



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 18, 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 Acceptance or Denial of Qualified Electors for Seat #1, Seat #3 and Seat #5

3.B General Election Resolution in Support of Election Proclamation and Designation for Names to Appear on the Ballot

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Proposed Ordinance #24-07 - Amending the Code of Ordinances, Chapter 28, Parks and Recreation, giving the City Manager the authority to implement or modify Parks and Recreation user rates, charges and fees.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 1, GENERALLY, SECTION 28-20, POLICY OF USER FEES AND CHARGES, TO ALLOW THE CITY MANAGER TO MODIFY PARK AND RECREATION USER RATES, CHARGES AND FEES; AND PROVIDING AN EFFECTIVE DATE

4.B Public Hearing - First Reading - Proposed Ordinance #24-08 - Amending the Code of Ordinances, Chapter 28, Parks and Recreation, Allowing the Use of Certain E-bikes on Bicycle or Pedestrian Ways within City Parks

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 2, REGULATIONS, SECTION 28-50, PROHIBITED ACTS, TO ALLOW THE USE OF CERTAIN E-BIKES ON BICYCLE OR PEDESTRIAN WAYS WITHIN CITY PARKS; AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the June 4, 2024, Workshop, KUA Interviews, and Commission Meeting

- 7.B Interlocal Agreement for FIRE/EMS Service for a portion of Unincorporated Osceola County.
- 7.C First Amendment to the Airport Lease for Florida Coach Inc.
- 7.D 2024 Rescue Unit Replacement and Re-Chassis
- 7.E Furniture purchase for new Development Services Center (City Hall Addition)
- 7.F Affordable Housing Advisory Committee (AHAC) Appointment
- 7.G Disposal of City Assets
- 7.H Amendment No. 1 to Public Transportation Grant Agreement (PTGA) from the Florida for Airfield Lighting Upgrades
- 7.I Resolution authorizing a Local Funding Agreement with the Florida Department of Transportation for Traffic Signal Mast Arm Upgrades
- 7.J Authorization to accept funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program
- 7.K Bid Award for RFP 2024-007 - Design Services for the Haven on Vine

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A (Vine Street CRA) Exploration and due-diligence associated with the potential purchase of the Vine Street Kmart Site located at 2211 West Vine Street

COMMUNITY REDEVELOPMENT AGENCY ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.B Advisory Board Vacancy: Planning Advisory Board

9. HEAR CITY OFFICIALS

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

10. ADJOURNMENT

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

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

ITEM 3.A

Acceptance or Denial of Qualified Electors for Seat #1, Seat #3 and Seat #5

Request

Commission discussion and approval or denial of the certification of candidates for the August 20, 2024, General Election for Commission Seat #1, Seat #3, and Seat #5 (Mayor).

Explanation

The Office of the Supervisor of Elections has provided scanned copies of the "Oath of Candidate" (Florida Statutes Section 99.021) that officially certifies the candidates qualified based upon State of Florida Election Law.

The candidates listed below have submitted paperwork to qualify for the General Election as defined in the City Charter, Article II, Chapter 2, Section 7, and Section 8. Residency Affidavits have been submitted, and the candidates are listed below in the order they qualified with the Supervisor of Elections per our Lottery Procedures.

City Commissioner Seat #1

Name	Date	Time
Lisandra Roman	06/05/2024	4:09 pm
Noel Ortiz	06/12/2024	9:30 am
Jaime Reyes	06/12/2024	12:33 pm

City Commissioner Seat #3

Wade A. Choate	06/05/2024	3:40 pm
Carlos Alvarez III	06/07/2024	4:16 pm
Rubin Anderson	06/10/2024	2:12 pm
Nichole Wagoner de Arguello	06/14/2024	11:07 am

City Commissioner Seat #5

Olga A. Carino	06/07/2024	4:11 pm
Olga L. Castano	06/10/2024	2:52 pm
John Cortes	06/11/2024	9:48 am
Jackie Espinosa	06/12/2024	9:25 am

Candidates Moses Quiles (Seat #5), Felix Ortiz (Seat #5), and Brunilda Vanessa Alvarez (Seat #1) withdrew from the election prior to qualifying. The remaining candidates are being submitted to the Commission for review and acceptance or denial as qualified candidates for the City Commission Seat #1, Seat #3 and Seat #5.

Staff has reviewed all of the candidates qualification documentation for Seats #1, #3 and #5 and has found the information to be in accordance with the City policies, except for candidate Olga A. Carino, for Seat #5. In a review of the documentation available to the City, staff is uncertain whether candidate Olga A. Carino was residing in the City beginning on June 10, 2023, as is required to qualify as an elector by Chapter 2, Section 8 of the City Charter. The Charter states that the City Commission shall be the sole Judge of the qualifications of its own Members. Staff presents the following facts for the Commission's consideration.

Residency is actual presence coupled with the intention of making the abode your residence. A person may have several residences but only one legal residence or domicile as their fixed abode with the intention of making it their permanent home.

A change of residence is not merely a matter of changing your driver's license, voter registration, or billing address; it requires physical relocation. This process becomes effective when there is a genuine intention to establish a new residence, evidenced by actual physical relocation and positive overt acts. These acts serve as tangible proof of the individual's intent to make the new residence their permanent home.

In 2021 Ms. Olga Arlene Carino Lima (Barretto) purchased a home at 1091 Hidden Harbour Lane, outside the City of Kissimmee limits. She has maintained a homestead exemption on the home from that time until recently, with the exemption still on record as late as October 2023, after the date upon which she would've been required to be a City resident for purposes of qualifying.

Ms. Carino has provided the City with a lease for a property located within the city limits at 705 Catherine Street, with a lease term beginning January 1, 2023, to January 1, 2024. Juan Acosta and Maria Romero have owned the property since 2007 and have continuously had a homestead exemption on the property, including during the period when it was leased to Ms. Carino. Additional documents were provided demonstrating this address: a vehicle registration dated March 1, 2023; a cell phone bill dated May 21, 2023; an auto insurance bill dated May 11, 2023; and an expressway authority pay-by-plate invoice dated April 27, 2023, with the 705 Catherine Street address.

On October 17, 2023, Ms. Carino applied for a City permit for occupancy at her business. On the permit application, she indicated that her address was 1091 Hidden Harbor Lane, Kissimmee, Florida 34746. This was her homesteaded property at the time, outside the city limits, and she would've had to live within the city to qualify as an elector.

Ms. Carino also provided a lease for 307 E. Monument Ave. Apt. A, owned by Feliz Ortiz and Itza Nadal, with a term beginning on January 3, 2024, and ending on January 2, 2025. Carino provided additional documents demonstrating this address: a driver's license dated January 5, 2024; a voter registration card dated January 17, 2024; a vehicle registration dated June 11, 2024; an auto insurance policy dated May 10, 2024; a cable bill dated February 13, 2024; and a utility bill dated May 28, 2024.

Staff requests that the Commission make a determination on this issue as required by the Charter.

Recommendation

After review of the information presented, Staff requests that the City Commission make a determination on the qualifications of the candidates in accordance with the City Charter.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.B

General Election Resolution in Support of Election Proclamation and Designation for Names to Appear on the Ballot

Request

Adoption of a resolution in support of an Election Proclamation and with the order of the candidate names as they will appear on the ballot for the August 20, 2024, General Election.

Explanation

The Election Resolution establishes August 20, 2024, as the date for the General Election and November 5, 2024, as the date for the "Run-off Election" if required. The resolution also designates candidates' names as they are to appear on the ballot for Commission Seat #1, Seat #3, and Seat #5.

In accordance with the City Charter, Article III, Chapter I, Section 6, the City Clerk held a lottery to draw the names of the candidates who submitted documentation for the Commission to accept them as qualified electors. The Lottery was held on Friday, June 14, 2024, at 3:00 p.m.; the order of the names that will appear on the ballot if accepted by the Commission are as follows:

City Commissioner Seat #1

Lisandra Roman
Jaime Reyes
Noel Ortiz

City Commissioner Seat #3

Carlos Alvarez III
Wade A. Choate
Rubin Anderson
Nichole Wagoner de Arguello

City Commissioner Seat #5

Olga L. Castano
Jackie Espinosa
Olga A. Carino
John Cortes

Should the Commission not accept any of the candidates as qualified, those names will be removed from the Ballot Resolution prior to the Resolution being submitted to the Supervisor of Election for the Official Ballot.

Recommendation

Commission approval of the Resolution for the Election Proclamation based on the acceptance of candidates.

REQUESTED CITY COMMISSION ACTION:

Adopt

City of Kissimmee

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. (S) - General Election Resolution in Support of Election Proclamation and Designation of Names on the Ballot (August 20,2024 Election)
2. City Clerk Certification and Lottery Procedures
3. Lottery Result (06-14-2024)

RESOLUTION NO. 10-2024

RESOLUTION IN SUPPORT OF ELECTION PROCLAMATION AND DESIGNATION OF NAMES TO APPEAR ON THE BALLOT

WHEREAS, Article III, Chapter 1, Section 1 of the Charter of the City of Kissimmee provides for the date General Municipal Elections are held; and

WHEREAS, the Mayor-Commissioner shall issue this proclamation signed by him and attested by the City Clerk, ordering said general election; and

WHEREAS, the City Manager shall issue notice of said general election at least ten (10) days prior to the election date.

NOW, THEREFORE, BE IT RESOLVED that the following Election Proclamation be issued:

PROCLAMATION

IT IS HEREBY announced and proclaimed that the **General Election** in the City of Kissimmee, Florida will be held during the legal hours of voting on the **20th day of August 2024**. All voting precinct locations within the City of Kissimmee City Limits as established by the Office of the Supervisor of Elections will be utilized for the purpose of electing Commissioners for Commission Seat # 1, Commission Seat # 3, and Mayor-Commissioner Seat # 5. In the event that a particular race is not decided by a candidate receiving a majority of the votes cast for that office, **a run-off election for that race will be held on Tuesday, November 5, 2024**.

The Commission shall make the necessary appointments to conduct said election and make due returns thereof as provided by law.

BE IT FURTHER RESOLVED, that the City Manager gives notice of this Resolution and Election Proclamation as provided by law and to publish the same in a newspaper of general circulation in the City of Kissimmee, Florida, at least ten (10) days prior to the date of said election.

BE IT FURTHER RESOLVED, that the form of official ballot to be used in said election shall be substantially as follows:

**OFFICIAL BALLOT
GENERAL ELECTION – CITY OF KISSIMMEE
AUGUST 20, 2024**

**CITY COMMISSIONER, SEAT # 1 FOR FOUR YEAR TERM:
(VOTE FOR ONE)**

Lisandra Roman	(O)
Jaime Reyes	(O)
Noel Ortiz	(O)

**CITY COMMISSIONER, SEAT # 3 FOR FOUR YEAR TERM:
(VOTE FOR ONE)**

Carlos Alvarez III	(O)
Wade A. Choate	(O)
Rubin Anderson	(O)
Nichole Wagoner de Arguello	(O)

**MAYOR-COMMISSIONER, SEAT # 5 FOR FOUR YEAR TERM:
(VOTE FOR ONE)**

Olga L. Castano	(O)
Jackie Espinosa	(O)
Olga A. Carino	(O)
John Cortes	(O)

BE IF FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to have the necessary official ballots printed and do all other things as may be necessary for conducting said election according to law.

PASSED AND DULY ADOPTED at a regular meeting of the City of Kissimmee Commission on the 18th day of June 2024.

CITY OF KISSIMMEE

BY: _____
Olga Gonzalez
Mayor-Commissioner

ATTEST:

CITY CLERK



OFFICE OF THE CITY CLERK

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 – 407.518.2308

CITY CLERK CERTIFICATION

On Friday, June 14, 2024, at 3:00 p.m., a Lottery was held, open to the public, to determine the order of the candidates' names to appear on the ballot for the City Commission (Seat # 1, Seat # 3, and Seat # 5). The Lottery was conducted as provided in the attached "Lottery Procedures". The Lottery selection list is attached which lists the names of the candidates and the order they will appear on the ballot.

Done this 14th day of June, 2024.

A handwritten signature in blue ink, reading "Tameara Crespo".

Tameara Crespo, Deputy City Clerk





OFFICE OF THE CITY CLERK

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 – 407.518.2308

LOTTERY PROCEDURES

1. The lottery shall be open to the public and each candidate shall be entitled to attend the lottery.
2. The City Clerk upon receipt of the list of qualified persons from the Supervisor of Elections shall assign a number commencing with number one and consecutively thereafter for each candidate that qualifies in the order they were submitted to the Supervisor of Elections. A record shall be kept of all numbers assigned.
3. The City Clerk shall have made or purchased plastic balls with Arabic numbers preprinted on the balls.
4. The City Clerk shall place the necessary number of plastic balls in a wire cage that empties one ball at a time.
5. The container shall be shaken by the City Clerk in such a manner that any prearranged order is not possible.
6. The City Clerk will then turn the cage in a manner that prevents him/her from seeing the ping pong balls in the container.
7. The order in which the numbered balls are released from the cage will be the order in which the candidate names will appear on the ballot.
8. The process will be repeated for each seat.
9. Upon conclusion of the lottery, the City Clerk shall prepare a list of the candidate names and the order as they will appear on the ballot.



LOTTERY SELECTION LIST **SEAT 1, 3, 5**

Date: June 14, 2024

Time: 3:00 p.m.

SEAT # 1

ASSIGNED NUMBER / NAME			SELECTED BALLOT ORDER
B 1	Lisandra Roman	6/5/2024 4:09 p	1. <u>Lisandra Roman</u>
B 2	Noel Ortiz	6/12/2024 9:30 a	2. <u>Jaime Reyes</u>
B 3	Jaime Reyes	6/12/2024 12:33 p	3. <u>Noel Ortiz</u>
B 4			4.
B 5			5.
B 6			6.
B 7			7.

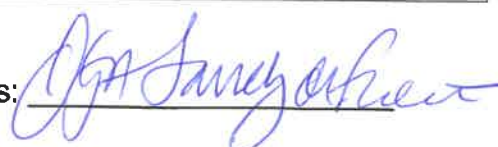
SEAT # 3

ASSIGNED NUMBER / NAME			SELECTED BALLOT ORDER
B 1	Wade A. Choate	6/5/2024 3:40 p	1. <u>Carlos Alvarez III</u>
B 2	Carlos Alvarez III	6/7/2024 4:16 p	2. <u>Wade A Choate</u>
B 3	Rubin Anderson	6/10/2024 2:12 p	3. <u>Rubin Anderson</u>
B 4	Nichole Wagoner de Arguello	6/14/2024 11:07 a	4. <u>Nichole Wagoner de Arguello</u>
B 5			5.
B 6			6.
B 7			7.

SEAT # 5

ASSIGNED NUMBER / NAME			SELECTED BALLOT ORDER
B 1	Olga A. Carino	6/7/2024 4:11 p	1. <u>Olga L. Castano</u>
B 2	Olga L. Castano	6/10/2024 2:52 p	2. <u>Jackie Espinosa</u>
B 3	John Cortes	6/11/2024 9:48 a	3. <u>Olga A. Carino</u>
B 4	Jackie Espinosa	6/12/2024 9:25 a	4. <u>John Cortes</u>
B 5			5.
B 6			6.
B 7			7.

Witness: 

Witness: 

Date: 06/14/2024

Date: 6-14-2024

ITEM 4.A

Public Hearing - First Reading - Proposed Ordinance #24-07 - Amending the Code of Ordinances, Chapter 28, Parks and Recreation, giving the City Manager the authority to implement or modify Parks and Recreation user rates, charges and fees.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 1, GENERALLY, SECTION 28-20, POLICY OF USER FEES AND CHARGES, TO ALLOW THE CITY MANAGER TO MODIFY PARK AND RECREATION USER RATES, CHARGES AND FEES; AND PROVIDING AN EFFECTIVE DATE

Request

Request approval of the First Reading of the Proposed Ordinance #24-07 giving the City Manager the authority to implement or modify Parks and Recreation user rates, charges and fees.

Explanation

City Code currently requires Commission approval to modify parks and recreation user rates, charges and fees by resolution. The current process is not conducive to making timely adjustments to parks and recreation user rates, charges and fees made necessary by inflation and market conditions. To provide the City the flexibility to keep parks and recreation user rates, charges, and fees consistent with inflation and market conditions, staff recommends that Commission delegate the authority to implement and modify parks and recreation user rates, charges and fees to the City Manager.

Recommendation

Approval of the First Reading of the Proposed Ordinance #24-07 giving the City Manager the authority to implement or modify Parks and Recreation user rates, charges and fees.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter: Steve Lackey

Attachment(s):

1. Proposed Ordinance #24-07 - Amending the park fee ordinance
2. business-impact-estimate for parks fees ordinance
3. Gazette Advertisement Proposed ORD 24-07 - Publication Date 06-13-2024

PROPOSED ORDINANCE NO. 24-07
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 1, GENERALLY, SECTION 28-20, POLICY OF USER FEES AND CHARGES, TO ALLOW THE CITY MANAGER TO MODIFY PARK AND RECREATION USER RATES, CHARGES AND FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Kissimmee, Florida requires the City's Commission to modify parks and recreation user rates, charges and fees by resolution; and

WHEREAS, Commission finds that such process is not conducive to making timely adjustments to parks and recreation user rates, charges and fees made necessary by inflation and market conditions; and

WHEREAS, to provide the City flexibility to keep parks and recreation user rates, charges, and fees consistent with inflation and market conditions, the City's Commission desires to vest this authority with the City Manager.

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

SECTION 1. Chapter 28, Article II, Division 1, Section 28-20 of the Code of Ordinances of the City of Kissimmee, Florida, titled, Policy of user fees and charges, is hereby amended as follows

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

Sec. 28-20. - Policy of user fees and charges.

The City Manager shall have the authority to implement or modify ~~U~~user rates, charges and fees shall be adopted and approved by resolution of the city commission.

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

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

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

SECTION 5. This Ordinance shall take effect immediately upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2024.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 24-07**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 1, GENERALLY, SECTION 28-20, POLICY OF USER FEES AND CHARGES, TO ALLOW THE CITY MANAGER TO MODIFY PARK AND RECREATION USER RATES, CHARGES AND FEES; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance allows the City Manager to implement and modify parks and recreation user rates, charges, and fees.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City does not anticipate that this ordinance will have any direct compliance costs or that the City will have any regulatory costs as a result of this ordinance. A private, for-profit business could incur a new charge or fee under this ordinance if approved by the City Manager and if the private, for-profit business seeks to utilize a City Parks and Recreation service related to such newly imposed charges or fees.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City anticipates that this ordinance will impact businesses only if the business seeks to utilize a City Parks and Recreation service for which the City Manager has implemented or modified a parks and recreation user rate, charge, or fee. The City does not anticipate that this ordinance will have a significant effect on businesses.

4. Additional information the governing body deems useful (if any):



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: WwjSz0egjXrwunBCSrb2 | **Proof Updated: Jun. 06, 2024 at 05:27pm EDT**
Notice Name: PROPOSED ORDINANCE 24-07 - P&R User Fees

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

FILER

FILING FOR

City Clerk's Office City of Kissimmee Osceola News-Gazette
cityclerkemail@kissimmee.gov
(407) 518-2309

Columns Wide: 2

Ad Class: Legals

06/13/2024: Legal and Public Notice	64.42
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Subtotal	\$64.42
Tax %	0
Processing Fee	\$6.44
Total	\$70.86

See Proof on Next Page

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, June 18, 2024, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, July 2, 2024, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #24-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 1, GENERALLY, SECTION 28-20, POLICY OF USER FEES AND CHARGES, TO ALLOW THE CITY MANAGER TO MODIFY PARK AND RECREATION USER RATES, CHARGES AND FEES; AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
June 13, 2024

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance #24-08 - Amending the Code of Ordinances, Chapter 28, Parks and Recreation, Allowing the Use of Certain E-bikes on Bicycle or Pedestrian Ways within City Parks

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 2, REGULATIONS, SECTION 28-50, PROHIBITED ACTS, TO ALLOW THE USE OF CERTAIN E-BIKES ON BICYCLE OR PEDESTRIAN WAYS WITHIN CITY PARKS; AND PROVIDING AN EFFECTIVE DATE

Request

Request approval of the First Reading of the Proposed Ordinance #24-08 allowing the use of certain e-bikes on bicycle or pedestrian ways within City parks.

Explanation

City Code currently prohibits the use of "powered bicycles" on bicycle or pedestrian ways within the City, which includes electronic bicycles (hereinafter "e-bikes"). Staff recommends that Commission adopt this ordinance allowing the use of Class 1 and Class 2 e-bikes within City parks. Staff has found that the use of Class 1 and Class 2 e-bikes poses no additional risk to public safety than the use of bicycles within City parks because Class 1 and 2 e-bikes provide assistance to the e-bike rider until the e-bike reaches 20 miles per hour. However, staff recommends that the use of Class 3 e-bikes within City parks be prohibited because Class 3 e-bikes pose an additional risk to public safety beyond the use of bicycles within City parks because Class 3 e-bikes provide assistance to the e-bike rider until the e-bike reaches 28 miles per hour.

Recommendation

Approval of the First Reading of the Proposed Ordinance #24-08 allowing the use of certain e-bikes on bicycle or pedestrian ways within City parks.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter: Steve Lackey

Attachment(s):

1. Proposed Ordinance #24-08 - Amending Code to Allow Certain E-bikes
2. Business Impact Estimate e-bikes ordinance draft
3. Gazette Advertisement Proposed ORD 24-08 - Publication Date 06-13-2024

PROPOSED ORDINANCE NO. 24-08
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 2, REGULATIONS, SECTION 28-50, PROHIBITED ACTS, TO ALLOW THE USE OF CERTAIN E-BIKES ON BICYCLE OR PEDESTRIAN WAYS WITHIN CITY PARKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Kissimmee, Florida prohibits the use of “powered bicycles” on bicycle or pedestrian ways within City of Kissimmee, hereinafter “City,” parks; and

WHEREAS, the term “powered bicycle” includes electric bicycles, hereinafter “e-bikes;” and

WHEREAS, the City Commission finds that the public wishes to use e-bikes on bicycle or pedestrian ways within City parks; and

WHEREAS, the City issued RFP 2024-004 seeking a concessionaire to offer bicycle rentals at Shingle Creek Trail and Lake Front Park; and

WHEREAS, all vendors who responded to RFP 2024-0004 proposed to provide e-bikes exclusively; and

WHEREAS, the City Commission finds that the use of Class 1 and Class 2 e-bikes within City parks poses no additional risk to public safety than the use of bicycles within City parks because Class 1 and 2 e-bikes provide assistance to the e-bike rider until the e-bike reaches 20 miles per hour; and

WHEREAS, the City Commission finds that the use of Class 3 e-bikes within City parks poses an additional risk to public safety beyond the use of bicycles within City parks because Class 3 e-bikes provide assistance to the e-bike rider until the e-bike reaches 28 miles per hour; and

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

SECTION 1. Chapter 28, Article II, Division 2, Section 28-50(11) of the Code of Ordinances of the City of Kissimmee, Florida, titled, Policy of user fees and charges, is hereby amended as follows

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

Sec. 28-50. – Prohibited acts.

(11) Use powered bicycles, motorcycles, mopeds, scooters or any other vehicle or go-cart on any athletic court, field, bicycle or pedestrian way, boardwalk, or seawall at or in any city park, except Class 1 or Class 2 electric bicycles as defined by section 316.003, Florida Statutes, may be used on any bicycle or pedestrian way at or in any city park.

