3,121)	\$ (7,906)	\$ 11,408	\$ 30,084	\$ 12,373
Debt service as a percentage of non-capital expenditures	7.1%	8.3%	9.0%	9.4%	9.2%	8.9%	8.1%	8.6%	9.2%	9.1%

Schedule 5
City of Kissimmee, Florida

ASSESSED AND ACTUAL VALUE OF TAXABLE PROPERTY
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

Fiscal Year	Assessed Values			Less: Tax Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value
	Real Property	Personal Property	Total					
2014	2,894,416	423,367	3,317,783	1,051,534	2,266,249	4.6253	2,266,249	146.400%
2015	3,046,246	430,402	3,476,648	1,057,067	2,419,581	4.6253	2,419,581	143.688%
2016	3,221,933	432,684	3,654,617	1,051,050	2,603,567	4.6253	2,603,567	140.370%
2017	3,672,184	565,323	4,237,507	1,261,016	2,976,491	4.6253	2,976,491	142.366%
2018	4,096,454	545,629	4,642,083	1,355,470	3,286,613	4.6253	3,286,613	141.242%
2019	4,576,175	657,682	5,233,857	1,555,998	3,677,859	4.6253	3,677,859	142.307%
2020	4,942,470	668,059	5,610,529	1,622,804	3,987,725	4.6253	3,987,725	140.695%
2021	5,349,402	741,001	6,090,403	1,743,350	4,347,053	4.6253	4,347,053	140.104%
2022	5,995,371	756,969	6,752,340	1,355,470	5,396,870	4.6253	5,396,870	125.116%
2023	6,854,704	760,357	7,615,061	1,930,410	5,684,651	4.6253	5,684,651	133.958%

Source: Osceola County Property Appraiser's Office.

Note: Property is reassessed each year by the Osceola County Property Appraiser. Property is assessed at actual value, therefore the assessed values are equal to the actual values. Tax rates are per \$1,000 of assessed valuation.

Schedule 6
City of Kissimmee, Florida

DIRECT AND OVERLAPPING PROPERTY TAX RATES
Last Ten Fiscal Years
(per \$1,000 of Assessed Taxable Value)

Fiscal Year	City of Kissimmee Florida	Osceola County			Okeechobee and Everglades Basins	South Florida Water Mgmt. Dist.	Total
		Government	Library	School Board			
2014	4.625	6.700	0.257	7.375	0.243	0.169	19.369
2015	4.625	6.700	0.257	7.261	0.227	0.158	19.228
2016	4.625	6.700	0.257	6.905	0.195	0.136	18.818
2017	4.625	6.700	0.257	6.905	0.195	0.136	18.818
2018	4.625	6.700	0.300	6.411	0.173	0.129	18.338
2019	4.625	6.700	0.300	6.240	0.164	0.115	18.144
2020	4.625	6.700	0.300	6.026	0.157	0.110	17.918
2021	4.625	6.700	0.300	5.897	0.151	0.133	17.806
2022	4.625	6.700	0.300	5.516	0.135	0.095	17.371
2023	4.625	6.700	0.300	5.504	0.135	0.095	17.359

Source: Osceola County Tax Collector's Office.

Schedule 7
City of Kissimmee, Florida

PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

Fiscal Year	Total Tax Levy	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Tax Collections	Total Collections as a Percent of Current Levy
2014	\$ 10,496	\$ 9,629	91.7%	\$ 516	\$ 10,145	96.7%
2015	11,191	10,470	93.6%	419	10,889	97.3%
2016	12,048	11,191	92.9%	429	11,620	96.4%
2017	12,732	11,937	93.8%	338	12,275	96.4%
2018	13,720	12,617	92.0%	611	13,228	96.4%
2019	15,143	14,140	93.4%	467	14,607	96.5%
2020	16,999	15,780	92.8%	604	16,384	96.4%
2021	18,411	17,279	93.9%	459	17,738	96.3%
2022	20,081	18,943	94.3%	383	19,326	96.2%
2023	22,549	21,228	94.1%	505	21,733	96.4%

Source: Osceola County Tax Collector's Office.