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

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

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

SECTION 5. This Ordinance shall take effect immediately upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2024.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 24-08**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 2, REGULATIONS, SECTION 28-50, PROHIBITED ACTS, TO ALLOW THE USE OF CERTAIN E-BIKES ON BICYCLE OR PEDESTRIAN WAYS WITHIN CITY PARKS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☒ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance allows the use of Class 1 and 2 electric bicycles as defined by section 316.003(23) to be used on bicycle and pedestrian ways at or in city parks.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City does not anticipate that this ordinance will have any direct economic impact on private, for-profit businesses within the City. To the extent that a business sells, rents or maintains electric bicycles or sells components of electric bicycles this ordinance could have a positive indirect economic impact by creating additional demand for such products or services.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City does not anticipate that businesses are likely to be impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any):



INTERIM AD DRAFT

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

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

Notice ID: SOf5rB7V8QXbsY5EFbrY | **Proof Updated: Jun. 06, 2024 at 05:29pm EDT**

Notice Name: PROPOSED ORDINANCE 24-08 - e-Bicycles

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

FILER

FILING FOR

City Clerk's Office City of Kissimmee Osceola News-Gazette
cityclerkemail@kissimmee.gov
(407) 518-2309

Columns Wide: 2

Ad Class: Legals

06/13/2024: Legal and Public Notice	64.42
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Subtotal	\$64.42
Tax %	0
Processing Fee	\$6.44
Total	\$70.86

See Proof on Next Page

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, June 18, 2024, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, July 2, 2024, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #24-08

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 2, REGULATIONS, SECTION 28-50, PROHIBITED ACTS, TO ALLOW THE USE OF CERTAIN E-BIKES ON BICYCLE OR PEDESTRIAN WAYS WITHIN CITY PARKS; AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
June 13, 2024

ITEM 7.A

Approval of City Commission Minutes from the June 4, 2024, Workshop, KUA Interviews, and Commission Meeting

Request

Request Commission approval of the June 4, 2024 Commission Minutes.

Explanation

Minutes of the Commission meeting, workshop and interviews held on June 4, 2024 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Department: City Commission

Presenter:

Attachment(s):

1. (S) - CCM MIN JUN 04 2024 (Social Services Workshop)
2. (S) - CCM MIN JUN 04 2024 (KUA Interviews)
3. (S) - CCM MIN JUN 04 2024



**MEETING MINUTES
SESSION OF THE COMMISSION
WORKSHOP (SOCIAL SERVICES)
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 4, 2024 AT 3:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez (Virtual Attendance), Vice-Mayor 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

Staff Absent: None

Vice-Mayor Castano called the meeting to order at 3:04 PM.

2. WORKSHOP BUSINESS

2.A Social Services Agency Updates

Social Services Competitive Grant Agency Updates

Deputy City Manager Desiree Matthews introduced herself, and stated that she oversees the social services process for the City. This workshop is called to focus on social services initiatives as part of the City's funding process. A spreadsheet of the funding was provided to the Commissioners and is attached as Exhibit "A". The City requested that each non-profit organization prepare a PowerPoint Presentation to present to the Commission that reviewed the following topics:

- Overview of the agency
- Agency mission
- Total operating budget
- Locations of programs and services
- Services provided
- Impact on the Community
- Current and future threats and challenges

Each organization and their representative(s), one at a time, displayed their presentation to the City Commission and staff. The following were present to speak on behalf of their agencies:

- Osceola Council on Aging

Vice President of Housing, Angelic Rodriguez, Vice President of Community Action Services, Damaris Gutierrez and Vice President of Accounting, Terrance Wilson. The presentation is attached as Exhibit "B".

- Park Place Behavior Health

Director of Business Development, Natalie Mullett. No presentation was provided to the Commission. The Director spoke on the requested subjects regarding her

agency and their services provided as it relates to mental health services in Osceola County. Director Mullett passed out a handout to the Commission and staff, attached as Exhibit "C".

- Aspire Health Partners (HOME Program)

Director Kyra Lynch. The presentation is attached as Exhibit "D".

- Help Now of Osceola

Executive Director Tammy Douglass. The presentation is attached as Exhibit "E".

- Hope Partnership

Chief Operating Officer Will Cooper. The presentation is attached as Exhibit "F".

- Church and Community Assistance Program ("CCAP")

Apostle Brian Valley. The presentation is attached as Exhibit "G".

The Commissioners and agency representatives engaged in discussions during their presentations to review the focused topics. Additional subjects were discussed, such as current population projections, federal funding, budget cuts, age limitations for certain programs, ensuring services continue despite current threats and challenges, and various similar and dissimilar services provided by each organization. It was suggested by the Commission that all of the non-profits come together to discuss their needs to possibly consolidate the services, better benefiting the community.

Due to time constraints, Osceola Health Services and The Opportunity Center were unable to present and will be invited back to present to the Commission to discuss their services and mission. Deputy Manager Matthews emphasized facilitating a joint meeting of the non-profits in the future to support the Commissions desires.

3. GENERAL DISCUSSION

4. ADJOURNMENT

There being no further business to come before the Commission, Vice-Mayor Castano adjourned the meeting at 4:57 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Item 2.A. Social Services Updates
Funding Spreadsheet

cial Services Grant Program FY 2023-24 (Final)

AGENCY	Services Funded with City Funds	Approved Funding FY23-24
Osceola Council on Aging ram: Health Clinic:	Health Clinic: \$15,000 to fund salary of staff physician and \$15,000 for diagnostic testing of uninsured, low income patients Secondary health care to low-income, uninsured, chronically ill residents of Osceola County.	\$26,048.75
ram: Meals on Wheels:	Meals on Wheels: Food purchases for emergency meal and food distribution programs. Congregant meals; home delivered meals; food bank/pantry.	\$43,387.75
ram: Transportation:	Cover the cost of 1 part time driver and fuel expenses for the Council's transportation program.	\$17,621.20
Osceola Mental Health/ Park Place Behavioral Health Care ram: Residence Level IV Adult Substance Abuse Services ices: Transitional living program for adults who are indigent, homeless and a substance use disorder with or without a co-occurring mental illness.	2-3 beds in the residential level IV program for clients with chemical dependency- includes services and related cost	\$48,347.50
Now of Osceola, Inc. ram: Domestic Violence Services es the needs of domestic abuse survivors by operating a safe shelter ty, Outreach Center, direct client services, and community advocacy. ling : Case Management Services at shelter facility and Maintenance nses at shelter facility.	Shelter operations, case management, communications hotline and facility maintenance	\$34,960.20
re Health Partners, Inc. ram: HOME (Helping Others Make the Effort) je Housing for homeless women and children; case manage and referrals ff-site homelessness prevention	Operational cost of providing bridge housing services to the residents of the HOME program. This includes: utilities, staff support, residential housing supplies, building facility maintenance, insurance, and other related operational costs	\$37,137.75
munity Coordinated Care for Children, Inc. (4C) ram: Head Start/ Early Head Start: Provides early learning programs, care assistance and supportive family services.	Head Start Program- Assists low income familes with City funding provides match funding (20% non-federal share (NFS) match requirement will leverage \$43,688 in funding).	\$9,669.50
ndo Health/ Howard Phillips Center for Children & Families ram: Healing Tree: Provides therapy/counseling for children and families ildren who have been victims of child abuse/ sexual abuse.	Specialized clinical assessments and ongoing therapeutic services provided by licensed mental health therapist and interns for child victims of abuse and their families	\$8,919.50
enly Hoofs, Inc/ McCormick Foundation ram: Horses and Heroes es post 9/11 Veterans with PTSD through equine-assisted therapy	Services will fund the cost of delivering the program services to veterans; the cost of therapy horses, staff members delivering the services, and contract mental health therapist for the program. (Will serve 40 veterans in four 12-week sessions. (36 hours each)	\$3,750.00
Opportunity Center (Osceola ARC) ram: Adult Day Training : Provides training to developmentally disabled s.	Funds will be used to hire a Board Certified Music Therapist to improve the health and emotional well-being of adults with intellectual and developmental disabilities.	\$4,959.75
Osceola Community Health Svcs/ Primary Care Medical Svcs of Poinciana ram: Integrated Behavioral Health Program (New): Provides integrated vioral health services in fixed and mobile locations for the homeless.	Full range of behavioral health services including preventative, diagnostic, episodic, and follow-up care for both on-site and mobile services.	\$11,169.50
of Kissimmee- Homeless Services	City Homeless Services Funding: Funds will provide a leveraging opportunity to access regional funding for housing the chronically homeless.	\$19,839.00
iv Requests		
rch and Community Assistance Program ram: CCAP Cares	Homelessness Services, prevention and intervention- Food, personal hygiene kits, emergency housing costs	\$11,855.10
e Partnership Inc./ ram: Homeless Prevention and Diversion	Homeless prevention and stability services and provide salary for Part-time Community Support Specialist.	\$13,589.00
ation Army	Commission addition and approval to donate balance of funds	\$8,745.50
Transition House, Inc. ram: Inspire Counseling and Support Center	Behavioral health and substance abuse use disorder treatment clinic services for no-income/low-income individuals. (35 individual outpatient services for 12 months)	
ination Life Inc. ram: Life Work Whole Health	Operational expenses for program. Substance abuse counseling, case management, emergency housing, training, medical services, educationand life skills, mental health evaluations, literary program.	
tal		\$300,000.00

Exhibit "B"
Item 2.A. Social Services Updates
Council on Aging Presentation

Osceola Council on Aging



City Commission Workshop June 4, 2024

Presentation Points

Presentations should include the following but you may add any additional information you desire:

- Agency Mission and date of incorporation
- Agency Budget
- Location of program/ services
- Summary of program funded by the City (Please name participating partner agencies)
- Impact of your program on community needs
- Greatest threat or trend that will impact community in next 5 years from your service delivery perspective

Agency Mission and date of incorporation

- Created in 1971, the Osceola Council on Aging is the largest social services organization in Osceola County, providing a wide array of services and programs to meet the needs of our community. Though the name implies services for just the elderly, our scope of services extend to families as well, helping during crisis to enable generations of residents to cope with challenges.
- **Mission**
The Osceola Council on Aging is a 501 (c) 3, non-profit, private charitable organization dedicated to providing services to enable independence and self-sufficiency for seniors, disabled adults, the disadvantaged and families in poverty.

**OSCEOLA COUNTY COUNCIL ON AGING, INC.
2024 BUDGET WITH 2023 COMPARISON of ACTUAL**

REVENUE	2023 ACTUAL BUDGET	2024 ANNUAL BUDGET
<u>FEDERAL</u>		
Congregate Meals Grant C1	209,328	280,820
Meals on Wheels Grant C2	727,876	359,511
CDBG (City of Kissimmee/St Cloud)	27,638	200,000
NSIP (USDA)	45,606	73,986
EFSP	139,589	50,000
FEMA	1,950,550	0
Title 3B	875,813	249,390
Caregiver (3-E)	239,940	108,492
LIHEAP	1,561,374	2,500,000
EHEAP	325,690	350,000
Weatherization -WAP Liheap-DOE	1,046,665	2,348,836
CSBG	386,901	285,341
US Dept of V.A.	159,423	170,000
Youthbuild/Valencia DOL	192,833	200,000
Lynx	49,533	40,000
Total Federal	7,938,760	7,216,376
<u>STATE</u>		
CCE Lead Agency	883,557	667,741
Alzheimer Disease Initiative (ADI)	370,752	452,647
HCE	246,158	434,799
eHCE	540,854	300,000
Guardianship	193,219	20,000
Total State	2,234,540	1,875,187
<u>LOCAL</u>		
Local Gvmt (City of Kiss/ St Cloud/Osc. County)	398,356	400,000
United Way/ COA and Seimer	234,460	135,000
Longterm Care	819,033	1,000,000
Contribution/ Donation/Co Pymts/Shrared Cost	372,236	450,000
Corporate Business/Foundations	1,157,564	1,200,000
Housing Management Fees and Rent	1,147,720	1,200,000
Fundraising	218,814	350,000
Catering/ Site Rental	152,450	175,000
Misc /Other IncomeReceivables	4,205,411	100,000
Developer Fees	1,150	300,000
Total Local	8,707,194	5,310,000
Total Revenue	18,880,494	14,401,563

	2023 ACTUAL BUDGET	2024 ANNUAL BUDGET
EXPENDITURES		
Catering/Events/Marketing/Advertising	199,394	100,000
Communications & Utilities	158,867	210,000
Direct Client (CSBG/Rent/Education/ Health/Labs/ Sen	236,551	285,000
Facility Repairs and Maintenance Supplies	30,254	150,000
Insurance (Gen.Liab./Auto/D&O/Prof.Liab./Bonding)	341,706	400,000
LIHEAP Expenses/EHEAP	1,308,638	1,800,000
Food Pantry/ Food Supplies/TRIO Foods	1,037,515	1,200,000
Building Reserve/TRIO Equipment	31,918	37,000
Housing Facilities/ Supplies/Contracts/ Maintenance	163,501	95,000
Other (Monthly Service Contracts, Audit,other)	828,812	425,000
Office/ Program Supplies and Office Equipment	1,029,126	800,000
Salaries/Benefits	6,948,615	7,643,477
Sub-Contracts/ Service Contracts	1,310,590	746,694
Training and Travel	64,060	80,000
Vehicle Repairs/Leases/ Fuel	197,842	200,000
Developer Fee (Reserves)	30	229,393
Total Expendit	13,887,389	14,401,563
REVENUE OVER EXPENDITURES	4,993,104.70	0.00

Services Located at 700 Generation Point

- **Housing (Properties located in Kissimmee, St. Cloud & North Carolina)**
 - Oak Leaf Landings
 - Kissimmee Oak Leaf Landings
 - Neighborhood Stabilization Program (NSP)
 - Buen Vecino
 - Ford City Motor
 - St. Cloud Villas I
 - St. Cloud Villas II
 - Tracey Manor
- **Community Services**
 - EHEAP, LIHEAP, Health Clinic, Weatherization, Rental Assistance
- **Meals On Wheels**
- **Congregate**
- **Home Rehabilitation**
 - Chore, Youth build
- **Transportation**
- **Adult Day Care**
- **Case Management**
 - HCE, EHCE, Guardianship

Summary of program funded by the City (Please name participating partner agencies)

Transportation Services:

The Osceola Council on Aging's Transportation Department provides bus services to and from community resources for the elderly or disabled adults who cannot transport themselves to senior dining sites, grocery/retail shopping, Adult Day Care and other activities

Summary of program funded by the City (Please name participating partner agencies)

Nutrition Services/ Meals on Wheels and Congregate Dining:

Meals on Wheels Osceola provides meal delivery services to individuals who are unable to prepare their own food, especially the frail elderly who are confined to their homes. Referrals are often made by healthcare providers, social services agencies, family members, or concerned citizens.

The Senior Congregate Dining Club provides a place for older adults to gather for socialization and shared nutritious lunchtime meal. Senior Dining Sites are funded under the Older American Act and local funding. They are open to ANYONE age 60 or over! There is no charge for the meal, but a donation can be made to the program if the participants want to do so.

Summary of program funded by the City (Please name participating partner agencies)

Health Clinic:

The Osceola Council on Aging Health Clinic works with volunteers and partnering healthcare providers to deliver quality healthcare, prevention, education, specialist referrals, referrals to community social services, and case management services to the underserved and uninsured residents in Osceola County.

Our clinic is staffed by medical professionals, just as any other primary care office. In fact, many local doctor's volunteer their time at the clinic, to make sure you can stay healthy. Some common health issues seen in our clinic include hypertension, high cholesterol, diabetes, and asthma.

Impact of your program on community needs

In 2023, the Osceola Council on Aging made a significant impact in our community by serving over 296,000 lives, including seniors, disabled adults, disadvantaged families, and residents of Osceola County. Our efforts have touched and improved countless lives through a variety of health and human service programs.

Thanks to the support of the City of Kissimmee, we were able to expand several key programs:

Meals on Wheels and Nutrition Programs: We served and delivered 190,632 meals to 1,125 clients, ensuring they receive nutritious food and regular social interaction.

Health Clinic Services: Our clinic provided 3,719 patient visits to 1,434 individuals, saving the state over \$525,000 in healthcare costs.

Transportation Services: We transported over 100 clients daily to essential destinations, including shopping centers, adult day care, and congregate dining sites, helping them maintain their independence and reduce isolation.

These achievements highlight the Council's dedication to enhancing the quality of life for those in need within our community. We remain committed to developing sustainable solutions that ensure access to essential services for all Osceola County residents.

Greatest threat or trend that will impact community in next 5 years from your service delivery perspective

The Rising Cost of Living and Its Impact on Seniors and Families

As the cost of living continues to rise, many seniors face significant financial challenges due to their fixed incomes. Families working in the service industry also struggle to make ends meet, adding to the economic pressure on our community.

Our Health Clinic supports adults 18 and over with primary and secondary care, including specialties such as Cardiology and GYN. These families must consider the escalating costs of insurance, which directly impacts healthcare clinics and the accessibility of essential medical services.

Transportation for our seniors to congregate meals is a vital program. Many seniors are unable to use public transportation, making it crucial for them to have reliable means to avoid isolation. We transport seniors daily to meal sites to combat loneliness and isolation while providing them with nutritious meals.

Greatest threat or trend that will impact community in next 5 years from your service delivery perspective

Food prices are another area of concern. Predicting their trajectory over the next five years is difficult, but current trends suggest they will continue to increase. This raises an important question: how will our seniors and families afford essential groceries? Currently, our food pantry serves over 2,000 individuals monthly

The growing demand for services is evident as the community's needs expand. Meals on Wheels (MOW) currently has 600 seniors on its waitlist, highlighting the urgent need for nutritional support among our homebound elderly

To address these challenges, it is crucial to develop sustainable solutions that ensure access to affordable food and necessary services for all community members.

Exhibit "C"
Item 2.A. Social Services Updates
Park Place Behavioral Health Handout



Agency Mission and date of incorporation

Osceola Mental Health, Inc., d/b/a Park Place Behavioral Health Care was filed as a corporation in the State of Florida on May 19, 1976. We have proudly served Osceola County and the surrounding communities for 48 years and we are looking forward to celebrating our 50th anniversary in two years.

Our mission is *to improve the quality of life and promote wellness and recovery for those we serve.*

Agency Budget

This fiscal year our budget is \$21,768,206 with an expected budget of \$23,945,027.04 for fiscal 2024-25.

Res IV program award: \$48,347.50.

Location of program/ services

Park Place Behavioral Health Care has three locations in Osceola County. Our 206 Park Place Blvd. located near Advent Health Kissimmee, houses the Central Receiving Facility- the designated point of entry for mental health and substance use disorder

services, our crisis stabilization units for adults and children, withdrawal management (detox) for adults and adolescents, short term residential substance (28 day program). At both our Kissimmee and our outpatient services located in Poinciana, we provide Psych Social Rehabilitation program for those who experience a serious mental health disorder, Psychiatric Medication Management, Outpatient Therapy, Case Management for adults and children, AWARE an adolescent intervention program offered in partnership with Osceola County School District and Peer Recovery Support. At our Martin Luther King/Dillingham location we provide our residential level II long term mental health program, Dillingham Apartments, the 30-unit permanent supported housing building for individuals with Serious Mental illness, funded by Florida Housing Finance Corporation, Osceola County Government, and the City of Kissimmee. And our City of Kissimmee funded Long Term Residential Level IV substance use program. The Res IV program is being temporarily housed in our 880 Martin Luther King location, which, as you know, has been sold to the City and must be relocated over the next year. Our treatment program was moved to make room for the Dillingham Apartment complex.

We are working with the State, the City, and the County in identifying Opioid Settlement dollars along with other fund raising to build a new Res IV on the vacant lot across from Dillingham Apartments on June Street that is owned by the agency.

Summary of program funded by the City (Please name participating partner agencies)

Park Place provides a licensed, long term, (up to 12 months), substance use residential level IV treatment in Osceola County, serving those who have experienced a serious substance use disorder and are indigent, homeless, or facing homelessness as a result of their substance use. This 18 bed licensed program receives funding from the City of Kissimmee, Central Florida Cares Health System who is responsible for managing the Substance Abuse Mental Health Services funds that pass from the State to the Department of Children and Families. Additionally individuals may self-pay for their stay or are funded by Drug Court when they refer an individual. Residential Level IV receives referrals from probation, County Corrections, the Department of Children and Families, and other treatment agencies in the region.

While recovery is a lifelong process. Studies show that longer times in treatment are consistently associated with better outcomes. Chronic substance use consumes a person's life, depletes their self-worth and creates instability in their homes, family, jobs, and community. The structure and therapeutic support provided in long-term residential treatment helps a person regain confidence, responsibility, and supports their ability become a productive member of society while they put in to action the skills built in inpatient treatment.

Impact of your program on community needs

Over the past four years, our program has served 135 individuals who had a severe substance use disorder, 60% of whom had a co-occurring serious mental illness (Bi-Polar, Major Depression) and were homeless or facing homelessness. Most, (97%), of the individuals were unemployed upon entering treatment. Our program has a proven track record of success. Upon discharge from the program, 84% successfully completed treatment and were abstinent from the use of alcohol or other drugs upon discharge and at 30 days post discharge, 75% were employed, enrolled in education (4%), or receiving disability (2%), and 95% were stably housed.

So far this year we have had 28 individuals enrolled in Res IV, 68% of whom were Latino/Hispanic, 18% were Black, 7% identified as white or multiracial. Of the 28, 7 have successfully discharged from the program and 16 are currently active in Res IV, or 23, leaving 5 to have left the program prior to reaching their goals. Eighteen of those who have left successfully or continue in the program are currently employed while others are actively looking for employment.

I have two letters from individuals who were funded by the City of Kissimmee for Res IV treatment in the past to share with you. The City of Kissimmee has supported beds in Res IV over the past decade. We appreciate your ongoing support of the program.

Greatest threat or trend that will impact community in next 5 years from your service delivery perspective

Behavioral Health Care is changing rapidly, and in a post COVID era Mental Health and Substance Use Disorders have increased in the general population, especially those reporting anxiety and depression, along with increasing alcohol and other drug use. Drug related overdoses continue to be on the rise especially among adolescents. Models for behavioral health treatment are changing quickly with community-based services, mobile crisis response, and value based care models. Adopting to the increased needs for services, along with new payer models, and expected shortages in professionals educated in the fields of social work, counseling, medicine, and psychiatry will continue to push us to innovate and respond to the environment.

Residential Level IV specific challenges include the need to fund and build a new location for the program. In addition, Residential Level IV currently works with only males due to the location and therefore, women lack access to services with Park Place for long term care. (this will be solved when the new building is developed. There will never be enough funding to meet the need for long term residential services for those with a severe substance use disorder.

Two individuals in long term recovery who were treated with City of Kissimmee funding.

Letter 1: Male B.R. 2018

“I’d like to share briefly how Res 4 impacted my life. Before going to Res 4, I had been to countless drug and alcohol programs since the age of 16. I literally lost count after 12. From 28 day programs to 90 day long-term programs. Nothing seemed to work for me. At the age of 17, I was an intravenous heroin user. For the next 10 years I would spend in and out of jails, rehabs, detoxes, and prisons. Up until going to Res 4, I was a complete mess. My entire family gave up on me, I was homeless, and suicidal. I was hoping for the end. Things changed for me upon going to Res 4. From the therapists to all the group activities and having the freedom to attend as many outside AA and 12 step groups that I wanted to, things started to change for me. I finally got the life I’ve always dreamed of having. After leaving Res 4 I had a solid foundation in the recovery world. I had all new friends that supported me. I was able to start an apprenticeship program with the Pipefitters Union and I’m now a journeyman pipefitter with tons of certifications. I was able to get married and buy a home and we had a beautiful baby girl. My entire family is back in my life and the father that turned his back on me, we talk almost every day now. My life today is literally beyond my wildest dreams! And I believe Res 4 played a huge part in what my life has become. Also through the years since I’ve been sober I’ve been able to give back to the recovery community by sponsoring new guys in AA, I’ve taken meetings into Park Place and other recovery centers, most importantly I’ve got to pass down what was taught to me on how to stay sober. The sad reality is most don’t make it but if I can save 1 person it would make it all worth it. That’s kind of how I feel about Res 4, if it ever closes, it would not be able to save that one person. Thanks”

Letter 2: Female Crystal 2019

Hello, I was in active addiction from the age of 13 until 33. My entire family has either passed away from addiction or is still suffering from it. I never knew people could change their lives and stop using drugs. When I was accepted into Park Place I had no insurance, I was homeless, had lost my son, hadn't eaten in about a week, and had pink eye in both my eyes. I was using heroin, meth, and coke daily by injection and I would have withdrawals on a regular basis. I was covered in bruises and marks from using needles so much. I was hopeless. I couldn't keep a job. I would pray for death because I didn't think there was any other way out of addiction. I thought I was destined to use drugs until I died, like my parents.

Then I heard about Park Place and how they would help people with no insurance. I made the decision to get help.

I went through a detox of 10 days, I then stayed for 28 days of inpatient treatment, they gave me the opportunity to try Vivitrol to reduce cravings and be a safeguard against relapse. I then lived in the residential 4 program for 10 months, while continuing receiving Vivitrol at no cost to me. During my time in "Res4" I was required to attend individual therapy, group therapy, meetings, and had regular contact with my peer on site during business hours if I needed anything. I got so much from the program. I learned about trauma and how I had been neglected my whole life due to addicted parents and family members. I learned that I wanted to change. Not only for me but I wanted my son to experience a better life than I did.

I was able to remain abstinent with the help of Vivitrol and counseling. I also went to 86 recovery meetings in my first 30 days of Res4. I was only required to do 30 meetings but was encouraged to do more. I developed a sober support system. I was able to begin seeing my son once a week at res4 on the weekends. I was motivated to get better and for the first time in my life I felt real hope. I was now in recovery. I jumped in with both feet.

As I write this I now have multiple years in recovery. I have been employed the majority of that time as a certified recovery peer support specialist helping others with their addiction. I even started my own non-profit and helped over a hundred people get into treatment too. I got full custody of my son.

I now live independently and have been co-parenting with my son's father. I work in a program called Emerge where I help people in the same jail I've been in learn about recovery and once they're released I stay beside them up to a year to provide support and resources. Just like I got from the res4 program. Res4 saved my life and has given my son a mother capable of caring for him.

In Florida resources are limited but especially in Osceola County, where Park Place is. If this program didn't exist we would have no long term care for people who really wanted to change but could never afford rehab on their own.

I am still in contact with 6 other people who also went through res 4 with me all those years ago and they are all doing amazing.

I hope this program continues as long as there is addiction to treat. I was a girl named after my parents drug of choice, Crystal. I was born into drugs with a predetermined destiny of using drugs. I had no friends or family and I was living in the domestic violence shelter and on the streets and Park Place still took a chance on me. They are changing lives every day and I hope they continue to get the chance to help more people.

Exhibit "D"
Item 2.A. Social Services Updates
Aspire Health Partners (HOME Program) Presentation



Saving Lives Transforming Communities Changing the World

HOME Program

Mission Statement



- Providing the highest quality of compassionate, comprehensive and effective integrated behavioral health care.
- HOME's mission is to break the cycle of homelessness
- Both mission statements are aligned with the company's vision of saving lives, transforming communities, and changing the world.
- Our partners trace their presence in the community back to 1969 and established Aspire Health Partner's Inc. in 2014.
- In 2007 HOME opened the doors to 16 units of transitional housing to homeless single moms and their children in Osceola County.

Budget



- Aspire’s HOME program was awarded \$37,137.75 for grant year 2023/2024. HOME’s operational costs are \$623, 145

Program Budget – Revenues\$	Current 2023/2024
Federal and State	
CFCHS	\$311, 865
County and City Sources	
Osceola County CSA Grant Request	\$120,000
City of Kissimmee	\$40,000
Agency Generated	
Client Service Fees	\$33, 600
Other-Aspire Depreciation	\$88,297
Other-Aspire Administration	\$9,733
Business or Individual Contribution	\$20,000
Total Revenue	\$623,495
Program Budget-Expenses	
Salaries and Benefits	\$220,587
Program Materials	\$12,078
Indirect Expenses (Limitations Apply)	
Administrative Staff Salaries and Benefits	\$47,000
Utilities, Insurance, Maintenance, Taxes	\$316,861
Program Materials	\$26, 519
Total Program Expenses	\$623,045

Services



- HOME is located at 924 Determination Way, Kissimmee 34741 where 16 apartments are utilized to house homeless families (women and children)
- Currently HOME has 27 families/89 individuals residing on our campus.
- While residing on campus HOME provides a range of services to the families that we are assisting:

- Life Skills Education Classes
 - Budgeting
 - Credit
 - Rental/Lease
 - Couponing
 - Banking
 - Vision Boards
 - First Time Home Buyers

Services



- Employment Assistance
 - Referrals to CareerSource
 - Back on Track Employment Services (employment boot camp onsite- 2 successful placements at Publix)
 - Early Learning Employment Pilot Program (4 moms currently enrolled)
- Navigation
 - Complete Coordinated Entry assessments
 - Assists and collects documentation for navigation
 - Coordinates with Homeless Services Network for case assignments and additional assistance.
- Screenings/Referrals
 - All individuals screened are provided with referrals for additional services
 - Linkage to resources/partner agencies provided.
 - Childcare referrals- 48-hour turnaround for assistance

Services



- Food Assistance
 - Through ongoing partnerships with Clarita's House, Hope Partnership, AVOS food pantry, and Publix families are provided with access to food donations
 - Assistance with SNAP benefits
 - Referrals to Access sites
- Transportation
 - Families are provided with transportation by HOME staff for grocery shopping, laundry, medical appointments (if unable to coordinate with insurance)
 - Assists and collects documentation for navigation
 - Bus passes, gas cards, Lyft, Uber cards provided when available
 - Assistance with Access Lynx application
 - Coordinate school transportation with Osceola County School District

Services



- Permanent Housing Assistance/Utility Assistance
 - Relationships established with local realtors/property managers to assist with placements
 - Coordination of additional financial assistance with government agencies, HOPE partnership, Council on Aging, Salvation Army for security and/or utility deposit assistance
 - Mustard Seed Referrals
 - Collaboration with affordable housing partners (Gannet Pointe, Cameron Preserve, Haven on Vine)
- Behavioral Health Services
 - Outpatient mental health and substance use disorder counseling provided onsite
 - Coordination/referrals for additional behavioral health and primary care services within Aspire's continuum of care.

Community Impact



- Residing in the car or place not meant for inhabitation prior to HOME:
 - 9 current families (18 kids)
 - 24 families (48 kids) since October 2023
 - HOME provided these families with a safe place to live
- Residing in a DV shelter prior to placement at HOME
 - 12 families (29 kids) current families
 - 17 families (43 kids) since October 2023
 - Coordination with Help Now facilitated capacity for additional survivors with safety needs.
- 4 families were involved with the child welfare system at the time of referral and placement. They were successfully diverted from removal and/or additional involvement.

Community Impact



- Since October 2023
 - 30 families (97%)exited the HOME program into permanent housing
 - 1,726 individuals were screened and provided referrals
 - 184 individuals were housed at HOME
 - School ages kids enrolled at HOME decreased absences and increased academic performance.
 - 100 % of kids enrolled in school received all required school supplies though community partnerships and coordination with Osceola County's Homeless Education programs.
 - 100% of families demonstrated increased functioning after 120 days when reassessed utilizing the HUD self-sufficiency matrix.

Future Threats

- Raising housing costs
 - The housing costs are outpricing those that are currently homeless even with housing subsidies.
 - Increased requests for assistance from individuals that were stably housed due to inability to renew leases at increased rates.
 - Housing costs are growing at a rate much faster than growths in income and/or mainstream financial assistance
 - Affordable housing needs are outpacing the development of affordable housing units.
- Raising food costs
 - Increase in food costs are impacting household budgets
 - Food costs reduces funds available to sustain household and/or pay monthly housing costs.
- Funding availability
 - Increase in operational costs vs funding availability

Q & A

Kyra.Lynch@aspirehp.org



Exhibit "E"
Item 2.A. Social Services Updates
HelpNow of Osceola Presentation



Presentation for the City of Kissimmee Workshop

June 4, 2024



Mission

Help Now provides safety, empowerment and healing for survivors of domestic violence and influence change in the community.

Date of Incorporation

January 1983



Help Now of Osceola, Inc.

2023-24 Agency Operating Budget

Domestic Violence Services

Total Budget Amount: \$2,454,813,92

Revenues

Federal: \$1,870,295

State: \$223,888

Local: \$210,000

Private: \$150,632

Expenses

Contracted Services: \$40,200

Fundraising Expense: \$15,000

Office Expenses: \$66,145

Participant Expenses: \$135,050

Insurance: \$39,520

Personnel: \$2,099,212

Use of Space: \$90,300

Staff Travel & Training: \$10,800



Service Locations

Outreach Advocacy Center

108 Church Street, Kissimmee

Shelter

Undisclosed for safety of residents

Osceola County Courthouse

2 Courthouse Sq, Kissimmee

Department of Children and Families Service Center

111 Monument Street, Kissimmee



Program Summary and Partnering Agencies

- Help Now's program funded by the City of Kissimmee allows us to provide safety for survivors through safety planning, shelter services, and connection to our special projects such as housing and economic justice
- Our grant specifically funds operational support for the shelter and participant needs to assist with securing permanent housing
- HOME
- City of Kissimmee (Haven on Vine)
- Hope Partnership
- Osceola County Housing and Community Services
- Destination Life
- Osceola Council on Aging
- Mercy Foundation
- Faith Community Organizations
- Homeless Services Network
- Harbor House



Impact on Community Needs

- Provided safety and support for **1,781** survivors of DV this year to date
- Provided **9136** bed nights of safe shelter for **276** individuals to date this year
- Assisted **715** individuals with financial support totaling **\$39,985** to date this year
- Successfully placed **78** households in permanent housing through Rapid Rehousing, OVW Transitional Housing, and Emergency Housing Vouchers through Section 8
- Continue to provide case management for families placed in housing to support their success in maintaining stable housing
- **100%** of survivors who have received Help Now services and completed a survey of services report they have strategies to enhance their safety, have better community resource knowledge, and services they received met their needs.



Greatest Threat Help Now will face that will impact community in the next 5 years

- Population growth will likely elevate the incidents of domestic violence and increase needs for services for DV survivors
- Funding will potentially limit the availability of services for DV survivors as the needs grow with the population increases
- Safe, affordable housing availability will continue to be a growing concern as survivors leave abusive relationships and work to rebuild their lives free of violence



Thank you!

We're happy to answer your questions

Tammy Douglass, Executive Director

407-709-2271

tammyd@helpnowshelter.org

www.helpnowshelter.org

Shelley Gordon, Survivor Resource Director

321-624-9102

shelleyg@helpnowshelter.org

www.helpnowshelter.org

Exhibit "F"
Item 2.A. Social Services Updates
Hope Partnership Foundation Presentation



Hope Partnership's Impact and Programs

Presented by:
Will Cooper
Chief Operating Officer
Hope Partnership



Who We Are

Hope Partnership believes everyone deserves a safe place to call home. We empower our neighbors to overcome barriers that cause poverty and homelessness by providing both direct services and advocating for social change to strengthen our community and build hope.

Celebrating over 10 years of service

2013



2013

The Community Hope Center (CHC) opens its doors and begins seeing clients.

2014

The CHC partners with Health Care Center for the Homeless, to bring their services to Osceola County.

2016

CHC makes the decision to begin administering HUD rapid re-housing.

2018

Plans for use of 5 acre property begin to form.

2020

The Pandemic requires a shift in operations. Emergency food distribution begins.

2022

Hope Partnership's downtown location, Hope Commons, opens its doors.



2015

CHC partners with IDignity to open IDignity Osceola to provide identification to those in need.

2017

The Florida United Methodist Conference donates 5 acres of land in Shingle Creek to build affordable housing.

2019



Hope Partnership is born to better reflect the multitude of services provided.

2021

Disney grants Hope Partnership \$500,000 to serve more of our neighbors.

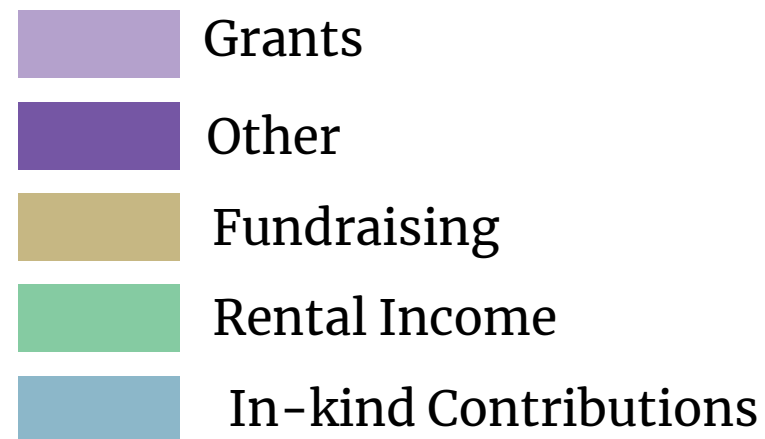
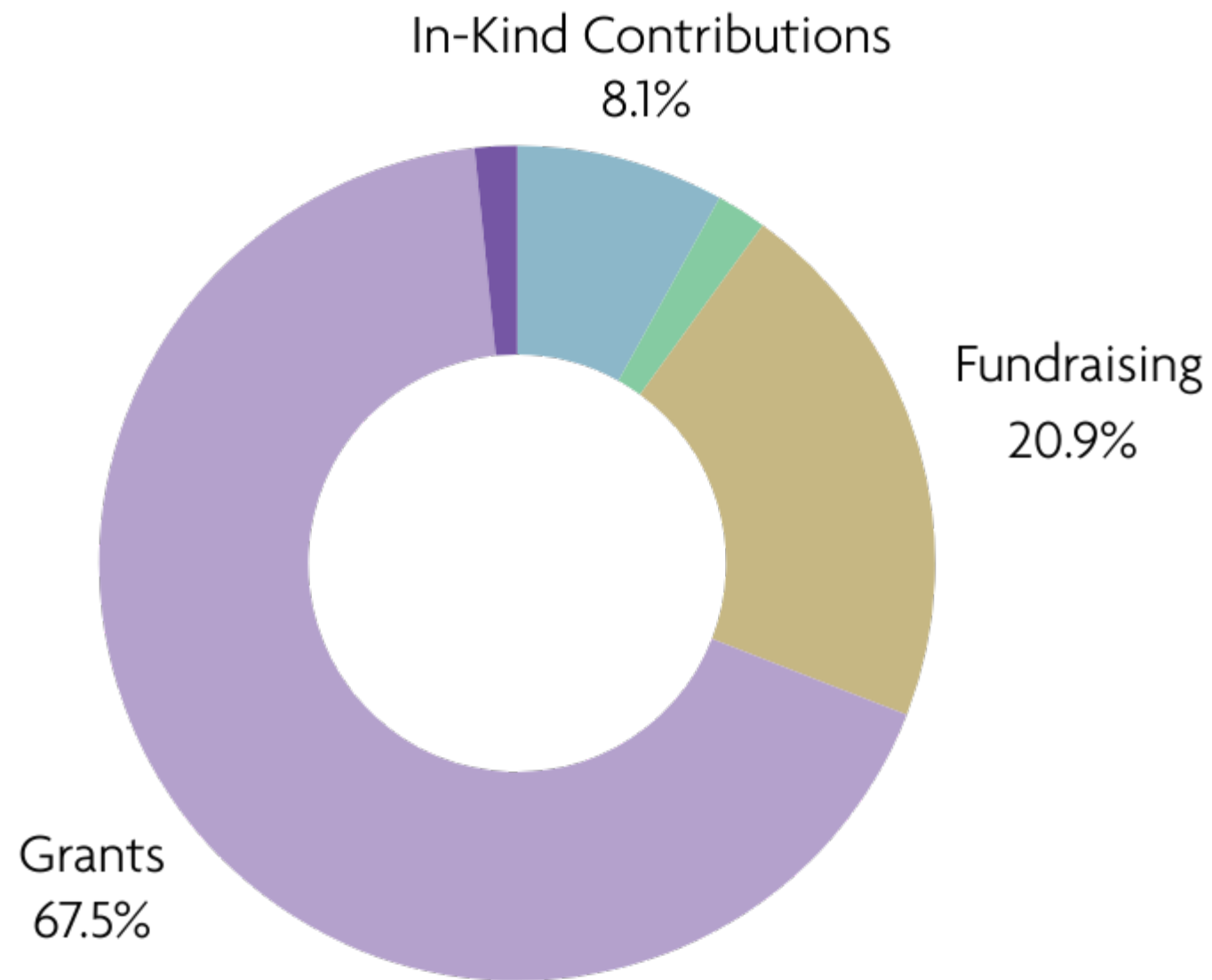


2023

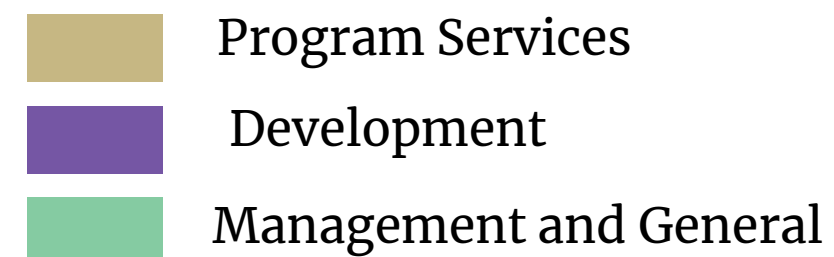
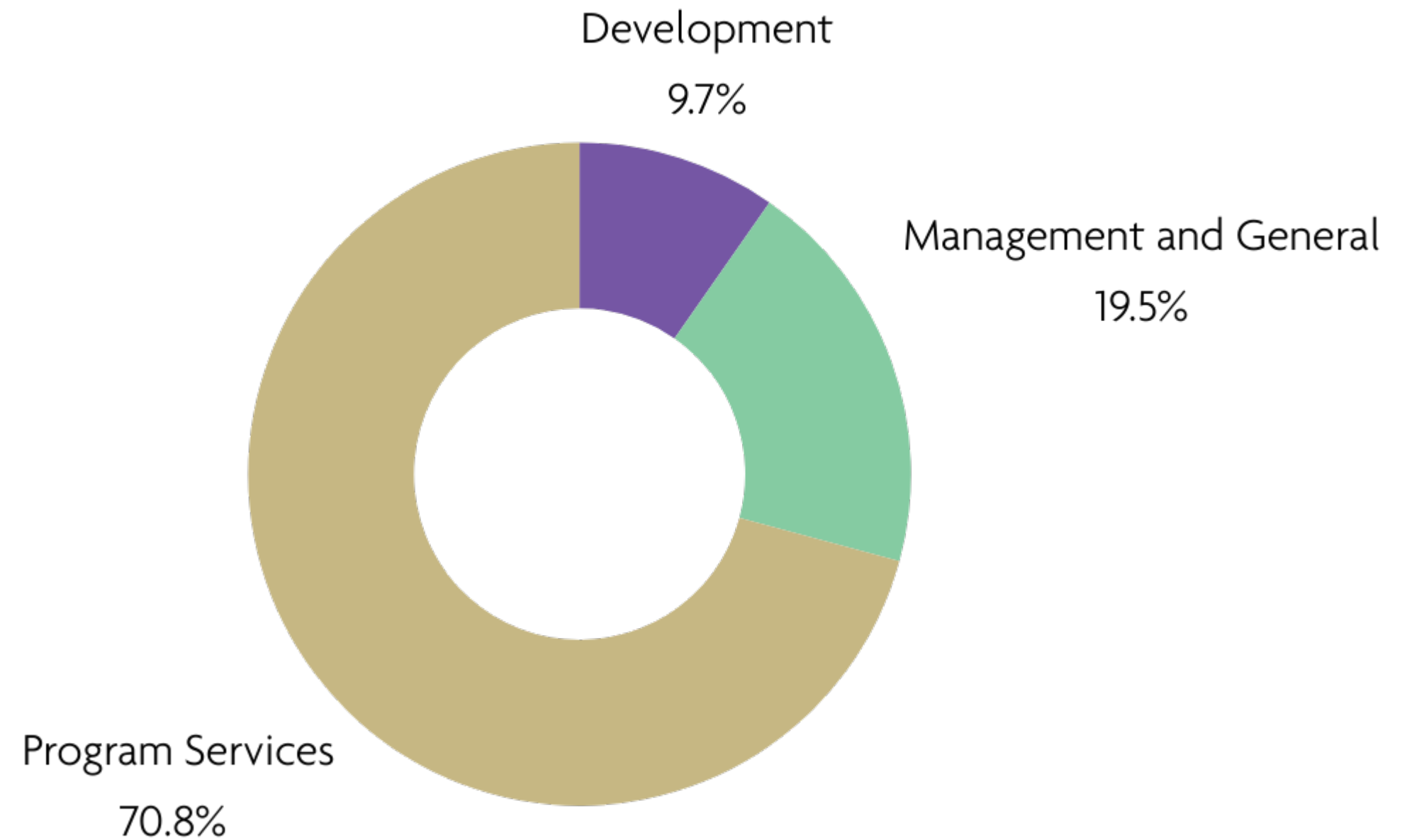
Hope Partnership unveiled Thrive Studios: our project to convert a motel on HWY 192 into dignified studio apartment.



Revenue



Expenditures



Location of Programs & Services



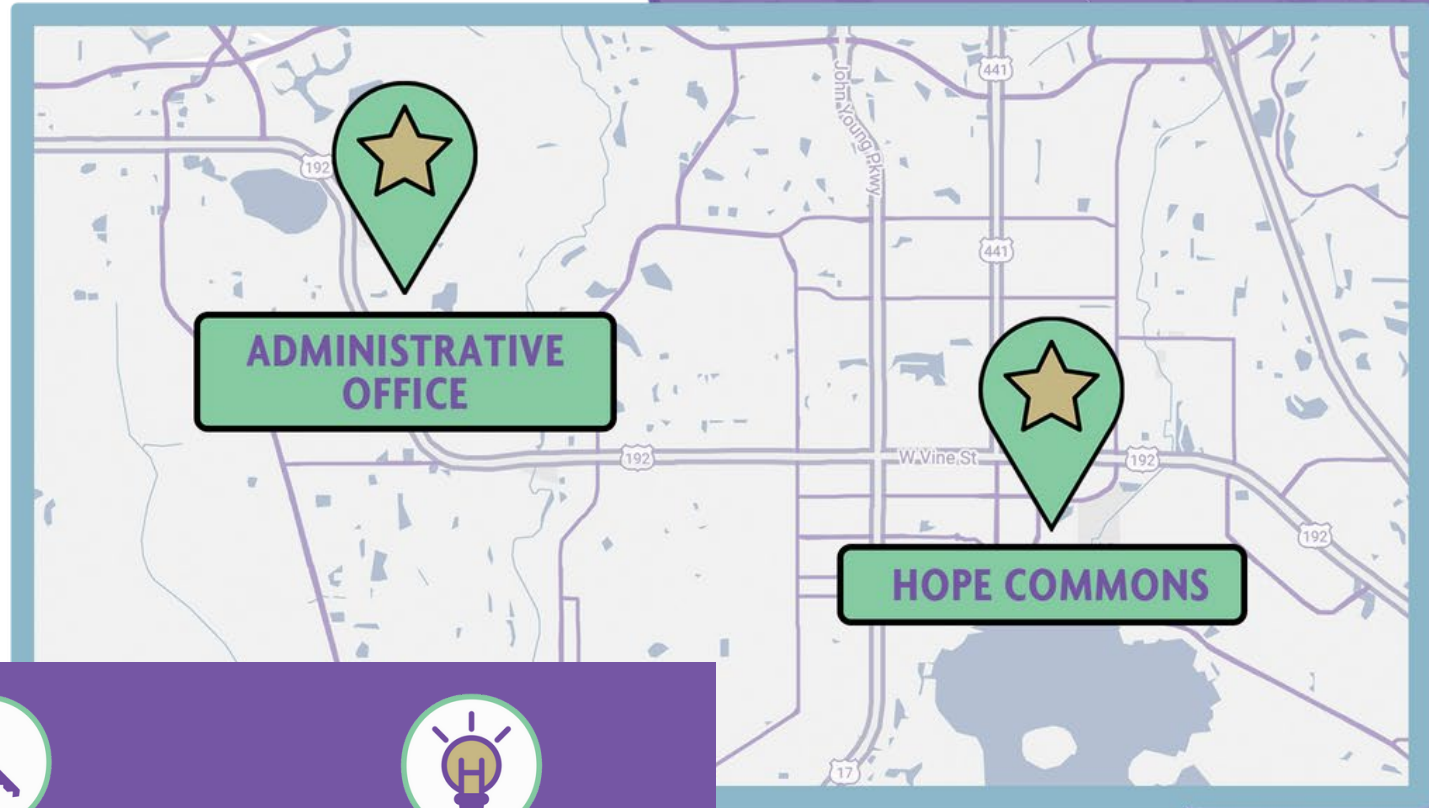
Administrative Office

- Homeless Outreach and Navigation
- Mailbox Services
- Hope Cares Days/ IDignity Osceola
- Support Group



Hope Commons

- Walk-ins and appointments
- Homeless Prevention and Diversion
- Good Neighbors - Program Pathways
- Host partner agencies in office spaces



CENTER



CARES



WORKS



BUILDS



PROPERTIES



STRATEGIES

Summary Impact of City-Funded Programs

Hotel 2 Home

Created in 2020, this Hope Partnership program assists Osceola County families and individuals living paycheck to paycheck or on fixed incomes in motels, where high costs and rising housing rates make it difficult to transition out.