Schedule 8
City of Kissimmee, Florida

PRINCIPAL PROPERTY TAXPAYERS
Current Year and Nine Years Ago
(dollar amounts are expressed in thousands)

			Fiscal Year 2022 / 2023 (a)			Fiscal Year 2013 / 2014 (b)		
Property Description	Use	Taxpayer	Taxable Value	Percent of Total Taxable Value	Rank	Taxable Value	Percent of Total Taxable Value	Rank
Local hospital	Medical care	Osceola Regional Hospital, Inc.	\$ 129,535	20.30%	1	\$ 97,273	32.64%	1
Apartment complex	Rentals	Kissimmee Lakes Owner	87,741	13.75%	2	-	-	-
Apartment complex	Rentals	CLPF	74,339	11.65%	3	-	-	-
Apartment complex	Rentals	Sonceto (Kissimmee) Owner LLC	66,044	10.35%	4	-	-	-
Apartment complex	Rentals	1880 Destiny Blvd	59,508	9.33%	5	-	-	-
Apartment complex	Rentals	BMF IV FL Lake Tivoli	51,658	8.10%	6	-	-	-
Apartment complex	Rentals	Continental 330 Fund LLC	47,497	7.44%	7	-	-	-
Apartment complex	Rentals	FL Arrow Ridge Apts	43,038	6.74%	8	-	-	-
Retail store	Merchandising	Loop West LLC	41,501	6.50%	9	37,111	12.45%	2
Warehouse Distribution	Merchandising	First Industrial LP	37,268	5.84%	10	-	-	-
Retail store	Merchandising	Wal-Mart Stores, Inc.	-	-	-	29,502	9.90%	3
Condominiums	Rentals	G&I Vineyards LLC	-	-	-	25,304	8.49%	4
Condominiums	Timeshare sales	Oak Plantation Realty Partners	-	-	-	23,404	7.85%	5
Apartment complex	Rentals	Reef Club Apartments	-	-	-	20,226	6.78%	6
Apartment complex	Rentals	Lake Tivoli LLC	-	-	-	18,804	6.31%	7
Apartment complex	Rentals	Alliance HTFL Ltd Partnership	-	-	-	17,408	5.84%	8
Apartment complex	Rentals	TNP SRT Osceola Village LLC	-	-	-	14,612	4.90%	9
Retail store	Merchandising	Vine Street Shoppes LP	-	-	-	14,403	4.83%	10
Totals			<u>\$ 638,129</u>	<u>100.00%</u>		<u>\$ 298,047</u>	<u>99.99%</u>	

(a) The fiscal year ended September 30, 2023 tax levy is based on the 2022 taxable value.

(b) The fiscal year ended September 30, 2014 tax levy is based on the 2013 taxable value.

Source: Osceola County Property Appraiser's Office.

Schedule 9
City of Kissimmee, Florida

RATIOS OF OUTSTANDING DEBT BY TYPE
Last Ten Fiscal Years
(dollar amounts of debt are expressed in thousands)

Fiscal Year	Governmental Activities						Business-type				
	Tax Revenue Bonds	Sales Tax Revenue Notes	Commercial Notes	Covenant Revenue Notes	SBITAs and Leases Payable	Financed Purchases	Activities SBITAs and Financed Purchases	Total Primary Government	City of Kissimmee Personal Income	Percentage of Personal Income	Per Capita
2014	\$ 256	\$ 30,835	\$ -	\$ 18,928	\$ -	\$ 1,338	\$ 292	\$ 51,649	\$ 1,874,438	2.8%	0.80
2015	224	28,780	-	17,882	-	963	141	47,990	1,958,685	2.5%	0.72
2016	47,508	26,630	-	6,945	-	582	-	81,665	2,032,013	3.8%	1.14
2017	46,161	24,390	4,730	6,595	-	195	-	82,071	2,092,934	3.5%	1.04
2018	44,778	22,065	10,950	6,235	-	177	-	84,205	2,141,987	3.9%	1.18
2019	43,358	19,655	16,350	5,855	-	138	-	85,356	2,232,608	3.6%	1.09
2020	41,902	17,170	16,350	5,455	-	92	-	80,969	2,221,354	3.6%	1.11
2021	40,389	14,590	16,350	5,045	-	3,369	-	79,743	2,437,132	3.3%	1.01
2022	65,395	11,915	-	4,620	4,009	2,802	-	88,741	2,460,697	3.4%	1.01
2023	63,394	9,160	-	4,165	3,437	2,225	30	82,411	2,478,013	3.2%	0.98

Sources: Population and personal income data from University of Florida, Bureau of Economics and Business Research. Annual increases for CPI of 3%.

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Debt limitation: There are no legal debt limits for Florida municipalities.