Family Reunification

Since October 2023, Hope Partnership's Community Support Specialists have successfully reconnected individuals with supportive, safe living arrangements by guiding, advocating, and arranging transportation.

Move-in Assistance

Since October 2023, Hope Partnership has provided move-in assistance to individuals, helping those with limited income transition into permanent housing by directly paying landlords the required lease and move-in costs.

IMPACT : OCTOBER 2023 - CURRENT



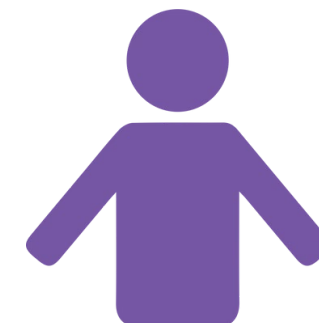
Hotel 2 Home

65 heartbeats
relocated from
motels.



Family Reunification

12 heartbeats
guided, and
reconnected to safety.



Move-in Assistance

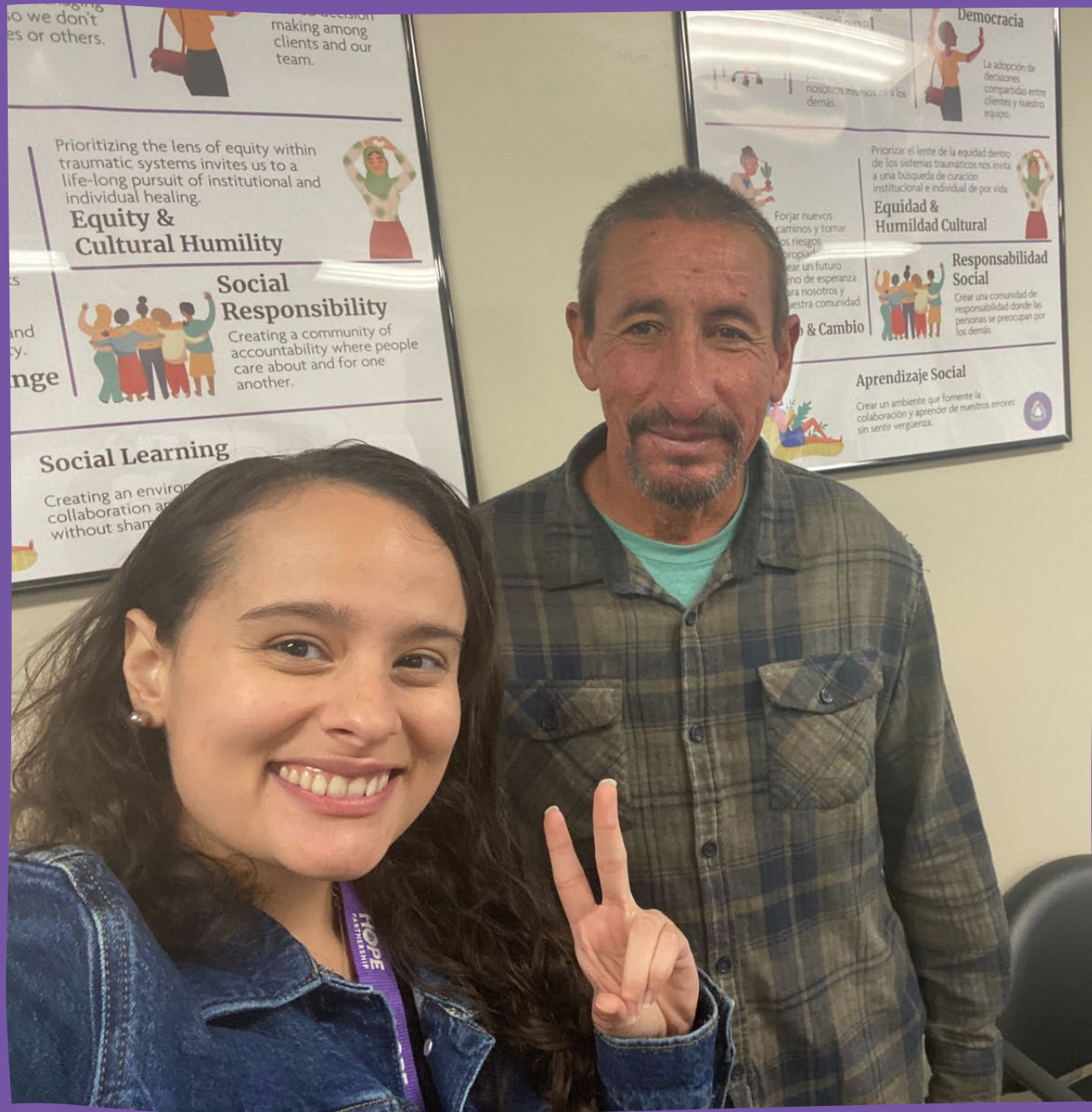
18 heartbeats
assisted with
move-in support.

Spotlight on Success



As a single mother, Aniyah faced daunting challenges, living in a hotel and struggling with financial instability. We are thrilled to share that Aniyah and her children have now moved into a 2-bedroom apartment, a place they can truly call home. Aniyah's journey is a testament to the power of perseverance and the transformative impact of your support. Everyone deserves a safe place to call home.

Spotlight on Success



Captured here is a shared smile between Miguel, who has been experiencing homelessness, and Alicia, our Hope Partnership Community Support Specialist. They celebrated Miguel's forthcoming relocation to Texas to reunite with his family—a success made possible through the dedication of our team members, and the generous financial support from organizations like yours.

Partner Agencies

Received or sent referrals:



Housing and Community Services



Current and Future Challenges

- Those employed in occupations once considered solidly middle-class (police officers, teachers, truck drivers, clerks, etc.) cannot enter the housing market.
- Organizations must grow and expand in order to serve growing populations; rising property costs inhibit expansion.
- Nonprofits are faced with burdensome challenges to meet the needs of growing numbers of people in an environment where the costs of operations continue to rise – all while being expected to decrease overhead.

HOUSING AT A GLANCE



\$624

Rent Affordable at
Minimum Wage (\$12.00)



105

Hours a Week at
Minimum Wage to
Afford a 1-Bedroom
Apartment



\$1,638

Fair Market Rent
for 1-Bedroom
Apartment

Renters need to make \$31.50 an hour to
afford a modest one-bedroom rental.

Calculated using NLIHC Methodology and the most recent FY2024 FMR released by HUD 9/7/2022



POVERTY IN OSCEOLA COUNTY

2021 Point-In-Time Data

Population: 403,282 Number of Households: 133,330 (20% change since 2019)

Median Household Income: \$60,585 (state average: \$63,062)

ALICE Households: 37% (state average 33%)

Households in Poverty: 13% (state average 12%)

What is
ALICE?

**Asset Limited, Income
Constrained, Employed**

Households earn more than the
Federal Poverty Level but less than
the basic cost of living.

Osceola County, Florida, 2021		
County Subdivision	Total Households	% Below ALICE Threshold
Kissimmee CCD, Osceola County, Florida	57,612	57%
South and East Osceola CCD, Osceola County, Florida	2,714	40%
St. Cloud CCD, Osceola County, Florida	49,830	46%



Thank you!

Let's



Exhibit "G"
Item 2.A. Social Services Updates
Church and Community Assistance Program ("CCAP") Presentation



Church & Community Assistance Program Inc. (CCAP)

501 © (3)

800 Office Plaza Blvd.
Ste. 405
Kissimmee, FL 34744

☎ 407-572-8023

📠 407-572-8024

🌐 www.ccapflorida.org

Outline

Mission Statement

Vision Statement

Budget

Program Summary

Impacts

Target Population

Objective

Logic Model

Board of Directors

Sustainability Plans



Our Mission

Our Mission is to aid and assist individuals and their families to achieve self-sufficiency by effectively supporting them with the issues that keep them from advancing.

Established

1999

Incorporated

January 20, 2004



Vision Statement

Church and Community Assistance Program, Inc. (CCAP) is a one-stop facility for needy individuals and families.

Our vision is **to enhance the lives of individuals to help them achieve their highest potential**, by breaking the reoccurring cycle that keeps them from achieving what they need to succeed.

Location

800 Plaza Blvd, Ste 405
Kissimmee, FL 34744



Jan – May 2024 Impact

Program	Individuals	Families
Truck of Blessings	9,254 (avg 1851 mthly)	2,487 (avg 497 mthly)
May 2024	2,114	593 (more than 375 cars)
Food Pantry	14,317 (avg 2863 mthly)	4,132 (avg 826 mthly)
May 2024	2,555	938
Mobile Shower	1,540 (avg 308 mthly)	N/A
May 2024	350	
HIV & Hepatitis Services	0	N/A
May 2024	0	
Housing Referrals	N/A	12

Budget

Yearly Budget \$96,198

Based on current situation,
Can easily increase as we
do more and the demand
Continues to increase.

Yearly Donations to Date:
\$25,155

Have only attained a little over
26% of yearly budget 40% in
\$6,000
in the red monthly

Monthly Budget

Rent	\$2,500
Vehicle Repairs	\$125
Liability Insurance	\$715
Administrative Salary	\$2,120
Electricity	\$300
Food Truck Supplies	\$310
Waste Management	\$300
Gas	\$400
Internet	\$215
Quickbooks	\$90
Pest Control	\$75
Miscellaneous	\$250
Total Monthly Expenses \$7,400	

Monthly Partners

Adjusting Experts	\$100
Mark & Rita Plotner	\$100
Greenway Church	\$200
J-Lo Air Conditioning	\$500
Redemption Church	\$500
Monthly Donations \$1,400	
2024 1-Time Donations	
City of Kissimmee	\$11,855
Hector Lozada	\$200
Hispanic Federation	\$2,500
Kissimmee/Poinciana Outreach	\$600
Olga Gonzalez	\$3,030
Sofia Hickle	\$100
SouthState	\$300
Sylvette Santos	\$25
Total	\$18,610

Project Overview

CCAP is a one-stop facility ensuring that everyone we serve is individually assessed and guided to determine immediate and long term need and how to best equip them with training, employment, housing referrals, mental counseling, mentoring, spiritual guidance, social opportunities and more in an effort to position them for success. Our on-site Food Bank provides specialized groceries for 25-30 families daily. At CCAP, we serve with over 20+ Local Registered Partners to provide altering and life-changing Case Management services. We address their physical, emotional, & spiritual needs during their transitional process with timely, reliable, and relevant resources.

Since the Covid-19 Pandemic, high living costs, inner state migration, immigration increasing, and mental health cases the Community has been experiencing a dramatic amount of increased homelessness. Every Thursday, CCAP and other organizations provide a mobile hot shower, washer and dryer machine, haircut, shaving, personal care, hygiene products, breakfast, case management, lunch, and assistance with Access and other governmental benefit applications to the homeless population. CCAP provides transportation to indigents living out of our area to benefit them from the Mobile Shower and Laundry Program. CCAP, through Public Wireless LLC, is also providing free tablets with free Wi-Fi to eligible students and residents.

Relevant Partnerships



- We connect the people to the many Registered Partners that have united with our Vision to provide altering and life-changing Case Management to each individual we are honored to serve. Every person is IMPORTANT, and everyone is worthy of living a healthy, safe, and stable life. Understanding the times, we are living in, we know that reaching that goal is sometimes easier said than done. Our Center is faith-based. However, everyone is welcomed, and no one is rejected. We believe that God loves every person, and we are called to serve all people.

- Consequently, partnering with over 20 agencies, our Center has created a diverse bank of resources to effectively refer and connect individuals to meet their needs. Our Vision is to enhance the lives of the individuals we serve by helping them achieve their highest potential by breaking the reoccurring cycle that keeps them from achieving change. We connect the Church to the Community to relevant resources. We ensure that everyone is individually assessed in a safe, healthy, and stimulating environment. As a partner, we can combine resources strategically and geographically; the person likely has the aid needed to receive the required assistance to move onwards. Through joint agreements, we can reach and cover more necessities. The purpose of operating as a coalition is to satisfy the needs of our constituents in a meaningful and effective way. We refer those individuals for rental, utility, and Psychological Assistance. Continued Case Management is vital, maintaining advancement and creating new opportunities to gain experience, new skills, or vocation.

- Most people served at CCAP are poverty-level low-income families, at risk of homelessness and unemployment, 85% of which are Hispanic and African American. Depending on the level of urgency, certain items are requested via donation or, in some cases, purchased to fulfill a specific need—local Agencies, Churches, and other non-profits gather for meetings and use our organizational space. Nuevo Sendero, a Domestic Violence Non-profit, uses CCAP as a Safe Haven for Intervention and Intake purposes. FEMA also partnered with CCAP to aid more residents through our facility.

Church and Community Assistance Program Inc have surpassed operational efficiency and the commitment to providing excellent service in our Food Bank through the Food Truck Pantry every month. We coordinate with Osceola Heritage Park and Kissimmee Police Department to provide our constituents with a secure and ordered service. CCAP's priority is to satisfy our people's needs and serve them promptly. The monthly Food Truck of Blessings brings nearly 500 families in a single day per month. Many individuals have expressed their gratitude to our organization for being the recipient of quality food, the safety of the activity, and the products in demand for their consumption.

Likewise, the patronage of the people participating in this program since the police coordination of traffic makes them feel safe. On the other hand, our sponsor's willingness to participate in the Truck of Blessings since it is an excellent opportunity to reach prospective clients. The Truck of Blessings is very popular in our area. Many of our participants follow us on Facebook to ensure to receive their meals due to the high cost of groceries. We receive many calls and visits requesting more Tuck of Blessings.



Truck of Blessings



Our target population is everyone that needs a hand. We cannot discriminate against ethnic groups, ageism, sexual orientation, political background, or religious beliefs. We serve all individuals in need with the sole purpose of helping them with those needs. Our Mission and Vision clearly define our target. Our efforts in assisting residents depend significantly on the union of a diversity of other organizations that offer resources in an extensive spectrum.

Target Population

Outreach Strategies

Reaching out to our prospects, potential relations partners, influencers, and anybody we want to establish some connection with can contribute significantly to a diverse society.

The average individual intake assessment that we process every day, and we serve to estimate the average individual attended in our facility per day, reflects a substantial diversity.

Similarly, according to USDA, the Hunger Relief Program, which CCAP operates, cannot discriminate against individuals' social class or background ethic.

Churches and other organizations also serve as a channel of prospection to keep our constituents in various aspects.

Equity Action Plan

Most people served at CCAP are poverty-level low-income families at risk of homelessness and employment, 85% of whom are Hispanic and African American. The program's primary recipients are Hispanic/Latino (75%), Caribbean /Haitian (15%), and African American (10%).

We identify those we aid and aid independently of their ethnic groups. Depending on the level of necessity, certain services are provided as needed accordingly. We do not discriminate against their racial background. Instead, we serve all equally. CCAP staff continually receives diversity and inclusion training and is encouraged to adhere to the organization's policy. Our staff is proud of serving those individuals and is always willing to go the extra mile to help others.



CCAP wants to minimize homelessness. Due to the increasing number of people who are experiencing homelessness, CCAP intends to acquire a hotel to accommodate them and provide needed services with other registered partners and organizations. CCAP understands that homelessness is significantly deep-rooted by social issues such as domestic violence, drug abuse, immigration, poverty level, mental health, and discrimination against minorities.

CCAP projections are to keep working with sponsors and partners, offering diversified resources to meet their needs. We already count on Mental Health professionals on our site to provide counseling and workshop/groups through the Broken Wings organization.

Also, Nuevo Sendero Inc is attending women's domestic violence and sexual harassment cases. On the other hand, Osceola Council on Aging has been a long partner, continually receiving our housing and utility program referrals. Furthermore, the Kissimmee-Poinciana Outreach organization has been working with CCAP hand in hand for several years in providing hot food to high-risk individuals. Likewise, Iglesia Nueva Vida and its staff have been working tirelessly to supply clothing, haircuts, counseling, and worship to individuals affected by homelessness. Additionally, Mobile Shower Street Outreach is one of our significant sponsors who agreed to support our program with hot showers and washer and drier machines for high-risk homeless families and indigents.

Objectives & Activities

Projections

To continue alleviating the hunger among our residents, our long-lasting relationship and supporter, Second Harvest Food Bank, will continue providing us the food through our Food Pantry Site and Food Truck Program.

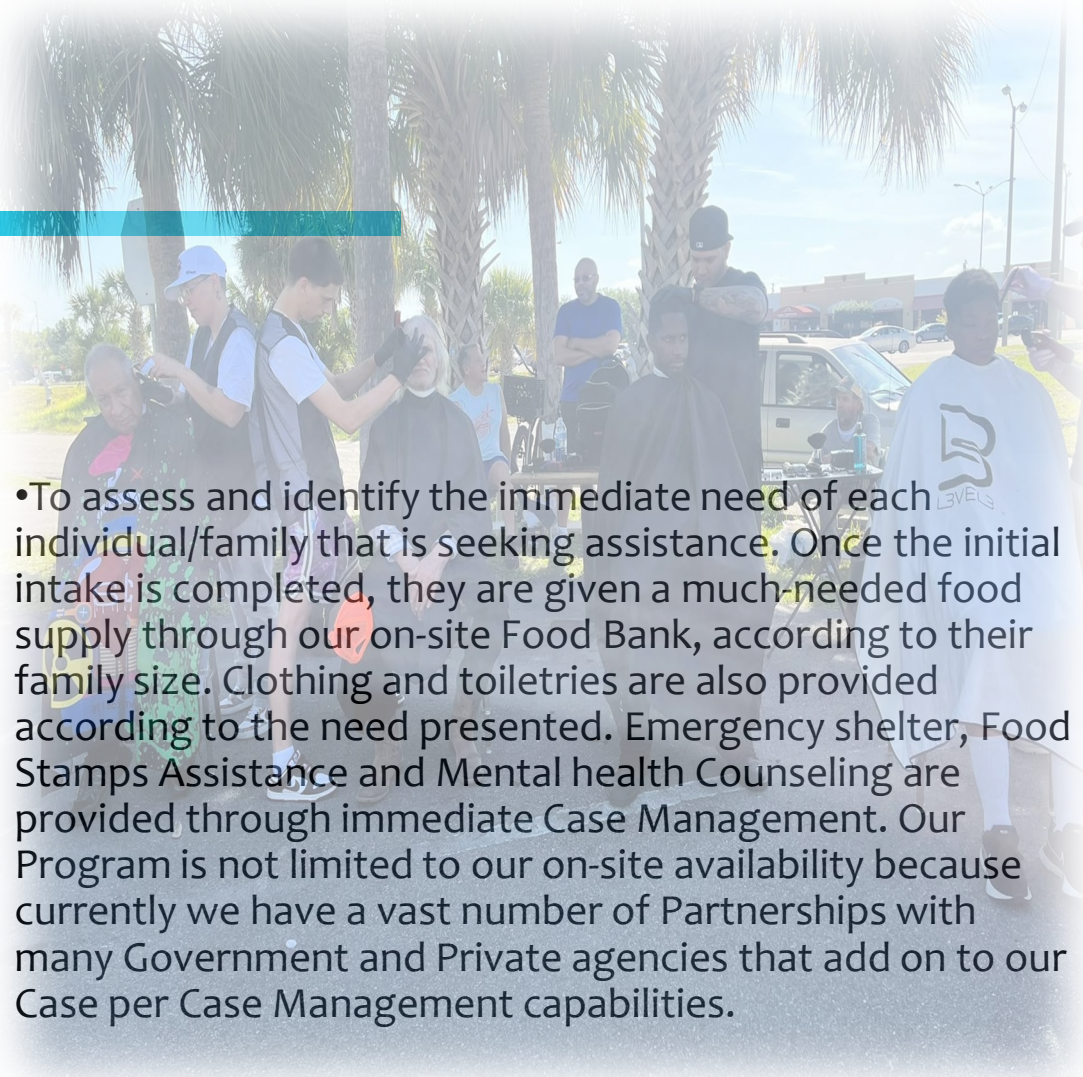
We are currently in conversation with many other Pastors of our community that demonstrated interest in partnering with us to be a bridge to channel other meaningful and reliable services and join CCAP in its mission.

Lastly, we partnered with Public Wireless LLC to provide tablets to eligible students and families to access education and literacy programs. Moreover, it gives every qualified low-resource indigent a Free Tablet and Free Wi-Fi to help them with job applications, governmental forms, health care, education, and family connections.

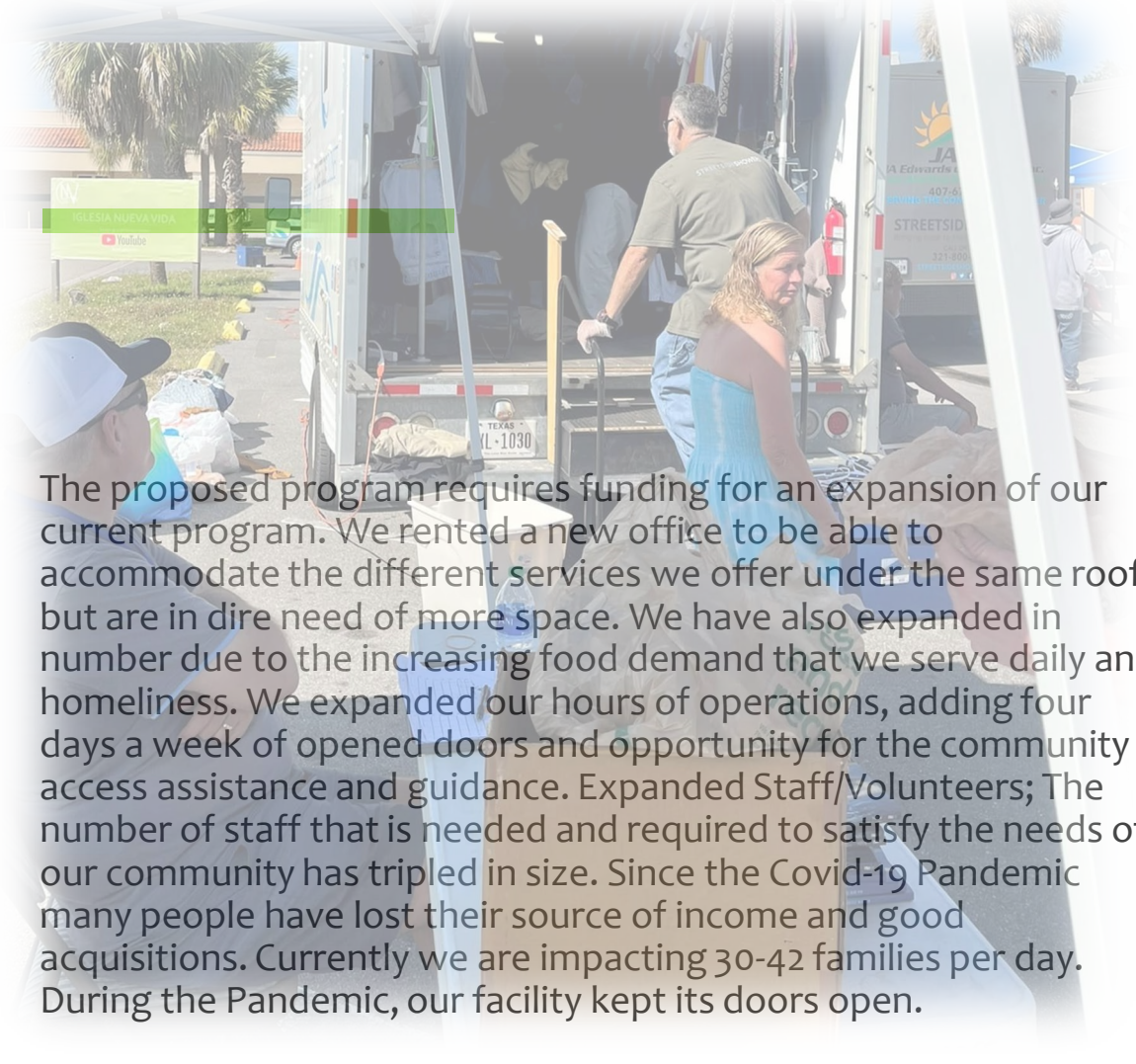
CCAP advocates for the well-being of all its constituents. CCAP seeks to increase its social assistance, such as a computer lab where residents can use them to fill out governmental forms, make copies, apply for Access and other benefits, and apply for jobs.

Operation Management

Purposes & Focus



•To assess and identify the immediate need of each individual/family that is seeking assistance. Once the initial intake is completed, they are given a much-needed food supply through our on-site Food Bank, according to their family size. Clothing and toiletries are also provided according to the need presented. Emergency shelter, Food Stamps Assistance and Mental health Counseling are provided through immediate Case Management. Our Program is not limited to our on-site availability because currently we have a vast number of Partnerships with many Government and Private agencies that add on to our Case per Case Management capabilities.



The proposed program requires funding for an expansion of our current program. We rented a new office to be able to accommodate the different services we offer under the same roof but are in dire need of more space. We have also expanded in number due to the increasing food demand that we serve daily and homeliness. We expanded our hours of operations, adding four days a week of opened doors and opportunity for the community to access assistance and guidance. Expanded Staff/Volunteers; The number of staff that is needed and required to satisfy the needs of our community has tripled in size. Since the Covid-19 Pandemic many people have lost their source of income and good acquisitions. Currently we are impacting 30-42 families per day. During the Pandemic, our facility kept its doors open.

Population Served - Homeless

Program	Objective	Strategic Plan	Services	Measure	Expected Outcomes
Homelessness	- To reduce Chronic Homelessness, protect and assist displaced families in enabling economic self-sufficiency. Provide food and meals to Extreme Poverty and Low-Income families/individuals according to their needs. - To reduce the amount of people living in the streets.	- Identify the immediate need, food, shelter, mental stability. - Register individual(s) into HMIS data base to produce the reports required by the Homelessness Prevention. - Food distribution from on site food bank according to family size. - Mental health counseling will be referred to partnering agencies.	- Assessment is done by the case manager, if identified considerable risk or special need. - Special dietary needs are considered upon request before grocery preparations. - Transitional emergency shelter is defined as temporary. Duration starts at one week and expires at 6 months.	75 homeless receive bag of groceries weekly. 65 individuals experiencing homelessness are attended every Thursday through the Mobile Shower Program. 12 indigents receive health screenings with a doctor on a monthly basis. 50 people receive barbering services.	45% of indigents will be allocated to housing units. 2% of participants will receive a detox program. 60% of people without housing will receive job assistance such as resume preparation, business attire, interview etiquette, and financial transportation costs during a job interview for success.

Population Served - Homeless

Program	Objective	Strategic Plan	Services	Measure	Expected Outcomes
Homelessness		• Detox is treatment offered if applicable to addicted to drugs or alcohol in order to stop. • If emergency shelter is needed, this will initiate the transition of those chronically homeless to temporary shelter or motel housing. • Personal care such as shower, washer/dryer machine, haircut, shaving, and hygiene products are offered to make them feel confident and raise their well-being weekly.	• To participate in any of the onsite services (excluding food), all participants will have to comply with certain requirements. An agreement of expectations and requirements will be drafted and signed between a counselor from our agency and the requesting participants. • To provide transportation to receive services in our operation center.	• 60 participants receive any other assistance with the documentation process, ID acquisition, printing, faxing services, and case management. • 72 individual living in the streets receive breakfast and hot meals to take out every Thursday.	• 50% of people under the homelessness program will remain in the designated housing units until three months to complete the mandatory job term and other specifications stipulated by the program.

Population Served - Households

Program	Objective	Strategic Plan	Services	Measure	Expected Outcomes
Hunger Relief	To reduce the number of individuals, families, elderly, and students who go to bed hungry.	- Identify the immediate need , safe and healthy food. - Intake assessment is performed by the receptionist. - Special dietary needs are considered upon request before grocery preparations.	- The families receive the Monthly Box of Blessings Program, which includes Fruits, Vegetables, Grains, Protein Foods, and Dairy. - Families benefit from the monthly Food Truck Program, including Fruits, Veggies, Grains, Proteins, and Dairy.	2,700 household benefit from the Box of Blessings monthly. 99 individuals verbally reported they improved their overall health (better control of diabetes).	90 % of families will eat a healthy, safe, balanced diet. 80% of families can pay utility bills by saving expenses with Hunger Relief Program and stabilizing family crisis.
Hunger Relief Youth Program	To minimize the side adverse of malnutrition in school-aged kids, build a more physically and intellectually healthy generation.	Students are known to be skeptical of receiving needy food at school to avoid bullying. For that reason, CCAP will provide food after school.	The student will receive groceries on a designated day only to avoid class absenteeism.	12 Former community service hour student have expressed interest in participating in the program.	CCAP will seek to partner with Osceola School District to offer its students the opportunity of benefiting from the Hunger Relief Program.

Population Served - Households

Program	Objective	Strategic Plan	Services	Measure	Expected Outcomes
Monthly Truck of Blessings	To assist low-income Osceola County residents with the acquisition of decent, healthy and safe food.	- Promotional material will be distributed on-site and on social media, and the information will be disseminated to food pantry beneficiaries. - Every participant will provide full name, address, and the number of households in a data sheet to report to USDA. - Kissimmee Police Department coordinates the traffic. It facilitates participants' prompt of service, preference, and security, expressed widely by constituents.	- The food truck is a food drive-based event. - Any Osceola low-income resident receives all kinds of food, such as Fruits, Vegetables, Dairy, Proteins, and Bakery products. - Any Osceola low-income resident receives food, such as Fruits, Vegetables, Dairy, Proteins, Meat, and Bakery products.	Every month CCAP serves 450-500 families who benefit from the program, including disabled, seniors, pregnant mothers, and school-aged children.	80% of residents will have access to food, especially aged people, single mothers, working class struggling with utilities and health expenses.

Population Served - Households

Program	Objective	Strategic Plan	Services	Measure	Expected Outcomes
Free Tablet with Free Wi-Fi	To aid students of eligible families by providing Free Tablets with Wi-Fi to avoid schoolwork delays or failure due to the lack of technology or Wi-Fi.	An adult requests the service and provides credentials for the intake process and approval.	All eligible students will receive a tablet with free Wi-Fi at our onsite facility.	17 individuals have applied for the device.	More clients are applying for the service and will benefit from the tablet program facilitating governmental paperwork processing and job seeking.



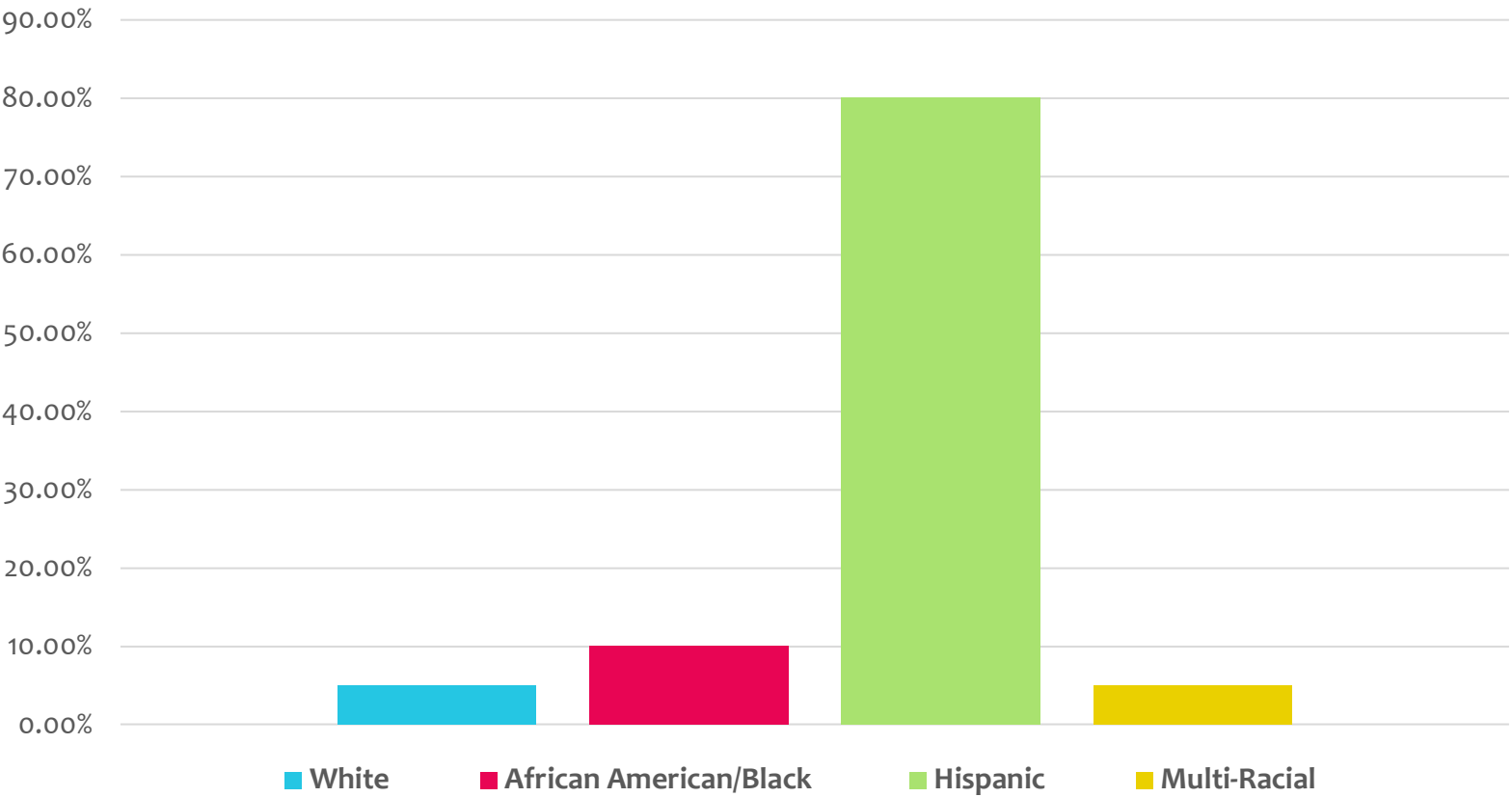
Hunger & Homelessness Relief

The projected number of new and returning participants/constituents yearly that will or receive services under the grant are 32,400.



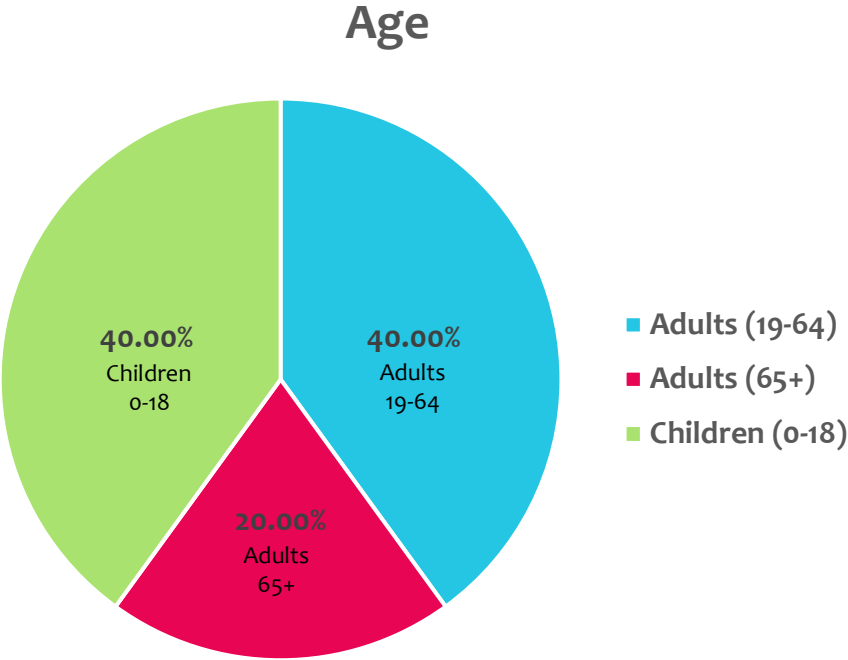
Population Served

Ethnic Background

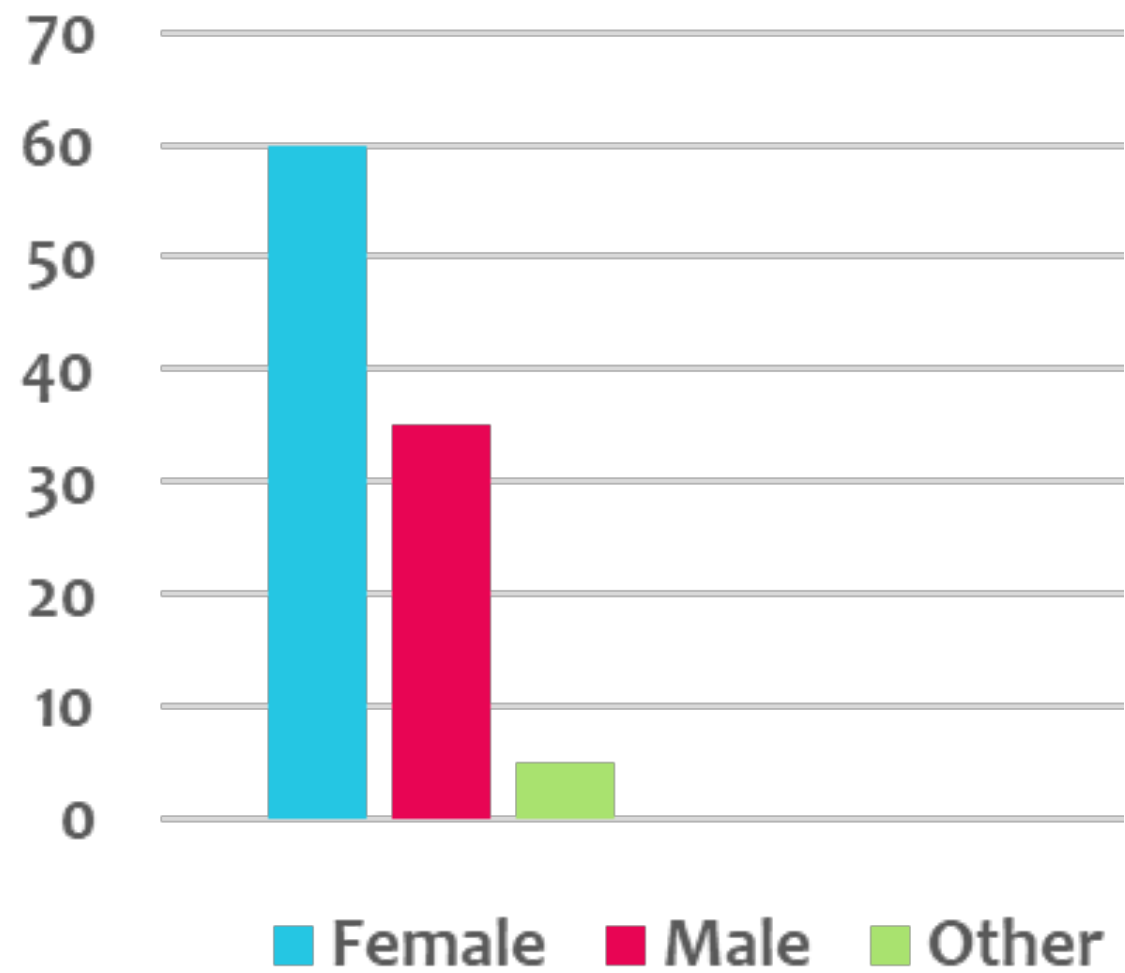


Population Served

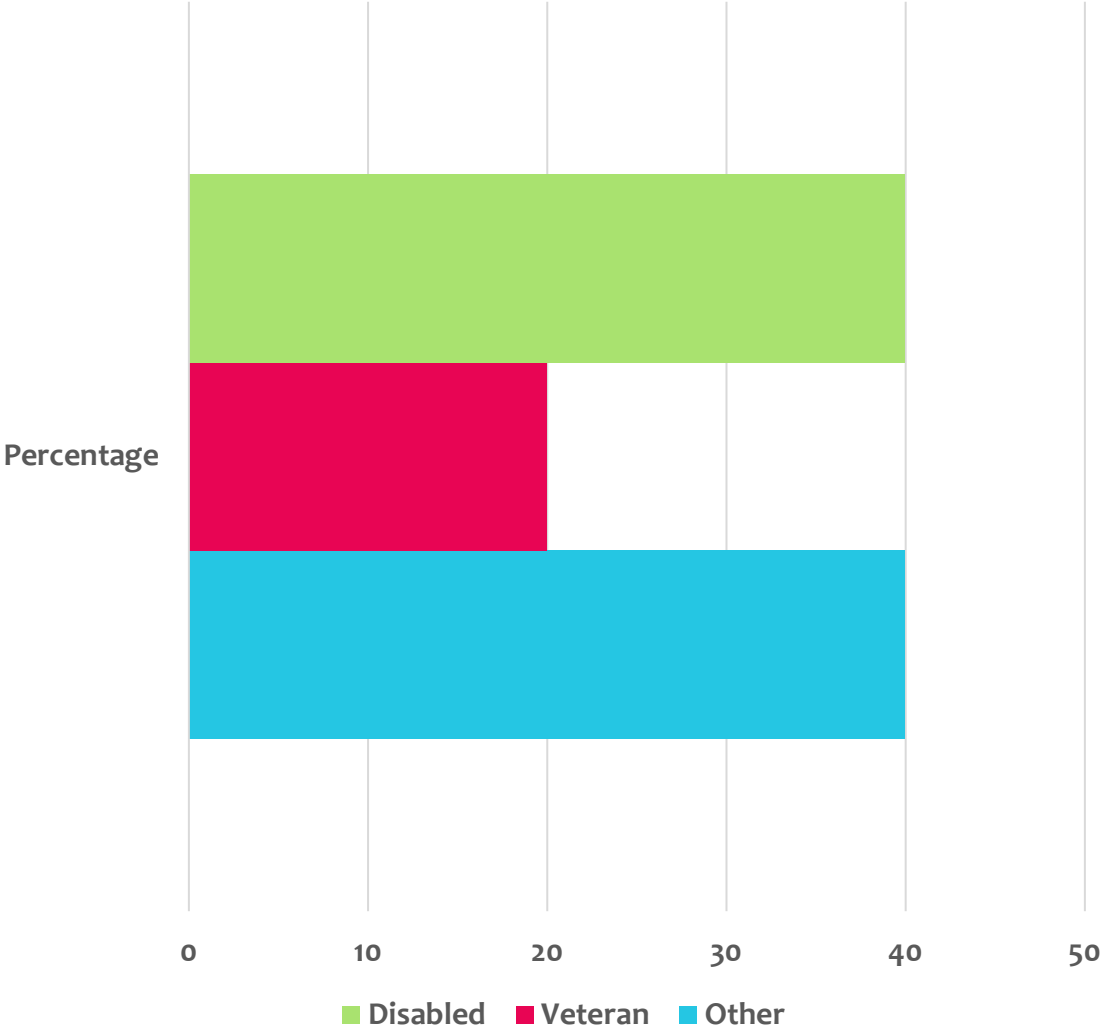
Feeding Students

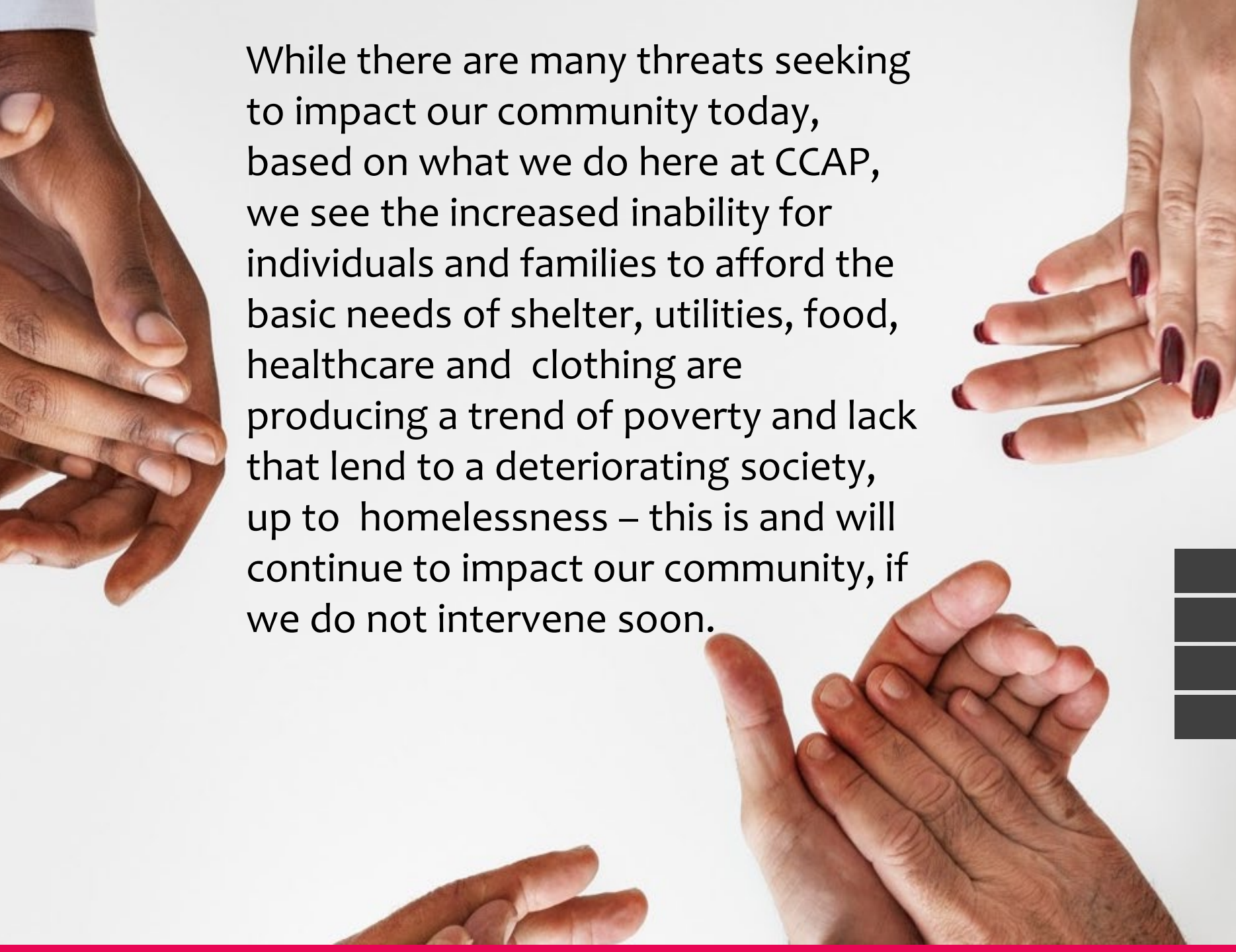


Population Served



Disabled & Veterans





While there are many threats seeking to impact our community today, based on what we do here at CCAP, we see the increased inability for individuals and families to afford the basic needs of shelter, utilities, food, healthcare and clothing are producing a trend of poverty and lack that lend to a deteriorating society, up to homelessness – this is and will continue to impact our community, if we do not intervene soon.