Schedule 10
City of Kissimmee, Florida

DIRECT AND OVERLAPPING GOVERNMENTAL DEBT
September 30, 2023
(dollar amounts are expressed in thousands)

Taxing District	Net Debt Outstanding	Estimated Overlapping (1)	City's Share of Debt
Osceola County School District			
State School Bonds:			
Series 2014A	\$ 344	10.7%	\$ 37
Series 2017ARFD	419	10.7%	45
District Revenue Bonds:			
Sales Tax Revenue Bonds, Series 2015	10,230	10.7%	1,095
Sales Tax Revenue Bonds, Series 2017	2,920	10.7%	312
Capital Sales Tax Revenue Bonds, Series 2017	61,315	10.7%	6,561
Capital Sales Tax Revenue Bonds, Series 2021	61,055	10.7%	6,533
Certificates of Participation:			
Series 2014A	3,605	10.7%	386
Series 2015A	2,020	10.7%	216
Series 2017A	32,435	10.7%	3,471
Series 2020A	1,600	10.7%	171
Series 2023A	20,570	10.7%	2,201
Qualified School Construction Bonds:			
Series 2010A	40,500	10.7%	4,334
Education Benefit Districts:			
Bellalago Benefit District	7,313	10.7%	782
Total Osceola County School District	244,326	10.7%	26,143
Osceola County			
Limited General Obligation Debt, Series 2006	3,285	12.3%	404
Environmental Land, Series 2010	5,845	12.3%	719
Total Osceola County	9,130	12.3%	1,123
Total Overlapping Debt	\$ 253,456		\$ 27,266
Total Direct Governmental Activities Debt	\$ 78,945	100.0%	78,945
Total Direct and Overlapping Debt	\$ 332,401		\$ 106,211

Sources: Osceola County Finance Department.
City of Kissimmee Finance Department.
Osceola County School Board Finance Department.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Kissimmee, Florida. This process recognizes that when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

(1) Allocated on the basis of assessed values used for the purpose of ad valorem taxation.

Schedule 11
City of Kissimmee, Florida

PLEDGED REVENUE COVERAGE
Last Ten Fiscal Years
(dollar amounts are expressed in thousands)

Excise Tax Revenue Bonds					Sales Tax Revenue Bonds				
Fiscal Year	Excise Tax Revenues	Debt Service Requirements			Sales Tax Revenues	Debt Service Requirements			
		Principal	Interest	Coverage		Principal	Interest	Coverage	
2014	\$ 211	\$ 31	\$ 14	4.69	\$ 6,211	\$ 1,700	\$ 742	2.54	
2015	176	32	13	3.91	6,642	2,055	859	2.28	
2016	301	34	12	4.37	7,102	2,150	803	2.41	
2017	292	36	10	6.35	7,408	2,240	743	2.48	
2018	271	37	8	6.02	6,715	2,325	728	2.20	
2019	266	39	6	5.91	8,144	2,410	671	2.64	
2020	270	25	4	8.18	7,048	2,485	596	1.91	
2021	286	26	3	8.67	8,555	2,580	519	2.76	
2022	198	28	1	6.00	10,783	2,675	439	3.46	
2023	-	-	-	-	11,059	2,755	356	3.55	

(1) Pledged revenues are half-cent sales tax, public service taxes, and communication services taxes; however, debt service paid from local option sales tax, CRA fund, Mobility Fund, and gas taxes.

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Source: City of Kissimmee Finance Department.

Continued on next page

Tax Revenue Bonds (1)				
Debt Service Requirements				
Fiscal Year	Revenues (1)	Principal	Interest	Coverage
2014	\$ -	\$ -	\$ -	-
2015	-	-	-	-
2016	11,487	450	1,199	6.97
2017	11,897	1,150	1,813	4.02
2018	12,297	1,185	1,779	4.15
2019	12,458	1,220	1,739	4.21
2020	11,708	1,270	1,691	3.95
2021	12,692	1,325	1,640	4.28
2022	14,076	1,535	2,012	3.97
2023	15,136	1,840	2,625	3.39

Schedule 12
City of Kissimmee, Florida

DEMOGRAPHIC AND ECONOMIC STATISTICS
Last Ten Fiscal Years

Fiscal Year	Population (1)	Per Capita Personal Income (2)	Personal Income (2)	School Enrollment (3)	Unemployment Rate (4)
2014	64,365	\$ 29,122	\$ 1,874,438	58,851	5.3%
2015	66,592	29,413	1,958,685	64,689	5.5%
2016	68,401	29,707	2,032,013	62,648	4.8%
2017	69,962	29,915	2,092,934	65,179	3.6%
2018	72,163	30,125	2,141,987	67,796	3.2%
2019	74,800	30,336	2,232,608	69,114	3.2%
2020	75,644	30,548	2,221,354	69,713	6.9%
2021	79,226	30,762	2,437,132	75,343	4.5%
2022	79,436	30,977	2,460,697	75,571	2.9%
2023	79,995	30,977	2,478,013	81,375	3.3%

Sources:

- (1) U.S. Census of Population and Housing. University of Florida, Bureau of Economic and Business Research, "Florida Statistical Abstract".
- (2) U.S. Department of Commerce, Bureau of Economic Analysis, Regional Economic Information System. The actual per capita personal income is for Osceola County. The per capita figures are multiplied by the population to determine the total personal income.
- (3) Osceola County School Board. (Enrollment is determined in February of each year at the conclusion of the full-time equivalent survey period)
http://www.osceolaschools.net/departments/businessfiscalservices/budget/f_t_e_enrollment/
- (4) Florida Agency for Workforce Innovation, Labor Market Statistics, Local Area Unemployment Statistics Program, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.
Orlando-Kissimmee (Lake, Orange, Osceola & Seminole)
<http://www.labormarketinfo.com/library/laus/MSAs/LFSoc2.xls>

Schedule 13
City of Kissimmee, Florida

PRINCIPAL EMPLOYERS ¹
Current Year and Nine Years Ago

		Fiscal Year 2022 / 2023 (1)			Fiscal Year 2013 / 2014		
Employer	Business	Employees	Percent of Total City Employment	Rank	Employees	Percent of Total City Employment	Rank
Osceola County School District	Education	7,300	8.83%	1	6,593	10.36%	1
Adventist Health System	Healthcare	3,565	4.31%	2	-		
Disney Destinations	Entertainment	3,419	4.13%	3	-		
Publix Supermarkets	Retail	1,795	2.17%	4	1,350	2.12%	7
Osceola County Government	Government	1,700	2.06%	5	1,334	2.10%	8
HCA Healthcare	Healthcare	1,593	1.93%	6	-		
Buena Vista Construction	Construction	1,296	1.57%	7	-		
McLane/Suneast	Distribution	1,270	1.54%	8	900	1.41%	9
Lowe's Distribution Center	Distribution	1,035	1.25%	9	-		
Jr. Davis Construction Company	Construction	928	1.12%	10	-		
Walt Disney Company	Entertainment				3,700	5.81%	2
Walmart Stores	Retail				2,730	4.29%	3
Florida Hospital Celebration	Healthcare				1,600	2.51%	4
Gaylord Palms	Hospitality	-			1,553	2.44%	5
Osceola Regional Medical	Healthcare	-			1,400	2.51%	6
Omni Champions Gate	Hospitality	-			750	1.18%	10
Total		23,901			21,910		

Sources: (1) Osceola County Office of Economic Development

Schedule 14
City of Kissimmee, Florida

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION / PROGRAM
Last Ten Fiscal Years

Full-time Equivalent Employees as of September 30										
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<u>General government</u>										
Central Services	35	35	32	35	35	40	42	40	41	42
City Attorney	4	5	5	5	5	5	5	5	5	5
City Commission	5	5	5	5	5	5	5	5	5	5
City Manager	14	14	13	13	13	13	14	14	16	15
Finance	12	13	12	13	13	13	13	14	14	14
Personnel	8	8	12	10	10	9	10	10	10	10
<u>Public safety</u>										
Fire	105	105	106	112	112	113	111	112	113	120
Police	201	204	208	208	210	227	230	233	236	250
Law Enforcement Grant	3	3	3	3	3	3	3	3	3	3
School Crossing Guard	11	11	11	-	-	-	-	-	-	-
<u>Physical environment</u>										
Public Works	40	40	40	39	40	41	45	40	36	40
Sanitation	26	26	26	27	27	27	28	29	29	29
Stormwater	34	33	34	34	36	36	37	37	35	36
<u>Transportation</u>										
Airport	8	8	8	8	8	8	8	8	8	9
Local Option Gas Tax	10	10	12	12	12	12	12	13	12	14
<u>Economic Environment</u>										
Development Services	23	24	31	33	33	33	40	40	38	41
Economic Development	-	-	-	-	-	-	-	-	-	5
Community Development										
Blk Grant	2	2	2	2	2	2	2	2	4	5
<u>Culture / Recreation</u>										
Parks & Recreation	80	82	85	69	67	68	68	70	70	72
Civic Center	-	-	-	-	-	-	-	-	-	-
Total	621	628	645	628	631	655	673	675	675	715

Source: City of Kissimmee Office of Management and Budget.
Budgeted full-time equivalents.

Public Safety: Police - 20 auxillary officers (unpaid positions) have been excluded.