Thank You

Brian Valley



(407) 572-8023



ccapdonate@gmail.com



www.ccapflorida.org





MEETING MINUTES
SESSION OF THE KUA BOARD MEMBER INTERVIEWS
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 4, 2024 AT 5:00 PM

- 1. MEETING CALLED TO ORDER Members Present:** Vice-Mayor 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, Deputy City Clerk Tameara Crespo
Members Absent: Mayor-Commissioner Olga Gonzalez, Assistant City Manager Austin Blake

Vice-Mayor Castano called the meeting to order at 5:06 PM.

- 2. DISCUSSION ITEMS**

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

Vice-Mayor Castano welcomed each applicant and briefly explained the process. Each Commissioner introduced themselves and read a series of questions to each candidate.

5:00 P.M. Scott Grenald

Mr. Grenald's interview began at 5:07 p.m. He was asked a sequence of questions by the Commission regarding his previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should he be selected to serve on the Board. The applicant highlighted that he is a member of the City's historic preservation board and has had experience in previous city's serving on the planning and zoning board, events boards, and is looking to expand to KUA. He has been a City resident for three years. When responding to the Commission's questions regarding future objectives, Mr. Grenald does not believe KUA needs to make any changes.

5:15 P.M. - Felix Ortiz

Mr. Ortiz's interview began at 5:12 p.m. He was asked a sequence of questions by the Commission regarding his previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should he be selected to serve on the Board. He expressed that he possesses strong social and management skills; as a business man, he oversees a team of professionals. He identified that he prefers to look for solutions and not problems. Mr. Ortiz believes that KUA should remain resident focused and that they should continue to support local events. The applicant supports stabilized energy and fair values on utility bills.

5:30 P.M. - Melissa Thacker

Ms. Thacker's interview began at 5:17 p.m. She was asked a sequence of questions by the Commission regarding his previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should he be selected to serve on the Board. She expressed her background and skillset as a Senior Project Manager,

currently overseeing a budget in excess of KUAs. She supported the need for alternative energy and expressed a strong desire for the current generation to step up for the future generations in regards to renewal energy and green initiatives. Ms. Thacker listed a wide variety of involvements that KUA is currently sponsoring in the community, and seeks to continue to foster those public relationships. She indicated the need to continue managing and supporting the unprecedented growth in Kissimmee and would like to focus on maintaining affordability rates for citizens.

After holding a discussion, commission consensus was that Melissa Thacker was the most qualified candidate.

Commissioner Eady made a motion to appoint Melissa Thacker to the KUA Board of Directors. Commissioner Martinez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 4 - 0.

3. **ADJOURNMENT**

There being no further business to come before the Commission, Vice-Mayor Castano adjourned the meeting at 5:31 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 4, 2024 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Vice-Mayor Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez

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

Members Absent: Mayor-Commissioner Olga Gonzalez

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 2024 Fair Housing Drawing Contest

Commission recognition of the winners and participants in the 2024 Fair Housing Drawing Contest.

Housing Manager Frances DeJesus presented the Fair Housing Drawing Contest winners and participants. This contest highlights April's Fair Housing Month and focuses on anti-discrimination efforts. This year, the City asked residents of the Haven of Vine to participate in the contest. Adults who were present to receive their awards were Catherine Migala (1st Prize), Amy Migala (3rd Prize) and Krista Smith (2nd Prize). The Special Price Winner, Koda Sky Faison also received her award. Jude was a child participant in the contest and received a participation certificate as he posed for a photo.

Housing Manager DeJesus thanked the Osceola County Association of Realtors for their support and she looks forward to returning again next year to announce the winners.

3.B Employee of the Month for June

That the Commission join the City Manager in recognizing Shawnta Dillard of the Development Services as the Employee of the Month for June.

City Manager Steigerwald introduced Shawnta Dillard of the Development Services Department and reviewed the qualities and attributes which led to their nomination and selection as employee of the month. Shawnta is an Administrative Assistant in the very demanding division of Code Enforcement. 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 their peers from all departments in the City and there is no greater honor. Ms. Dillard announced she loves working for the City.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 24-01 - Amending the City's Lien Ordinance

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, CREATING DIVISION 4, LIEN POLICY; PROVIDING FOR THE ENFORCEMENT AND COLLECTION OF LIENS AND ASSOCIATED FEES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request approval of the Second and Final Reading of Proposed Ordinance #24-01.

City Attorney Sanchez de Fuentes read Ordinance # 3099 by title.

City Manager Steigerwald reminded the commission that this ordinance would update the lien search ordinance to adopt fees via a Resolution, and would also allow for the City Manager to create a policy to set forth requirements and procedures regarding waivers and requests for fine reductions. After holding the public hearing, staff recommends approval.

Vice-Mayor Castano announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to adopt Ordinance # 3099. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.B Public Hearing - Second and Final Reading - Proposed Ordinance #24-05 - Amending the Future Land Use Map designation from Mixed Use Vine (MU-V) to Industrial Business (IN): Grissom Lane and Kissimmee Executive Park Land Use Amendment - LUPA-24-0001

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

Approval of a City Initiated Land Use Amendment changing the Future Land Use Map designation from Mixed Use Vine (MU-V) to Industrial Business (IN) on approximately 27 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3100 by title.

Planning Manager Brenda Ryan reviewed the information attached to the agenda and explained this is a City-initiated request. The change is to facilitate a number of requests received to develop the remaining vacant parcels. After holding the public hearing, staff recommends approval.

Vice-Mayor Castano announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to approve the Final Reading of Ordinance # 3100. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.C Public Hearing - Second and Final Reading - Proposed Ordinance #24-06 - Repealing the Citizens' Police Review Board

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 11, CITIZENS' POLICE REVIEW BOARD, SECTIONS 2-364, 2-365, AND 2-366; AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance #24-06 repealing the Citizens' Police Review Board (CPRB).

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3101 by title.

City Manager Steigerwald explained that the Florida Legislature enacted a new bill making it illegal for City's to have review boards of this nature. A discussion was held about the differences between legal settlements and disciplinary information. City Attorney Sanchez de Fuentes stated that the City has not had any settlements for police misconduct and a settlement database would not necessarily reflect misconduct, nor would that type of litigation material be open to the public. City Manager Steigerwald confirmed that disciplinary records such as closed IA's are public records and can be obtained by citizens, though some information may be redacted. After holding the public hearing, staff recommends approval.

Vice-Mayor Castano announced the Public Hearing with no response from the audience.

Commissioner Martinez moved to approve the Ordinance # 3101. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

Tiffany Jeffers thanked the City and the Commission for the 2024 School of Government Program.

7. CONSENT AGENDA

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

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

Motion carried 4 - 0.

- 7.A Approval of City Commission Minutes from the May 21, 2024, Commission Workshop and Commission Meeting
Request Commission approval of the May 21, 2024, Commission Workshop and Meeting Minutes
- 7.B Donegan Corners Replat - Final Plat (DRC# SR-24-0004)
Approval of the final plat known as Donegan Corners Replat.
- 7.C Award of Florida Digital Services Technology Grant
Approval to accept the award of a Florida Digital Services Technology Grant from the State of Florida
- 7.D Approval of an Interlocal Agreement between School District of Osceola County and the City of Kissimmee for School Resource Officers
Approval of the Interlocal Agreement relating to School Resource Officers at each district public school (Contract #20240087).
- 7.E First Amendment for Engineering and Design services for Lancaster Ranch Park
Approval of the First Amendment to the Engineering and Design Services Agreement with AECOM Technical Services, Inc. (Contract 20240324) for additional engineering and design services related to the construction of Lancaster Ranch Park in the amount of \$941,897.
- 7.F Second revision to the Guaranteed Maximum Price for Lancaster Ranch Park
Approve the second revision to the Guaranteed Maximum Price (GMP) for Lancaster Ranch Park Phase 1A.
- 7.G KABOOM! Grant for Playground at Mill Slough Park
Approval to accept a "Build it with KABOOM!" grant for a new playground to be constructed at the Mill Slough Park and for the City Manager to sign and execute any documents related to the grant.

- 7.H Stormwater Asset Inventory Data Collection for Mill Slough and Bass Slough Basins
Approval of Task Work Order No. 5 to Michael Baker International, Inc. (Contract # 20230232) for Phase II of the Stormwater Asset Inventory Data Collection for the City's Mill Slough and Bass Slough Drainage Basins in the amount of \$280,237.00
- 7.I State Highway Lighting, Maintenance and Compensation Agreement
Approval to renew State Highway Lighting, Maintenance and Compensation Agreement Contract #20240362 between the City of Kissimmee and the Florida Department of Transportation (FDOT).
- 7.J Mill Slough Waterway Debris Removal Project Change Order No.1
Approval of Change Order No. 1 to amend the current contract price for the Mill Slough Debris Clearing project (contract # 20240222) from \$218,000 to \$247,000, for the cost of completing additional work to satisfy the grant requirements and award a \$3,300 Task Work Order for professional engineering services to Michael Baker International, Inc. (contract # 20230232).
- 7.K Easement Agreement between the City and Tohopekaliga Water Authority for Force Main
Approval of an Easement Agreement between the City of Kissimmee and Tohopekaliga Water Authority (Toho) for a new force main within city property located between Vine Street and Columbia Avenue.
- 7.L Building Division Budget Transfer to cover additional costs for new Permitting Center project
Approve budget transfer from the Building Fund to several other funds to complete the new Permitting Center project.
- 7.M Drainage Easement Agreement for Mosaic at Lake Toho
Approval of the Easement Agreement between Mosaic at Lake Toho, LLC and the City of Kissimmee.
- 7.N Utility Easement Agreement for Aston Square Development
Approval of a new Utility Easement Agreement between the City of Kissimmee and Aston Square Kissimmee MF, LLC (the developer).
- 7.O Tohopekaliga Water Authority Easement Agreement for Aston Square
Approval of a new Utility Easement Agreement between the City of Kissimmee and Tohopekaliga Water Authority (Toho) for the Aston Square development.
- 7.P A Resolution Establishing Service Fees and Charges for Lien Searches
Adoption of the Resolution establishing Service Fees and Charges for lien searches.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A Vine Street Community Redevelopment Agency (VSCRA) and GAI Consultants, Inc. Agreement for Vine Street CRA Master Plan Update, RFP2024-002
Approve the VSCRA and GAI Consultants, Inc., (contract #20240342) RFP2024-002 for Update of the Vine Street CRA Master Plan Agreement and authorize the Economic Development Director to add any additional services to the scope of work not to exceed \$150,000.

CRA Manager Samia Singleton expressed that the Master Plan Agreement has not been updated for the past ten years. Due to all of the priority projects approved and

those that are currently underway, now is a good time to seek an updated Master Plan. This new Master Plan will propose the improvements for the next ten years. Staff is recommending approval.

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

AYE: Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Kissimmee Utility Authority (KUA) Board Appointment

Review the applications and qualifications of the recommended candidates (Scott Brian Gerald, Felix Ortiz, and Melissa Thacker) in order to fill the upcoming vacancy on the Kissimmee Utility Authority (KUA) Board.

City Manager Steigerwald announced the decision of the Commission at a Special Meeting that took place today at 5:00 p.m. Melissa Morgan Thacker was appointed to the KUA Board by the City Commission. Commissioner Martinez stated all of the candidates were strong but Ms. Thacker had the most experience.

8.C Annual Advisory Board vacancies with terms ending May 31, 2024

The Commission is requested to appoint or reappoint members to fill vacancies for boards with terms ending May 31, 2024.

Commissioner Alvarez made a motion to reappoint Maria Lebron to the Historic Preservation Board. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald announced that tomorrow, June 5, 2024 at 5:30 p.m. the Downtown CRA is hosting a Branding Workshop at the Civic Center. He also announced that on Saturday, June 15, 2024, the City will celebrate its Juneteenth Festival with activities outside at the Civic Center from 12:00 p.m. to 4:00 p.m.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Eady commended the staff on the recent Pride Fest Event. She announced that she plans to host an event at Chambers Park for the African American Ministers and Leaders in the community. She is requesting commission approval to use \$250 towards food for the event.

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

Motion carried 4 - 0.

Commissioner Alvarez encouraged the community to come out to the CRA Event at the Civic Center tomorrow night.

Commissioner Martiez prompted a discussion between the board and staff regarding increasing social service funds beyond \$300,000. Currently, staff is in the process of balancing the budget and can look for additional avenues to make this happen if it is commission consensus. Public safety would not be impacted. City Manager Steigerwald indicated there is no need to vote, he will prepare budget recommendations based on the five-year projections, and will present those at the Budget Workshop in July. Commissioner Eady and the City Manager discussed millage and the health of the City's reserve account.

Commissioner Martinez additionally requested staff to look into salary increases for the Commissioners. Commissioner's salaries are dictated by the City Charter. In order to amend the City Charter, an ordinance would have to pass First and Second Reading, and then it would need to go on the ballot for the vote of the general public. The City Clerk will investigate the ballot deadlines with the State of Florida for both the General and Primary Election. Commission consensus was received to move forward. The Commission additionally discussed possibilities to receive a one-time bonus payment. City Manager Steigerwald recommended a future workshop to discuss these matters in addition to pension options that were previously addressed in the Commission Retreat.

Vice-Mayor Castano stated the presentations by the non-profits were very beneficial.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:41 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Interlocal Agreement for FIRE/EMS Service for a portion of Unincorporated Osceola County.

Request

Approval of Contract #20240370, the updated Interlocal Agreement between City of Kissimmee and Osceola County relating to the Kissimmee Fire Department (KFD) providing Fire and EMS services in the unincorporated areas of Osceola County identified within the attached agreement. This Agreement begins in FY25 with a Base Cost Share of \$2,419,656.20 annually. Osceola County's fee shall be paid quarterly and will be the Base Cost Share minus any EMS collections in the defined service area.

Explanation

KFD has been providing Fire and EMS response services to unincorporated Osceola County areas since this Agreement's initial version was signed in 2004. There were then and continue to be areas of the County that are in closer proximity to the City fire stations than County fire stations; therefore, this Agreement was made. The original Agreement called for the County to pay the City \$500,000 annually (billed quarterly) minus a portion of the EMS transport fees the City collected for the incidents in the Agreement areas. In 2016, the Agreement was updated to an increased fee of \$600,000 annually and did not include an EMS transport fee offset.

This new agreement returns the EMS transport fee offset, but increases the base fee to \$2,419,656.20 in FY25 with a 3% annual increase. The term of this agreement is 5 years, with the ability for either party to terminate the agreement with or without cause with at least 180 days notice. The service area boundary is illustrated on the map at the end of the Agreement.

Recommendation

Approval of the updated Interlocal Agreement between City of Kissimmee and Osceola County relating to the Kissimmee Fire Department (KFD) providing Fire and EMS services in the unincorporated areas of Osceola County identified within the attached agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S) Interlocal Agreement Between City of Kissimmee and Osceola County for FireEM-EMS Service

**INTERLOCAL AGREEMENT
BETWEEN OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE CITY OF KISSIMMEE PROVIDING FOR FIRE/EMS SERVICE
FOR A PORTION OF OSCEOLA COUNTY**

THIS AGREEMENT is made and entered into this _ day of _____, 2024, by and between **OSCEOLA COUNTY** ("COUNTY"), a political subdivision of the State of Florida, and the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida., ("CITY").

RECITALS

WHEREAS, Section 163.01, Florida Statutes, known as "the Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY and CITY deemed it to be in the best interest of the citizens of Osceola County, Florida to enter into an Agreement on or about November 24, 2003 to provide Fire/EMS services in a defined service area to both COUNTY and CITY residents, an Agreement which was subsequently amendment on August 1, 2006, and on November 1, 2006, and on April 17, 2017, and on March 8, 2021; and

WHEREAS, the parties desire to modify the terms of the existing Agreement, and replace it in its entirety by this Agreement as of the effective date, as to enable both parties to continue to enjoy the mutual benefits it provides, any references to the original Agreement in the Mutual Aid Agreement shall apply to this Agreement; and

WHEREAS, the COUNTY agrees to pay the CITY for those services rendered by the CITY in this Agreement.

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

Section 1. Recitals. The above-stated whereas clauses are true and correct and incorporated herein as if restated in the body of this Agreement.

Section 2. Effective Date and Term. This Agreement shall be effective October 1, 2024 (Fiscal Year 25) and shall remain in effect until September 30, 2029. Either party may terminate this agreement with or without cause, at any time with one-hundred and eighty (180) days written notice.

Section 3. Scope of Services. The CITY shall provide all Fire/EMS response services, including but not limited to vehicle fires, motor vehicle accidents, entrapments, hazmat, and automatic fire alarms in the defined service area. The Standard of Service shall be equal to or exceed COUNTY standards, including crew size and qualifications, dispatch and response times, and on-scene time. Fire Prevention services (Fire & Life Safety Inspections and Public Education)

shall continue to be covered by the COUNTY.

Section 4. Defined Service Area. The area of unincorporated Osceola County identified in this Agreement is delineated by the map and legal description attached as "Exhibit A" entitled "Defined Service Area" and incorporated herein by this reference.

Section 5. Fee for Services

A. The COUNTY agrees to pay the CITY in accordance with the schedule identified in "Exhibit B" entitled "Payment for Services." The COUNTY's fee shall be the Base Cost Share minus any EMS collections in the defined service area.

B. Payments shall be made every quarter in accordance with the process identified in "Exhibit B".

Section 6. Audit. The CITY shall keep books, records, and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. Books, records, and accounts associated with 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 CITY, for five (5) years after termination or completion of the Agreement.

Section 7. Reports. The CITY shall provide to the COUNTY the following quarterly reports with each billing invoice:

A. Total incidents by Type: A summary report containing the number of Fire Incidents within the defined service area summarized by the first and second digits of the Incident Type as defined by the National Fire Incident Reporting System ("NFIRS") Incident Type category.

B. Total Amount Billed for EMS Transports: A summary report of the total amount billed for EMS transports.

C. Total Amount Collected for EMS Transports: A summary report by incident number of the total amount collected for EMS transports.

D. Detailed report listing the following incident information:

1. Date of incident
2. Incident number
3. Incident address
4. EMS transport mode (ALS or BLS)
5. Units Assigned
6. Mutual Aid Indicator: Incidents where Mutual Aid units were received within the defined service area shall be highlighted and display the name of the agency that provided aid.

Section 8. Mutual Aid and Joint Response Agreement. This Agreement shall not affect any existing or future Mutual Aid or Joint Response Agreements between the COUNTY and the CITY.

Section 9. Recording. The COUNTY shall record a duly executed copy of this Agreement in the Official Records of Osceola County, Florida.

Section 10. Entirety of Agreement. This Agreement represents the entire understanding between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, and negotiations between the parties pertaining to the provision of Fire/EMS services provided by the CITY for the defined service area.

Section 11. Alterations, Variations, Modifications. Any alterations, variations, modifications, waivers, or provisions of this Agreement shall be made in writing and signed by all parties. In the event of a change in any applicable law or regulation that invalidates or alters any provision of this Agreement, the parties hereby agree to renegotiate such provisions in order to bring the Agreement into conformity with such change.

Section 12. Governing Law and Venue. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue for any legal action relating to the interpretation or enforcement of this Agreement shall be Circuit Court in and for Osceola County or the United States District Court for the Middle District of Florida, Orlando Division, as appropriate. Each party agrees to waive their right to a jury trial. The Parties further agree to negotiate in good faith any dispute that may arise at the management level of each respective government, and if not resolved, the provisions of Chapter 164, Governmental Disputes, Florida Statutes, may be invoked by either party.

Section 13. Disclaimer of Third-Party Beneficiary. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

Section 14. Independent Contractor Status. This Agreement does not create an employee/employer relationship between the parties. Persons employed by CITY in the performance of services and functions pursuant to this Agreement are not employees or agents of COUNTY, nor do these employees have any claims to wages, social security, pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 15. Strict Compliance, Waiver. Failure of the COUNTY or CITY to insist upon strict compliance and or performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition or right of election, but same shall remain in force and effect.

Section 16. Termination. Either party may terminate this agreement with or without cause, at any time with one-hundred and eighty (180) days written notice. In the event of termination, the COUNTY shall pay for services rendered, prorated in the billing period up to the termination date, and the CITY shall give credit for any revenue collected for EMS billings up to the termination date. The CITY shall not be obligated to provide the COUNTY any revenue

collected after three (3) months after the Agreement's termination date for EMS billings that occurred while the Agreement was active.

Section 17. Assignment of Rights. Neither party shall assign, delegate, or otherwise transfer its rights and obligations set forth in this Agreement to any other entity without the prior written consent of the other party. None of the provisions of this Agreement shall be construed to give any legal or equitable right, benefit, remedy, or cause of action to anyone other than the parties to this Agreement.

Section 18. Notices. All notices required to be given under this Agreement shall be sufficient only if sent in writing and be deemed to be delivered when (a) hand-delivered to the individual designated below or (b) upon receipt of such notice when deposited in the United States mail, postage, pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth below, or such address as the party shall have specified by written notice to the other party, as provided herein:

For CITY: City Manager's Office
 101 Church Street
 Kissimmee, Florida 34741

For COUNTY: County Manager's Office
 1 Courthouse Square, Suite 4700
 Kissimmee, Florida 34741

Section 19. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, it shall be severable from the remaining covenants, and the parties intend the remainder to be effective.

Section 20. Joint negotiation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that counsel may have prepared it for one of the parties, it is recognized that both parties, the CITY and COUNTY, have contributed substantially and materially to the preparation hereof.

Section 21. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be original, but all counterparts shall together constitute the same instrument.

Section 22. Sovereign Immunity. Nothing contained in this Agreement shall be construed or interpreted as denying any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver, express or implied, of either party's sovereign immunity or the assumption of liability in excess of that allowed under Section 768.28, Florida Statutes, as may be amended from time to time, regardless of whether such claim is based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

IN WITNESS WHEREOF, CITY and COUNTY have caused this AGREEMENT to be duly executed through their authorized representative on the respective dates set forth below.