Schedule 15
City of Kissimmee, Florida

OPERATING INDICATORS BY FUNCTION/PROGRAM
Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<u>Building Inspections</u>										
Building permits issued	4,099	4,206	4,371	5,894	7,855	5,374	5,564	7,174	11,576	17,971
<u>Law Enforcement</u>										
Physical arrests	2,498	1,964	1,848	2,022	2,160	2,262	1,870	2,241	2,255	2,414
Traffic and parking violations	11,613	11,390	9,603	11,225	7,449	7,083	4,536	9,907	12,265	6,377
<u>Fire</u>										
Emergency responses	11,875	12,191	12,879	13,394	13,322	13,817	12,131	14,542	15,041	14,549
Fire incidents	244	226	274	334	273	231	269	276	294	200
Emergency medical services incidents	9,863	10,194	10,547	10,988	10,562	11,113	9,699	11,654	12,041	11,961
Fire safety inspections	995	888	968	1,326	1,345	1,193	680	1,054	1,619	1,485
Fire plan reviews	871	1,065	1,041	1,002	889	853	719	897	1,087	903
<u>Other Public Works</u>										
Street resurfacing (tons of asphalt)	3,582	5,134	-	1,524	3,067	1,524	2,589	-	-	6,302
Other street repairs (tons of asphalt) 1	193	109	175	107	96	119	558	296	-	148

Note: Indicators are not currently available for the general government and culture/recreation functions.

Source: Various City Departments.

(1) In FY 2012 and 2013, microsurfacing utilized sq. yd measurement replacing tons of asphalt measurement.

In FY 2016 and FY 2022, there was no street resurfacing done by the City. All resurfacing was done by the Florida Department of Transportation.

Schedule 16
City of Kissimmee, Florida

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<u>Transportation</u>										
Miles of streets (lane miles)	342	486	352	352	356	358	407	459	459	376
<u>Refuse collection trucks</u>	16	16	16	17	18	18	18	18	18	20
<u>Other public works</u>										
Traffic signals	52	52	52	52	52	50	51	42	42	42
Highways (miles)	17	15	8	8	8	8	8	10	10	10
<u>Public Safety</u>										
Fire stations	4	4	4	4	4	4	4	4	4	4
Police stations	1	1	1	1	1	1	1	1	1	1
Patrol units:										
Marked vehicles	131	118	120	127	140	147	147	124	136	136
Motorcycles	6	3	3	3	3	7	7	7	7	7
<u>Parks and Recreation</u>										
Park acreage	832	832	832	885	885	885	885	885	885	885
Number of regional parks	2	2	2	2	2	2	2	2	2	2
Number of large urban parks	1	1	1	1	1	1	1	1	1	1
Number of community parks	7	7	7	7	7	7	7	7	7	7
Number of neighborhood parks	8	8	8	8	8	8	8	8	8	8
Number of special use parks	5	5	5	5	5	5	6	6	6	6

Source: Various City Departments.

COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated April 11, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



April 11, 2024
Ocala, Florida

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Kissimmee, Florida's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

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City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material non-compliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material non-compliance when it exists. The risk of not detecting material non-compliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Non-compliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material non-compliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, non-compliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material non-compliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



April 11, 2024
Ocala, Florida

CITY OF KISSIMMEE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended September 30, 2023

Agency/Program	Assistance Listing #	Grant #	Federal Expenditures	Through to Subrecipients
Clustered				
Child Nutrition Cluster				
<u>U.S. Department of Agriculture</u>				
Passed through the Florida Dept of Agriculture and Consumer Services				
School Breakfast Program	10.553		\$ 123,382	\$ 123,382
National School Lunch Program	10.555		436,020	436,020
Supply Chain Assistance Funding	10.555		9,871	9,871
			445,891	445,891
Total U.S. Department of Agriculture - Child Nutrition Cluster			569,273	569,273
Not Clustered				
<u>U.S. Department of Housing and Urban Development</u>				
CDBG - Entitlement Grants Cluster				
Community Development Block Grant 2019	14.218	B-19-MC-12-0051	85,478	-
Community Development Block Grant 2020	14.218	B-20-MC-12-0051	274,523	-
Community Development Block Grant 2021	14.218	B-21-MC-12-0051	202,918	6,475
Community Development Block Grant 2022	14.218	B-22-MC-12-0051	608,513	102,995
Subtotal			1,171,432	109,470
Passed through the Florida Department of Economic Opportunity				
Community Development Block Grant - MIT	14.228	IR033	1,257	-
Home Investment Partnerships Program				
Home Investment Partnerships Program 2018	14.239	None	270,763	
Home Investment Partnerships Program 2019	14.239	None	13,006	
Home Investment Partnerships Program 2020	14.239	None	257,038	
Home Investment Partnerships Program 2022	14.239	None	324,166	
Subtotal			864,973	-
Total U.S. Department of Housing and Urban Development			2,037,662	109,470
<u>U.S. Department of Justice</u>				
Passed through the Florida Office of the Attorney General				
Victims of Crime Act	16.575	VOCA2021-City of Kissimmee - 00575	61,404	
Bulletproof Vest Partnership	16.607	Unk	16,569	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2021-JAGC-ERT-8C215	26,219	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2021-JAG-15PBJA-21-FF-01313-JAGX	27,369	
Subtotal			53,588	-
Equitable Sharing Program	16.922	Unk	15,000	
Total U.S. Department of Justice			146,561	-
<u>U.S. Department of Transportation</u>				
Airport Improvement Program	20.106	3-12-0038-040-2021	135,138	
Airport Improvement Program	20.106	3-12-0038-043-2023	11,634	
Airport Improvement Program	20.106	3-12-0038-044-2023	5,310	
Airport Improvement Program	20.106	3-12-0038-042-2022	4,653,303	
Airport Improvement Program	20.106	3-12-0038-037-2020	829,363	
Subtotal			5,634,748	-
Highway Planning and Construction Cluster				
Passed through the Florida Department of Transportation				
Highway Planning and Construction	20.205	437472-2-38-01/G2473	682,357	
Highway Planning and Construction	20.205	434916-1-48-01/G0140	199,016	
Subtotal			881,373	-
Total U.S. Department of Transportation			6,516,121	-
<u>U.S. Department of the Treasury</u>				
Passed through the Florida Department of State				
Covid-19 Coronavirus State and Local Fiscal Recovery Fund	21.027	23.s.aa.900.040	7,750	-
Covid-19 Coronavirus State and Local Fiscal Recovery Fund	21.027	SLT 3338	7,633,078	462,227
Total U.S. Department of the Treasury			7,640,828	462,227

Continued

CITY OF KISSIMMEE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended September 30, 2023

Agency/Program	Assistance Listing #	Grant #	Federal Expenditures	Through to Subrecipients
<u>U.S. Department of Energy</u>				
<i>Passed thru the Florida Department of Agriculture and Consumer Services</i>				
State Energy Program	81.041	URF012	\$ 32,450	\$ -
Total U.S. Department of Energy			32,450	-
<u>U.S. Department of Homeland Security / FEMA</u>				
<i>Passed thru the Florida Department of Emergency Management</i>				
Public Assistance - Hurricane Irma	97.036	PA-00-06-59-01-232	82,658 *	
<i>Passed thru the Florida Department of Emergency Management</i>				
<i>Passed thru the Orange County Sheriff's Office</i>				
Homeland Security Grant Program	97.067	R0500	47,840 **	
Total U.S. Department of Homeland Security			130,498	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 17,073,393	\$ 1,140,970

NOTE 1 Basis of Presentation

The Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Kissimmee, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

NOTE 2 Indirect Cost Rate

The City of Kissimmee has elected not to use the de minimis indirect cost rate allowed under the OMB Uniform Guidance.

NOTE 3 Differences between Timing of Expenditures and Reporting on SEFA

* Expenditures for Hurricane Ian occurred in FY2022; however, project amounts were obligated and paid in FY23.

** Amount presented is value of equipment received from the sub-grantee, Orange County Sheriff's Office, during 2023.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS –
FEDERAL AWARD PROGRAMS
CITY OF KISSIMMEE
YEAR ENDED SEPTEMBER 30, 2023**

SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of Auditor’s Report Issued:	Unmodified
Internal Control Over Financial Reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Non-compliance material to financial statements noted?	No

Federal Awards

Internal Control Over Major Programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Type of Auditor’s Report Issued on Compliance for Major Programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with CFR 200.516(A)	No
Identification of Major Programs:	

Federal Program

U.S. Department of Housing and Urban Development:	
Home Investment Partnerships Program	Assistance Listing No. 14.239
U.S. Department of Treasury	
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	Assistance Listing No. 21.027
US Department of Transportation	
Highway Planning and Construction	Assistance Listing No. 20.205
Dollar Threshold Used to Distinguish Between Type A and Type B Programs – Federal Programs	\$750,000
Auditee qualified as low-risk auditee pursuant to the Uniform Guidance?	Yes

Other Issues

The following statement, as applicable to the situation, may be required in the Schedule of Findings and Questioned Costs:

- No summary schedule of prior audit findings is required because there were no prior audit findings related to Federal Programs.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS –
FEDERAL AWARD PROGRAMS
CITY OF KISSIMMEE
YEAR ENDED SEPTEMBER 30, 2023**

1. **Findings Related to the Financial Statements Required to be Reported Under Generally Accepted Government Auditing Standards (GAGAS)**

See Management Letter Comment.

2. **Findings and Questioned Costs for Major Federal Programs**

Noted no current year recommendations.

MANAGEMENT LETTER

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Kissimmee, Florida (the City) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated April 11, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 11, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. See Schedule of Findings and Questioned Costs. All prior year findings have been resolved.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City was established in 1907 and incorporated in 1937, under the legal authority of the Laws of Florida 18623. The Kissimmee Community Redevelopment Agency is considered a blended component unit and was established pursuant to Chapter 163 of the Florida Statutes. The three pension plans are not considered component units since they are not legally separate entities.