CITY OF KISSIMMEE

Mayor

ATTEST:
CITY OF KISSIMMEE CITY CLERK

By: _____
Clerk/Deputy Clerk

**OSCEOLA COUNTY BOARD OF COUNTY
COMMISSIONERS**

Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: _____
Clerk/Deputy Clerk of the Board

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

EXHIBIT "A"
Defined Service Area for the City of Kissimmee
to Provide Fire/EMS Services within Osceola County, Florida

Legal Boundaries

LEGAL DESCRIPTION
(County Service Area 1)

A parcel of land being a portion of Section 15, Township 25 South, Range 29 East, Osceola County, Florida, all Plat Book and Pages and Official Record Book and Pages referenced within this legal are all found in the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin the Intersection of the West Right of Way line of U.S. Highway 17-92 and a point being the Westerly extension of the North line of Lot 1, Block CC, COLONIAL ESTATES, according to Plat Book 1, Page 207; thence South, along said West Right of Way line to a point on the South line of FLORIDA HOSPITAL KISSIMMEE Plat Book 21, Page 35; thence departing said West Right of Way line, run four (4) courses, along the boundary line of Lot 2 of said FLORIDA HOSPITAL KISSIMMEE, to a point on the South line of PARK PLACE, Plat Book 4, Page 163, said boundary also being described in a Quit Claim Deed recorded in Official Records Book 4097, Page 2043; continue around the boundary line of said Warranty Deed, to a point on the North Right of Way line of Park Place Boulevard; thence Westerly, along said North Right of Way line, to a point on the West Right of Way line of Executive Drive, according to the Plat of said PARK PLACE, thence Northwesterly, along said West Right of Way line, to a point on the North line of PARK PLACE REPLAT, Plat Book 7, Page 110; thence departing said West Right of Way line, run Westerly, along said North line, to the West line of Lot 1, of said PARK PLACE REPLAT; thence Southerly, along said West line, to a point on the North Right of Way line of Park Place Boulevard; thence departing said West line, run West, along said North Right of Way line, to a point on the West line of Section 15, Township 25 South, Range 29 East; thence departing said North Right of Way line, run South, along said West line, to a point on the South Right of Way line of Park Place Boulevard; thence East, along said South Right of Way line, to a point on the West line of Lot 6, PARK PLACE UNIT II, Plat Book 4, Page 185; thence Southerly and Easterly, along the boundary line of said Lot 6, thence continue Easterly, along the Southerly boundary line of a Special Warranty Deed recorded in Official Records Book 4741, Page 1057 and Official Records Book 3486, Page 2876, to a point on the West boundary line of a Special Warranty Deed recorded in Official Records Book 4471, Page 2320; thence departing the South line of ORB 3486, Page 2876, run South, along the boundary line of said ORB 4471, Page 2320, to a point on the North line of DELLWOOD PARK, Plat Book 1, Page 320; thence East, along said North line and the extension of said North line, to a point on the West Right of Way line of U.S. Highway 17-92; thence departing said West Right of Way line, run Northeasterly, to a point of intersection with the East Right of Way line of Old Dixie Highway and the North Right of Way line of Benita Street; thence departing said East Right of Way line, run East, along the North Right of Way line of Benita Street, to a point on the East Right of Way line of

Brack Street; thence departing said North Right of Way line, run North, along the East Right of Way line of Brack Street & Old Dixie Highway, to a point on the South boundary line of a Warranty Deed recorded in Official Records Book 983, Page 904; thence the following three (3) courses along said boundary line; thence departing said East Right of Way line, run East to the Southeast Corner of said deed; thence North, to the Northeast Corner of said deed; thence West, along the North boundary line, to a point on the East Right of Way line of Old Dixie Highway; thence North, along said East Right of Way line, to a point on the South boundary line of Parcel 2 in Warranty Deed recorded in Official Records Book 5345, Page 831; thence departing said East Right of Way line, run East, along the South line of said deed Parcel 2; thence departing said South line, run North, along the East boundary of said Parcel 2 deed, to the South Right of Way line of the Unnamed Road; thence West along the North boundary of said Parcel 2 deed to the East Right of Way line of Old Dixie Highway; thence North along said East Right of Way line to the Easterly extension of the North line of Lot 1, Block CC, COLONIAL ESTATES, according to Plat Book 1, Page 207; thence West along said North and the North line of said Lot 1, Block CC to the Point of Beginning.

LEGAL DESCRIPTION

(County Service Area 2 – Parcel 1)

A parcel of land being a portion of Sections 10, 11, 14 and 15, Township 25 South, Range 29 East, Osceola County, Florida, all Plat Book and Pages and Official Record Book and Pages referenced within this legal are all found in the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Northeast corner Lot 30, GILCHRIST 2ND ADDITION, according to Plat Book 1, Page 65; thence South to the Southeast corner of Lot 31, GILCHRIST 2nd ADDITION; thence East to the Northeast corner of Lot 39, GILCHRIST 2nd ADDITION; thence South to the Southeast corner of Lot 39, GILCHRIST 2nd ADDITION; thence West to the Southwest corner of Lot 39, GILCHRIST 2nd ADDITION; thence South to the Southeast corner Lot 50, GILCHRIST 2nd ADDITION; thence West to the Southwest corner of Lot 50, GILCHRIST 2nd ADDITION, said point also being the East Right of Way line of Smith Street; thence South along said East Right of Way line to the Northwest corner of Lot 60, GILCHRIST 2nd ADDITION; thence East along the North line of Lots 60 and 61, GHILCHRIST 2nd ADDITION to the Northeast corner of said Lot 61, said point also being the West Right of Way line of Ross Street; thence South along said West Right of Way line to the Southeast corner of Lot 6, GILCHRIST ADDITION, according to Plat Book 1, Page 64A; thence West to the Southwest corner of said Lot 6; thence South to the Northwest corner of Lot 19, GILCHRIST ADDITION; thence East to the Northeast corner of said Lot 19; thence South to the Southeast corner Lot 22, GILCHRIST ADDITION; thence West to the Southwest corner of said Lot 22; thence South to the Southeast corner of Lot 28, GILCHRIST ADDITION; thence West to the Southwest corner of said Lot 28, said point also being the East Right of Way line of Smith Street; thence South along said East Right of Way line to the Southwest corner of Lot 36, GILCHRIST ADDITION; thence East to the Southeast corner of said Lot 36; thence South to the Northwest corner of Lot 1, Block 3, GILCHRIST 3rd ADDITION,

according to Plat Book 1, Page 65A; thence South to the Southeast Corner of Lot 3, Block 3, GILCHRIST 3rd ADDITION; thence West, to the Southwest Corner of said Lot 3, Block 3 and the East Right of Way line of Smith Street; thence South, along said East Right of Way line, to the Northwest Corner of Lot 17, BENITA PARK UNIT II, Plat Book 2, Page 134; thence departing said East Right of Way line, run East, along the North line of said BENITA PARK UNIT II, to the West line of Tract A, ROYALE OAKS PHASE 1, Plat Book 5, Page 149; thence departing said North line, run Southwesterly, along said West line, to the North line of COUNTRY WALK, Plat Book 7, Pages 182-183; thence departing said West line, run East, to the Northeast Corner of Lot 29, of said COUNTRY WALK; thence departing said North line, run North, to the Northwest Corner of the South 89.00 feet of Lot 3, Block B, OSCEOLA ACRES SECOND ADDITION, Plat Book 1, Page 420; thence East, to the Northeast Corner of the South 89.00 feet of Lot 3, Block B of said OSCEOLA ACRES SECOND ADDITION, said point also being the West Right of Way line of Apache Avenue; thence South, along said West Right of Way line, to a point being a Westerly extension of the North line of the South 42.20 feet of Lot 3, Block A, of said OSCEOLA ACRES SECOND ADDITION; thence departing said West Right of Way line, run East, along said North line, to the Northeast Corner of the South 42.20 feet of said Lot 3, Block A; thence North, along the West line of OAK GROVE EAST, Plat Book 2, Page 85, to the South Right of Way line of Cherokee Drive; thence East, along said South Right of Way line, to the East line of said OAK GROVE EAST; thence departing said South Right of Way line, run South, along said East line, to a point on the Southwest Corner of MICHIGAN OAKS, Plat Book 29, Page 168; thence East, to the West Right of Way line of Michigan Avenue; thence North, along said West Right of Way line, to the North Right of Way line of Seminole Drive, thence West, along said North Right of Way line, to the Southwest Corner of Lot 11, Block C of OSCEOLA ACRES, Plat Book 1, Page 392; thence departing said North Right of Way line, run North, to the Northwest Corner of said Lot 11; thence East, to the Northeast Corner of Lot 12, Block C of said OSCEOLA ACRES; thence North, to the Northwest Corner of said Lot 1, said point also being the South Right of Way line of Shawnee Drive; thence East, along said South Right of Way line, to the West Right of Way line of Michigan Avenue; thence departing said South Right of Way line, run North, along said West Right of Way line, to the South Right of Way line of Donegan Avenue; thence departing said West Right of Way line, run East, to the East Right of Way line of Michigan Avenue; thence North, along said East Right of Way line, to the Northwest Corner of SHAYNA'S CORNER, Plat Book 9, Page 139; thence departing said East Right of Way line, run East, to the Northeast Corner of said SHAYNA'S CORNER; thence South, to the Northwest Corner of SWEETWOOD COVE, Plat Book 2, Page 199, said point also being on the North line of Section 14, Township 25 South, Range 29 East; thence East, along said North line, to the West line, of MILL RUN UNIT 3, Plat Book 2, Page 241; thence North, along said West line, to the Southeast Corner of CYPRESS ARBOR, Plat Book 4, Page 96; thence West, along the South line of said CYPRESS ARBOR, to the East Right of Way line of Michigan Avenue; thence North, along said East Right of Way line, to the North line of said CYPRESS ARBOR; thence departing said East Right of Way line, run East, along said North line, to the West line of MILL RUN UNIT 3, Plat Book 2, Page 241; thence North, along said West line, to the North line of said MILL RUN UNIT 3; thence East, along said North line, to the West line of MILL RUN UNIT 5,

Plat Book 4, Page 102; thence Northerly, along said West line, to a point on the South Right of Way line of Oak Valley Drive; thence departing said South Right of Way line, run Northeasterly, to the North Right of Way line of Oak Valley Drive, said point also being the Southwest Corner of Lot 29 of MILL RUN UNIT 5; thence departing said North Right of Way line, continue Northeasterly, along said West line of MILL RUN UNIT 5 and the West line of MILL RUN UNIT 7, Plat Book 4, Page 161, to the Northwest Corner of Lot 90, of said MILL RUN UNIT 7, said point also being the North line of MILL CREEK WOODS, Plat Book 2, Page 240; thence West, along said North line and the North line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 25 South, Range 29 East to the East Right of Way line of Wells Avenue; thence South along said East Right of Way line to the South Right of Way line of Cedar Street; thence West along said South Right of Way line to the East Right of Way line of Michigan Avenue; thence South along said East Right of Way line to the Easterly extension of the South line of lands described in Special Warranty Deed recorded in Official Records Book 6307, Page 711; thence West along said South line to the Westerly Right of Way line of Central Florida Commute Rail Transit Railroad-Sunrail; thence South along said West Right of Way line to the South Right of Way line of Donegan Avenue; thence West along said South Right of Way line to the East line of MBS INDUSTRIAL, according to Plat Book 20, Page 6; thence South along said East line to the Southeast corner of said MBS INDUSTRIAL; thence East along an Easterly extension of the South line of said MBS INDUSTRIAL to the West Right of Way line of Central Florida Commute Rail Transit Railroad-Sunrail; thence South along said West Right of Way line to the South line of the Easterly extension of Lot 25, GILCHRIST 2ND ADDITION, according to Plat Book 1, Page 65; thence West along the South line extension and the South line of Lots 22 through 25 of said GILCHRIST 2ND ADDITION to the Point of Beginning.

LESS Legal from Official Records Book 1400, Page 354:

From the Southeast Corner of Section 10, Township 25 South, Range 29 East, Osceola County, Florida, run N00°07'50"E, along the East line of said Section 10, a distance of 1055.33 feet; thence N89°59'23"W, a distance of 40 feet to the West Right of Way line of Michigan Avenue and the Point of Beginning; continue thence N89°59'23"W, a distance of 300.80 feet; thence N00°00'37"E, a distance of 263.97 feet; thence S89°58'48"E, a distance of 63.83 feet to the said West Right of Way line of Michigan Avenue; thence S00°07'50"W, along said West Right of Way line, a distance of 257.18 feet to the Point of Beginning (less the Easterly 13 feet). A/K/A Michigan Avenue Industrial Park, Block B, Lot 1.

LEGAL DESCRIPTION

(County Service Area 2 – Parcel 2)

A parcel of land being a portion of Section 13, Township 25 South, Range 29 East, Osceola County, Florida, all Plat Book and Pages and Official Record Book and Pages referenced within this legal are all found in the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Tract B, OSCEOLA MEMORY GARDENS UNIT 2, according to Plat Book 7, Page 1; thence East along the North Right of Way line of Old Boggy Creek Road to the Westerly Right of Way line of Florida's Turnpike/State Road 91; thence North along said Westerly Right of Way line to the South line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 25 South, Range 29 East; thence West along said South line to the Northeast corner of SHADOW OAKS SUBDIVISION, according to Plat Book 2, Page 216 thence North along the West boundary line of land described in a Warranty Deed as record in Official Records Book 2712, Page 342 to the North line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 13; thence West along said North line to the Southwest corner of OAKBROOK ESTATES, according to Plat Book 11, Page 182; thence South along the West line of said Section 13 to the Point of Beginning;

LEGAL DESCRIPTION
(County Service Area 3)

A parcel of land being a portion of Sections 2, 3, 4, 9, 10, 15 and 16, Township 25 South, Range 29 East, Osceola County, Florida, all Plat Book and Pages and Official Record Book and Pages referenced within this legal are all found in the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Northeast Corner of Section 5, Township 25 South, Range 29 East, said point also being the Northeast Corner of LOOP WEST, Plat Book 20, Pages 164-166; thence South, along the East line of said Section 5, to a point on the North Right of Way line of Osceola Parkway; thence departing the East line of said Section 5, run East, to the intersection of Osceola Parkway & Thacker Avenue, thence departing said Right of Way, run Southerly, to the intersection of Osceola Parkway and the Northwest Corner of Lot 1, OSCEOLA CORPORATE CENTER - REPLAT EIGHT, Plat Book 20, Pages 111-112; thence South, along the West line of the following three (3) Plats OSCEOLA CORPORATE CENTER - REPLAT EIGHT, Plat Book 20, Pages 111-112, OSCEOLA CORPORATE CENTER - REPLAT TWENTY, Plat Book 21, Pages 135-137 and MONTEROSSO - OSCEOLA CORPORATE CENTER Plat Book 29, Pages 49-50 and Southerly extension of the West line of these plats, to a point on the North line of Section 9; thence East, along said North line, to the Northeast Corner of REGATTA BAY Plat Book 15, Pages 31-32; thence South, along said East line of REGATTA BAY, to the Southeast Corner of said Plat; thence departing said East line, run West, along the South line of REGATTA BAY and JOHN YOUNG BUSINESS PARK UNIT THREE, Plat Book 19, Page 132, to the East Right of Way line of John Young Parkway; thence South, along the East Right of Way line, to a point on the South line of the boundary line of a Special Warranty Deed recorded in Official Records Book 2306, Page 2608; thence departing said East Right of Way line, run East, along said South boundary line, to the Southeast Corner of said Special Warranty Deed; thence departing said Southeast Corner, run along the East boundary line of a Special Warranty Deed recorded in Official Records Book 6117, Page 2036, to a point on the North Right of Way line of Carroll Street; thence West, along Carroll Street according to the boundary line of said Special Warranty Deed, to a point on the East Right of Way line of John Young

Parkway; thence departing said North Right of Way line, run South, to a point on the South Right of Way line of Carroll Street; thence East, along said South Right of Way line, to a point on the East line of BERMUDA BAY, Plat Book 5, Page 18; thence departing said South Right of Way line, run South, along said East line, to a point on the South Right of Way line of Biscayne Terrace; thence departing said East line, run East, along said South Right of Way line, to a point on the West Right of Way line of Coral Avenue; thence departing said South Right of Way line, run South, along said West Right of Way line, to a point on a line, being an extension of the North Right of Way line of Jackson Avenue and the South boundary line of a Deed recorded in Official Records Book 320, Page 275; thence departing said West Right of Way line, run West, along the South boundary line of said Deed, to the Southwest Corner of said Deed, thence departing said South boundary line, run South, along the West boundary line of a Special Warranty Deed recorded in Official Records Book 3349, Page 2338, to a point on the North line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 25 South, Range 29 East, according to said Special Warranty Deed; thence East, along the boundary line of said Special Warranty Deed, a distance of 202.68 feet; thence South, along the boundary line of said Special Warranty Deed, to a point on the South Right of Way line of Jackson Avenue, said point also being the Northwest Corner of Lot 1A, CORAL ESTATES, Plat Book 2, Page 284; thence East, along said South Right of Way line, to the Northeast Corner of Lot 32B of said CORAL ESTATES; thence departing said South Right of Way line, run South, along the East line of said CORAL ESTATES, to a point on the North Right of Way line of Donegan Avenue; continue South, to a point on the South Right of Way line of Donegan Avenue; thence East, along said South Right of Way line, to the East boundary line of a Warranty Deed recorded in Official Records Book 1108, Page 892; thence departing said South Right of Way, run along the boundary line of said Warranty Deed, to the North line of the East 30.00 feet of Lot 16, Block H, INGRAM TERRACE, Plat Book 1, Page 100, according to said Warranty Deed; thence East, along said North line and the North line of Lot 7, Block H of said INGRAM TERRACE, to the West Right of Way line of Central Avenue; thence North, along said West Right of Way line, to a point on the South Right of Way line of Donegan Avenue; thence departing said West Right of Way line, run East, along said South Right of Way line, to a point on the West line of Lot 1, Block G of said INGRAM TERRACE; thence departing said South Right of Way line, run South, along the boundary line of a Special Warranty Deed recorded in Official Records Book 5651, Page 1552, to a point on the North line of ISLAMIC CENTER OF OSCEOLA COUNTY, Plat Book 9, Page 110; thence East, along said North line, to the West line of ISLAMIC CENTER OF OSCEOLA COUNTY PHASE II, Plat Book 21, Page 97; thence departing said North line, run North, along said West line, to a point on the South Right of Way line of Donegan Avenue; thence East, along said South Right of Way line, to a point on the West line of the Southerly extension of Lot 7, Block C, LIBERTY PARK, Plat Book 1, Page 48; thence North, along said Southerly extension line, to the North Right of Way line of Donegan Avenue; continue North, along the West line of Lot 2 and 7, Block C of said LIBERTY PARK, to the South Right of Way line of Jackson Avenue; thence East, along said South Right of Way line, to a point on the East line of said Lot 2, Block C; thence departing said South Right of Way line, run South, along said East line, to the North line of the South 140 feet of Lot 1, Block C, LIBERTY PARK, as described in

Official Records Book 1566, Page 1929; thence East, along said North line, to the West Right of Way line of U.S. Highway 17-92; thence South, along said West Right of Way line, to the North line of Section 15, Township 25 South, Range 29 East; thence departing said West Right of Way line, run East, along the North line of said Section, to a point being the Southerly extension of the West line of the boundary described in a Warranty Deed recorded in Official Records Book 5185, Page 924; thence Northerly, along said Southerly extension and the West boundary of said deed; thence East, along said North boundary, to a point on the West Right of Way line of Old Dixie Highway; thence South, along said West Right of Way line to the South boundary of said deed and North Right of Way line of Donegan Avenue; thence West along said North Right of Way line to the point on the West line of said deed; thence South along said Southerly extension of said deed to North line of said Section 15, Township 25 South, Range 29 East; thence East along said North line to the Intersection of the North line of said Section 15 and the West Right of Way line of Smith Street; thence South along said West Right of Way line to the North Right of Way line of Greenup Street; thence West along said North Right of Way line to the West Right of Way line of Old Dixie Highway; thence South along said West Right of Way line to the South line of MIXED USE DONEGAN PLAT, according to Plat Book 22, Page 28; thence West along said South line to the West Right of Way line of U.S. Highway 17-92; thence South along said West Right of Way line to the Westerly extension of the North line of Lot 1, Block CC, COLONIAL ESTATES, Plat Book 1, Page 207; thence East along said North line to the East Right of Way line of Old Dixie Highway; thence South along said East Right of Way line to the South Right of Way line of Unnamed Road; thence East along said Unnamed Road to the West Right of Way line of Smith Street; thence South along said West Right of Way line to the Westerly extension of the South line of Lot 21, GILCHRIST 2ND ADDITION, according to Plat Book 1, Page 65; thence East along said South line and the South line of Lots 21 through 25 of said GILCHRIST 2ND ADDITION to the Intersection with the Easterly extension of the South line of said Lot 25 and Westerly Right of Way line of Central Florida Commuter Rail Transit Railroad-Sunrail; thence North along said Westerly Right of Way line to a point being an Easterly extension of the South line of MBS INDUSTRIAL, according to Plat Book 20, Page 6; thence West along said South line to the East line of said MBS INDUSTRIAL; thence North along said East line to the South Right of Way line of Donegan Avenue; thence East along said South Right of Way line to the Westerly Right of Way line of Central Florida Commuter Rail Transit Railroad-Sunrail; thence North along said Westerly Right of Way line to the North Right of Way line of Donegan Avenue; thence West along said North Right of Way line to the East Right of Way line of Smith Street; thence North along said East Right of Way line to the North line of DONEGAN CORNERS, according to Plat Book 16, Page 126; thence East along said North line to the Westerly Right of Way line of Central Florida Commuter Rail Transit Railroad-Sunrail; thence North along said Westerly Right of Way line to the Westerly extension of the boundary of lands described in Special Warranty Deed recorded in Official Records Book 6307, Page 711; thence East along said South line to the East Right of Way line of Michigan Avenue; thence North along said East Right of Way line to the South Right of Way line of Cedar Street; thence East along said South Right of Way line to the East Right of Way line of Wells Avenue; thence North along said East Right of Way line to the North line of the

Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 11, Township 25 South, Range 29 East; thence East along said South line and the North line of MILL CREEK WOODS, according to Plat Book 2, Page 240 to a the Southwest corner of THE OAKS AT MILL RUN REPLAT, according to Plat Book 5, Page 146; thence North along the West line of THE OAKS AT MILL RUN REPLAT to the Southeast corner of Tract C, MILL RUN PARK UNIT 2, according to Plat Book 6, Page 215; thence Northwest along the South line of said Tract C to the Northwest corner of Lot 1, Block 43, MARYDIA, according to Plat Book B, Page 67; thence Southerly along the West line of said Lot 1 to the Southwest corner of said Lot 1, said point also being the North Right of Way line of Barn Street; thence Northwesterly along said North Right of Way line to the East line of OAK GROVE, according to Plat Book 7, Page 150; thence South along said East line to the Southeast corner of said OAK GROVE; thence West along said South boundary of OAK GROVE to the East Right of Way line of Michigan Avenue; thence North along said East Right of Way line to the Southwest corner of the North $\frac{1}{2}$ of Vacated Orlando Street abutting Lot 1, Block 14, MARYDIA, according to Plat Book B, Page 67; thence Easterly along the South line of the North $\frac{1}{2}$ of Vacated Orlando Street to the Easterly line of the Southerly extension of Lot 1, Block 14, MARYDIA; thence North along said Easterly line and the Easterly line of Lots 2 through 5, Block 14, MARYDIA to the Southerly line of Lot 42, SOMERSBY, according to Plat Book 8, Pages 17 through 18; thence West along said Southerly line to the East Right of Way line of Michigan Avenue; thence North along said East Right of Way line to the North line of Lot 41 of said SOMERSBY; thence East along said North line to the West line of said SOMERSBY; thence North along said West line to the North line of said SOMERSBY; thence East along said North line to the West Right of Way line of Jessup Street; thence North along said West Right of Way line to the South Right of Way line of Cypress Street; thence West along said South Right of Way line to the East Right of Way line of Michigan Avenue said line also being the Easterly line of the Westerly 20.00 feet of Block 13, MARYDIA; thence North along said Easterly line and the Easterly line of the Westerly 20.00 feet of Block 12, MARYDIA to the boundary of CHAPIN SUBDIVISION (A REPLAT) according to Plat Book 9, Page 62; thence continue North along the Westerly boundary of said CHAPIN SUBDIVISION (A REPLAT) to the South Right of Way line of Osceola Parkway; thence West along said South Right of Way line to the East Right of Way line of Central Florida Commute Rail Transit Railroad-Sunrail to the Southwest corner of GATEWAY COMMONS NORTH – REPLAT, according to Plat Book 21, Page 96; thence continue North along the East Right of Way line of Central Florida Commute Rail Transit Railroad-Sunrail to the North line of Section 2, Township 25 South, Range 29 East; thence West along the North line of Sections 2, 3, and 4, Township 25 South, Range 29 East to the Point of Beginning.