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The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

MANAGEMENT LETTER

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. Please see management letter comment and recommendation.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of This Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal, state, and other granting agencies and pass-through entities, the Mayor and City Commission Members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.



April 11, 2024
Ocala, Florida

MANAGEMENT LETTER COMMENT

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Current Year Comments and Recommendations

2023-1 Enterprise Resource Planning (ERP) System

During the fiscal year ended 2023, the City of Kissimmee, Florida (the City) experienced several issues related to various accounting functions within the ERP system. The issues were related to reporting, compilation of detailed accounting data, and summary information. The key accounting areas experiencing these issues were:

- Capital Assets Subsidiary Reconciliations
- Building Permit Receivables
- Building Permitting Fees
- Pooled Cash Reconciliation Differences

We recommend that the City continue their efforts to work with the ERP provider to determine the cause and correction of the issues outlined above.



April 11, 2024
Ocala, Florida

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**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES – INVESTMENT OF PUBLIC FUNDS**

The Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have examined the City of Kissimmee, Florida's (the City) compliance with Section 218.415, Florida Statutes, as of and for the year ended September 30, 2023, as required by Section 10.556 (10)(a), *Rules of the Auditor General*. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the City's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies and pass-through entities, the Mayor and City Commission Members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.



April 11, 2024
Ocala, Florida

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FINANCE DEPARTMENT

101 CHURCH STREET - KISSIMMEE, FLORIDA 34741 - 407.518.2210

April 11, 2024

City of Kissimmee
City Commission
101 Church Street
Kissimmee, Florida 34741

Re: Response to Auditor's Management Letter Comment

Honorable Mayor and Commissioners,

The following is the response to the independent auditor's management letter comment:

2023-1 Enterprise Resource Planning (ERP) system

Management's Response

The key accounting areas presented in the management letter comment are a direct result of the City's Enterprise Resource Planning (ERP) system. The City implemented a new (ERP) system in March 2020 and building permitting software in November 2021. Like most ERP implementations, the process did not go smoothly and despite being on the most recent software version, the City still experiences difficulty with functionality performance of the system including patch updates. Support is tremendously delayed, lacking or takes multiple escalations. For example, we recently received a software fix for a problem that was reported two years ago.

Finance will continue our efforts to work with our ERP provider to determine the cause and correction of the issues outlined in the comment. Many of the fixes are currently in progress or staff is waiting on a fix from the ERP system.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tavia Ritchie".

Tavia Ritchie, CPA, CGFO
Finance Director

Cc: Purvis Gray & Company
Auditor General, State of Florida



IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Tavia Ritchie, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of City of Kissimmee which is a local governmental entity of the State of Florida.
2. The governing body of City of Kissimmee adopted (Ordinance No. 1067 implementing an impact fee or authorized City of Kissimmee to receive and expend proceeds of an impact fee implemented by City of Kissimmee.
3. City of Kissimmee has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Tavia Ritchie
Tavia Ritchie

STATE OF FLORIDA

COUNTY OF OSCEOLA

SWORN TO AND SUBSCRIBED before me this 2 day of January, 2024.

Deborah Lyn Luke
NOTARY PUBLIC

Print Name Deborah Lyn Luke

Personally known ✓ or produced identification _____

Type of identification produced:

My Commission Expires:



COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kissimmee, Florida (the City) for the year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 10, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. Except as noted below, no new accounting policies were adopted, and the application of existing policies were not changed during the year ended September 30, 2023. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The following accounting pronouncement was implemented during the year ended September 30, 2023:

- **Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITA)***—a contract that conveys control of the right to use another party’s information technology (IT) software, alone or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction, is recognized as a right-to-use subscription asset (an intangible asset) and a corresponding subscription liability. The City evaluated their SBITA agreements and determined which ones met the definition of an SBITA and recorded them in accordance with the new standard.

The following accounting pronouncements will become effective in upcoming years:

- **GASB Statement No. 100, *Accounting Changes and Error Corrections***—which will be effective for the year ending June 30, 2024. This statement enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understanding, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The impact on the financial statements from this upcoming pronouncement is not able to be determined by the date the report was issued.

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City of Kissimmee
Kissimmee, Florida

- **GASB Statement No. 101, *Compensated Absences***—will become effective for the year ending June 30, 2025. This statement updates the treatment for compensated absences and requires that liabilities for compensated absences be recognized for: (1) leave that has not been used, and (2) leave that has been used but not yet paid in cash or settled through non-cash means. The City is reviewing the impact of this new standard on its financial reporting.
- **GASB Statement No. 102, *Certain Risk Disclosures***—will become effective for the year ending June 30, 2025. This statement requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact to have occurred, have begun to occur, or are more-likely-than-not to begin to occur within 12 months of the date the financial statements are issued.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- **Estimation of the Allowance for Doubtful Accounts**—Management's estimate for the allowance for doubtful accounts is based on historical collection rates and an analysis of the collectability of individual receivables.
- **Depreciation**—The City uses straight-line depreciation and industry useful lives. The useful lives are reviewed annually by management for reasonableness.
- **Self-Insurance Liabilities**—The City's self-insurance liability is determined based on an estimation of claims incurred as of September 30 and offset by any estimated recovery from the excess insurance.
- **Pension and Other Postemployment Benefits (OPEB)**—Management's estimates of the net pension liability, unfunded actuarial accrued liability, and net OPEB obligation are based upon actuarial methods and assumptions, which are selected based on risk and market factors affecting governmental entities of similar sizes and employee census information. Management also uses the assistance of an actuary hired by the plans to project estimated contributions.
- **Compensated Absences**—Management utilizes assumptions to best estimate the value of the balance for employee vacation and sick time available at year-end.
- **Pension Actuarial Methods and Assumptions**—Management's estimates are based upon risk and market factors affecting governmental entities of similar sizes and employee census information. Management also uses the assistance of an actuary hired by the City to project estimated contributions.
- **Leases**—Management's estimate related to the initial measurement of lease assets and liabilities, interest expense/income, lease term, present value of lease payment, and fair value of underlying assets, when applicable, is based on terms in the agreements and the discount rate, based on GASB Statement No. 87, *Leases*.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

- SBITA—Management’s estimate related to the initial measurement of the assets and liabilities, interest expense/income, lease term, present value of lease payment, and fair value of underlying assets, when applicable, is based on terms in the agreements and the discount rate, based on the implementation of GASB Statement No. 96, *SBITA*.
- Fair Value of Investments—Investments are measured at fair value based on third-party valuations.

We evaluated the methods, assumptions, and data used to develop the estimates described above in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit’s financial statements taken as a whole, except for the attached items that were detected as a result of audit procedures and were corrected by management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 11, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Honorable Mayor and Members of the City Commission
City of Kissimmee
Kissimmee, Florida

Other Matters

We applied certain limited procedures to the required supplementary information (RSI), as listed in the table of contents, that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information, which consists of the combining and individual non-major fund and internal service funds statements and other schedules, budgetary comparison schedules, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of members of the City Commission and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.



April 11, 2024
Ocala, Florida

City of Kissimmee
Year End: September 30, 2023

Name	Account No	Debit	Credit
LYNX	560-00-0000-133-000-0000-133002 560		\$ (101,031.72)
BAD DEBT	560-99-9999-590-300-0000-504999 560	\$ 101,031.72	
Audit Entry - To correct PY Lynx Receivable			
ACCOUNTS PAYABLE	568-00-0000-202-000-0000-202000 568	589,473.00	
HEALTH CLAIMS	568-15-1580-513-300-0000-504549 568		(589,473.00)
Audit Entry - To correct IBNR entry that did not reverse on 10/1/2022			

ITEM 8.E

Toho Water Authority Board Reappointment

Request

Approval to reappoint John McAleenan to the Toho Board of Supervisors for a second term as Supervisor #4.

Explanation

John McAleenan is one of the two city appointees and is currently serving in the position of Board Supervisor #4 in the Toho Water Authority Board of Supervisors. Mr. McAleenan is interested in continuing to serve on the board for a second term.

Recommendation

To reappoint John McAleenan for a second term (October 1, 2024 to September 30, 2027) as Supervisor #4 of the Toho Water Board of Supervisors.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Toho Board McAleenan Board Term Extension



bringing you life's
most precious resource

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Tel: 407-944-5000

www.tohowater.com

April 16, 2024

Mr. Mike Steigerwald
City Manager
City of Kissimmee
101 Church Street, Suite 500
Kissimmee, FL 34741

RE: Toho Water Authority Board Supervisor Term Extension – Mr. John McAleenan

Dear Mike,

This letter is to advise you that the term for Supervisor #4 expires on September 30, 2024. Mr. John McAleenan is presently serving in the position.

On behalf of the Board of Supervisors, I request that the City either re-appoint Mr. McAleenan, or appoint a new supervisor by October 1, 2024 for a 3-year term, beginning October 1, 2024 and extending through September 30, 2027.

I have spoken with Mr. McAleenan and confirmed his interest in being reappointed.

If you need additional information, please feel free to contact me.

Sincerely,

Todd P. Swingle P.E.
CEO/Executive Director
Toho Water Authority