LESS THE FOLLOWING:

Legal from Official Records Book 5979, Page 1138:

Lot 1, APM PLAZA, according to the plat thereof as recorded in Plat Book 25, Page 68, Public Records of Osceola County, Florida.

**EXHIBIT “B”
Payment for Services**

Base Cost Share for Contracted Fire/EMS Services

Fiscal Year:	Annual Escalator:	Annual Base Cost Share:	Quarterly Base Cost Share:
Year 1 (FY25)	-	\$ 2,419,656.20	\$ 604,914.05
Year 2 (FY26)	3%	\$ 2,492,245.89	\$ 623,061.47
Year 3 (FY27)	3%	\$ 2,567,013.26	\$ 641,753.32
Year 4 (FY28)	3%	\$ 2,644,023.66	\$ 661,005.92
Year 5 (FY29)	3%	\$ 2,723,344.37	\$ 680,836.09
Total:		\$ 12,846,283.38	

- A. The CITY and COUNTY agree on the process utilized to identify the CITY’s Base Cost Share of services provided to the defined service area.
- B. The CITY and the COUNTY agree that EMS billing in the defined service area shall be at the CITY’s EMS transport rates in effect at the time of the incident.
- C. The CITY and COUNTY agree that the Base Cost Share should be reduced by the revenues received by the CITY for EMS billings for any incident occurring on or after October 1, 2024. Although the CITY may collect revenue for EMS billing for an incident that occurred in a different quarter, but not before the commencement of this agreement, the COUNTY shall receive credit for such earnings.
- D. Within 15 business days of the end of each quarter, the CITY shall invoice the COUNTY the amount of the Quarterly Base Cost Share minus any EMS billing revenue collected in the previous quarter by the CITY in the defined service area.
- E. The COUNTY shall remit the quarterly payment (Quarterly Base Cost Share minus revenues) to the CITY in accordance with the Prompt Payment Act.

ITEM 7.C

First Amendment to the Airport Lease for Florida Coach Inc.

Request

Approval of First Amendment for Ground and Building Lease for Florida Coach, Inc. at Aerospace Park located at Kissimmee Gateway Airport, Contract # 20240318.

Explanation

Florida Coach Inc. manufactures and delivers high quality motor coaches at facilities located adjacent to the Airport Aerospace Park (former golf course). Florida Coach employs over 100 skilled artisans, engineers, drivers, and mechanics and has plans to expand their operations. In 2020, Florida Coach signed an agreement to lease and redevelop the adjacent property removing the former golf clubhouse and constructing a 15,000 SF facility for manufacturing and storage of motor coaches.

Since then, the proposed project has changed to include the renovation of the previous golf clubhouse for offices and construction of two facilities to support the motor coaches. The two facilities will be constructed with the ability to repurpose as aircraft storage hangars. Staff believes Florida Coach's operations and commitment to call Kissimmee "home" is beneficial to the City's economy and recommends amending the lease to support Florida Coach's plans to expand.

Recommendation

Approval of First Amendment for Ground and Building Lease for Florida Coach, Inc. at Aerospace Park located at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Florida Coach First Amendment to Lease 2024
2. Florida Coach Lease 10.6.2020 (3103 Florida Coach Drive)

**FIRST AMENDMENT TO LEASE FOR
3103 FLORIDA COACH DRIVE**

THIS FIRST AMENDMENT to the LEASE FOR 3103 FLORIDA COACH DRIVE (the “First Amendment”) is entered into this _____ day of _____ 2024 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 100 Church Street, Kissimmee, Florida 34741, hereinafter referred to as “**Lessor**” or “**City**” and **FLORIDA COACH, INC.**, a Florida corporation, whose address is 3150 Florida Coach Drive, Kissimmee, Florida 34741, hereinafter referred to as “**Lessee**”. City and Lessee are sometimes referred to in this First Amendment individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, on October 6, 2020, Lessor and Lessee entered into Lease for 3103 Florida Coach Drive (the “Lease Agreement”); and

WHEREAS, the Parties seek to amend the Lease Agreement.

NOW THEREFORE, for and in consideration of the payment of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, Lessor and Lessee do hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference. For purposes of changes to the text of the Agreement as set forth below, underlined words indicate additions to existing text, and stricken words include deletions from existing text.
2. **PART FOUR PROPOSED PROJECT SECTION** of the Lease Agreement is amended as follows:
 - A. **PROPOSED PROJECT.** Lessee agrees to remodel the existing brick building, formerly the Kissimmee Golf Course Clubhouse, in accordance with PART SEVEN, OBLIGATIONS OF AGREEMENT.
Lessee may construct two (2) metal aircraft hangars and a maintenance facility to continue to maintain the motor coach business and provide additional transportation options. These will be hangars for aircraft and bus storage. Lessee shall initially construct one metal hangar on the east side of the existing clubhouse and continue to utilize the clubhouse, on the Lease Premises on the Kissimmee Gateway Airport, formerly the Kissimmee Golf Course Clubhouse and parking lot. Lessee shall have the option to add a second metal hangar on the west side of the existing clubhouse on the Leased Premises as shown on the attached Exhibit A replacing the existing golf cart barn and will begin construction of the second metal hangar within five years of the Effective Date of this First Amendment. The two metal hangars and maintenance facility shall be collectively referred to as the “Facility”.
 - B. **FACILITY SPECIFICATIONS.** The Facility dimensions will be approximately of 15,000 square feet with approximately 92,400 square feet of paved surfaces. Proposed dimensions of the metal structures are ~~150~~ 120 feet wide, ~~100~~ 65 feet long and 25 feet high.

1. The proposed site plans to be developed and permitted uses for the Leased Premises shall be subject to final approval by the City and in compliance with the City's Codes and Ordinances. The Facility must be in compliance with (i) all City Codes and Ordinances, including but not limited to (a) the City's land Development Code, (b) the Florida Building Code, (c) the Flood Plan Management in place with the South Florida Water Management District at the time of permitting, (d) FAA Airspace and Environmental Categorical Exclusion (CATEX Short Form).
 2. The Facility shall comply with all applicable City and State building and fire codes. Additional fire protection may be required based on the intended uses of the Facility.
 3. The Facility colors must be initially approved by the Director of Aviation and generally match existing buildings adjacent to owned by the Lessee.
 4. Any major structural alterations to the Facility must be approved by the City which approval shall not be unreasonably withheld.
- C. COST. The cost to construct the Facility, including design, airspace study, and vehicle parking and street access will be at the sole cost and expense of the Lessee. The value of the improvements and investment by the Lessee on the Site will be approximately \$2,550,000.00. The Parties acknowledge these will be metal buildings.
- D. SITE PREPARATION.
1. Demolition. The Lessee agrees to prepare the Leased Premises for construction of the Proposed Project, which shall include the removal of the golf cart storage area and making the improvements to the existing building (the "**Existing Improvements**"). The estimated cost for demolition of the existing structure and updates to the Existing Improvements is greater than Two Hundred Thirty-four Thousand Dollars (\$234,000.00). [The remainder of the paragraph remains unchanged.]
3. **PART SIX PRIVILEGES** of the Lease Agreement is amended to add Section D and Section E as follows:
- D. RUNWAY ACCESS. New runway access shall be included in the City Master Plan for the expansion and restoration of the Kissimmee Airport to serve all of the property illustrated in Exhibit A. The access to the new runway shall include a ramp to all existing buildings and future planned buildings.
- E. GREEN SPACE. The City agrees that the City Master Plan shall use the property south of Parcels A and B as either City maintained green open space or for retention as shown on Exhibit A. Further, the City agrees to that it will keep at least 40 feet of the existing tree line to the south of Parcel B as a natural buffer within the City Master Plan. Lessee shall have the responsibility to maintain the natural buffer.

4. **PART SEVEN OBLIGATIONS** of Agreement is amended as follows:

E. Add at end of paragraph: Lessee shall conduct a roof inspection (every 5 years), HVAC servicing annually, fire monitoring and suppression system inspections as required and record keeping is required.

D. UTILITIES AND STORMWATER. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Lessee shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. ~~Lessee will pay all costs of Storm Water fees associated with the paved aircraft parking area. Lessee will pay a proportional costs of any other future fees enacted to cover the cost of governmental services.~~ The City Master Plan shall include specifications as to how utilities will be provided to Parcels A, B and New Parcel. The parties agree to negotiate the costs of those utilities. The City further agrees to accommodate any additional existing and planned impervious areas into the overall master stormwater system within the City Master Plan.

5. **No Further Changes.** Except as expressly provided in this First Amendment, no other terms, conditions, provisions, or obligations of the Agreement have been amended or altered by this First Amendment, and thus shall remain in full force and effect.

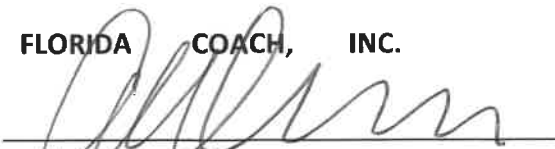
6. **Conflicts.** If any of the terms contained in this First Amendment shall conflict with any terms of the Agreement, then this First Amendment shall supersede any such conflicting terms in the Agreement.

7. **Counterparts.** This First Amendment may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument. A copy, pdf electronic mail transmission or DocuSign® signature and transmission of any part of this First Amendment, including the signature page, shall have the same force and effect as an original and shall be effective and binding. The parties agree that the Florida Uniform Electronic Transactions Act shall be applicable and enforceable as to such execution and delivery.

Signature Page to Follow:

IN WITNESS WHEREOF, the Parties have executed or caused this First Amendment to be executed on their behalf by their duly authorized representatives as of the date first written above.

FLORIDA COACH, INC.

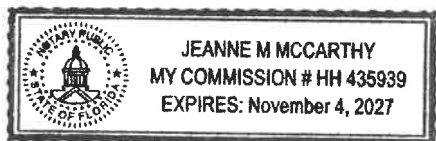

Caleb Calhoun, President

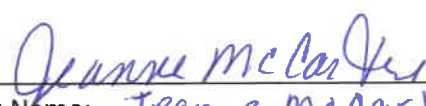
State of Florida

County of Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of may, 2024 by Caleb Calhoun as President of Florida Coach, Inc., a Florida corporation on behalf of the corporation, who is ☒ personally known to me or ☐ who has produced _____ as identification.

(Notary Seal)




Print Name: Jeanne McCarthy

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez, Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of the City of Kissimmee Airport property located in Section 29, Township 25 South, Range 29 East, Osceola County, Florida and also being a portion of PINE DALE, according to the plat thereof, as recorded in Plat Book A, Page 26, and as portion of PINEDALE PARK, according to the plat thereof, as recorded in Plat Book 1, Page 147, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Lot 76, PINE DALE, according to the plat thereof, as recorded in Plat Book A, Page 26 of the Public Records of Osceola County, Florida; thence run N00°04'52"W, a distance of 52.93 feet; thence run N89°50'53"E, a distance of 86.08 feet to the Point of Beginning; thence continue N89°50'53"E, a distance of 50.00 feet; thence run N00°00'00"E, a distance of 212.43 feet; thence run N89°45'57"E, a distance of 464.16 feet; thence run N31°44'37"W, a distance of 351.98 feet; thence run S89°45'57"W, a distance of 605.53 feet; thence run S00°43'23"E, a distance of 300.09 feet; thence run N89°45'57"E, a distance of 272.77 feet; thence run S00°00'00"E, a distance of 212.36 feet to the Point of Beginning.

Containing 219,548 square feet or 5.040 acres, more or less.

NOTES
BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: CITY OF KISSIMMEE GATEWAY AIRPORT

DATE OF SKETCH	09/20/2020	REVISIONS
SCALE	1" = 200'	
F.B.	PAGE	
SECTION	29	
TWP.	25 S., RNC. 29 E.	
JOB NO.	20-206	SHEET 1 OF 2

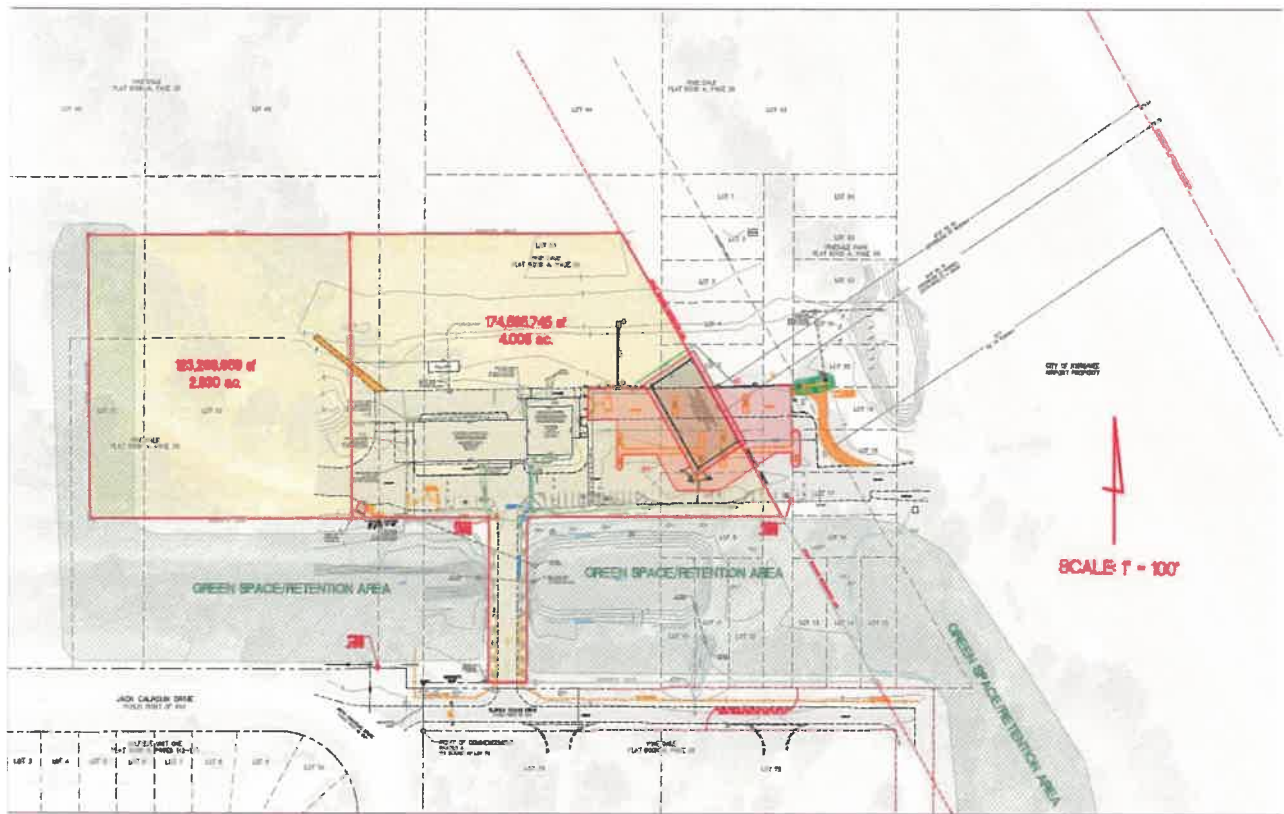
JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

Barry W. Prewitz

9/21/2023

BARRY W. PREWITT, P.S.M. #5267 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.



**LEASE FOR
3103 FLORIDA COACH DRIVE**

THIS LEASE AGREEMENT (the "AGREEMENT") is made this 6th day of October, 2020 between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as "**Lessor**" or "**City**" and **FLORIDA COACH, INC.**, a Florida Corporation, whose address is 3150 Florida Coach Drive Kissimmee, Florida 34741, hereinafter referred to as "**Lessee**." City and Lessee are sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, City is the owner of certain improvements to real property located at 3103 Florida Coach Drive, Kissimmee, Florida 34741, at the Kissimmee Gateway Airport, a municipal airport of the City of Kissimmee, Florida (the "**Airport**"); and

WHEREAS, the City desires to lease to Lessee, and the Lessee is desirous, willing and able to enter into a lease from Lessor to redevelop facilities, situated on land located at 3103 Florida Coach Drive, Kissimmee Gateway Airport, pursuant to the terms of this Agreement.

**PART ONE
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** Lessor leases to Lessee the premises (the "**Leased Premises**") located at the Airport, more particularly described, as "Parcel A" attached, and hereby incorporated by reference as **Exhibit A**, which consists of 174,585 square feet (4 acres).
- B. **CONDITION OF PREMISES.** Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises "As Is, Where Is" and in their present condition. Lessee further warrants that the Leased Premises are suitable for Lessee's proposed use described herein.
- C. **RE-ADJUSTMENT OF PREMISES.** This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City and the United States of America, the State of Florida, or the County of Osceola, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or City funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required to the extent that such

modifications and changes do not unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease. In the event that any such modifications or changes unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease, then Lessee shall have the option to terminate this Lease.

Notwithstanding the foregoing provisions of this Section C, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Lessee to use the Leased Premises for the purposes permitted under this Lease, Lessee shall have the right to terminate this Lease by written notice to the City.

PART TWO TERM OF LEASE

- A. PRIMARY TERM. The term of this Lease shall be for a thirty (30) year period, with the period commencing on the first day of October 2020 and ending on the last day of September 2050.
- B. RENEWAL OPTION. Provided Lessee is not in default of the Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for two (2) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term. Upon receipt of the extension options the parties shall negotiate the rent for the renewal period based on an appraisal as set forth in Part Three, paragraph B.
- C. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

PART THREE RENT

- A. RENT. The initial net rent under this Lease for the Leased Premises is **\$31,425.00 per year**, payable monthly ("Annual Rent") plus sales tax and any other applicable tax including property tax. The following sum shall be payable monthly, in advance, in the amount of **\$2,618.75 ("Monthly Rent") plus said taxes**. Payment of rent will commence on **October 1st, 2023** or the date a Certificate of Occupancy is issued, whichever occurs first, for the redeveloped facility as defined in Part Four, Proposed Project.

Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month.

The initial net Annual Rent and Monthly Rent shall be subject to adjustment as enumerated in Part Three of this Lease.

- B. RENT ADJUSTMENTS. Lessor and Lessee agree to increase the Annual Rent five percent (5%) every five (5) years. In the event there is a significant market decline or recession the parties agree to negotiate, in good faith, an adjustment of the rent to a comparable market rate.
- C. PAYMENT OF SALES TAX. Lessee shall be liable at its sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this Agreement. Lessee shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes.

PART FOUR **PROPOSED PROJECT**

- A. PROPOSED PROJECT. Lessee desires to initially construct one (1) motor coach maintenance and storage facility (“**Facility**”), on the Leased Premises on the Kissimmee Gateway Airport, formerly the Kissimmee Golf Course Clubhouse and parking lot (Exhibit A).
- B. FACILITY SPECIFICATIONS. The Facility dimensions will be approximately of 15,000 square feet with approximately 92,400 square feet of paved surfaces. Proposed dimensions of the structure are 150 feet wide, 100 feet long and 25 feet high.
 - 1. The proposed site plans to be developed and permitted uses for the Leased Premises shall be subject to final approval by the City and in compliance with the City’s Codes and Ordinances. The Facility must be in compliance with (i) all City Codes and Ordinances, including but not limited to (a) the City’s land Development Code, (b) the Florida Building Code, (c) the Flood Plan Management in place with the South Florida Water Management District at the time of permitting.
 - 2. The Facility shall comply with all applicable City and State building and fire codes. Additional fire protection may be required based on the intended uses of the Facility.
 - 3. The Facility colors must be initially approved by the Director of Aviation and generally match existing buildings adjacent to owned by the Lessee.
 - 4. Any alterations to the Facility must be approved by the City.
- C. COST. The cost to construct the Facility, including design, airspace study, and vehicle parking and street access will be at the sole cost and expense of the Lessee. The value of the improvements and investment by the Lessee on the Site will be an approximately of \$450,000.00. The Parties acknowledge that this will be a metal building.

D. SITE PREPARATION.

1. Demolition. The Lessee agrees to prepare the Leased Premises for construction of the Proposed Project, which shall include the removal of the existing golf clubhouse and golf cart storage area (the “**Existing Improvements**”). The estimated cost for demolition of the existing structures is Two Hundred Thirty-Four Thousand Dollars (\$234,000.00). The Lessee is eligible for the Kissimmee Economic Development Demolition Services Incentive, up to this amount. Traditionally the City would perform the demolition services on behalf of the incentive recipient; however, Lessee would like to retain portions of the existing structures, resulting in a demolition services cost savings, therefore the City agrees to allow Lessee to perform the work. The City agrees to reimburse Lessee for the demolition expenses, after Lessee has fulfilled their Economic Development contractual obligations. Expenses shall not exceed the \$234,000.00 total eligible incentive amount.
2. Impact Fee Credits. The City agrees to recognize the square footage of the Existing Improvements that has been removed and determine the credit of that square footage based on the existing use of golf course/restaurant/bar. That credit may be used for any impact fees due on the new development, which will be based on the new use.
3. Environmental. The City will contract with an environmental professional to conduct a Phase I Environmental Site Assessment (ESA), to determine the environmental integrity of the Leased Premises prior to Lessee constructing the Facility. Lessee shall not be liable for any clean-up or remediation that is required as a result of the ESA. The City agrees to perform any remediation recommended in a Phase I, prior to construction.

E. USE OF EXISITNG IMPROVEMENTS. Upon the Effective Date of this Agreement, the Lessee will be authorized to have access to the Site and use of the Existing Improvements to determine the design and feasibility of the Proposed Project. Prior to accessing the Site and commencement of any construction activities contemplated hereby Lessee shall obtain, or shall cause its agents and contractors, as applicable, to obtain, and at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly out of such activities. Said insurance shall be issued by solvent, reputable and A-rated or better insurance companies licensed to transact business and in good standing in the state of Florida, naming the City as an additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

F. RECORD KEEPING. Lessee’s project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and other liens and record of payments/lien releases.

G. RIGHT OF FIRST REFUSAL. Upon receipt of a Certificate of Occupancy for the constructed Facility, Lessee may be granted a Right of First Refusal for, Parcel B

approximately three (3) acres of adjacent property to the west of the Facility (Exhibit A), pursuant to the City's Right of First Refusal Policy. This Right of First Refusal is for the purpose of adding an additional facility within five (5) years. Lessee will begin paying Lessor an annual rent amount based upon a fair market appraisal upon obtaining a Certificate of Occupancy for the second facility or at the end of the five (5) years, whichever occurs first.

An amendment to this Agreement will reflect the additional terms and provisions pursuant to Lessee's exercising its Right of First Refusal.

PART FIVE PAYMENTS

- A. TIME AND PLACE OF PAYMENT. All payments of rents, fee, taxes, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 401 N. Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.
- B. DELINQUENT PAYMENT OF RENT AND FEES. If rent or fees are not timely paid, then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing ten (10) days after the DUE DATE or 10% after fifteen (15) days and 20% after twenty (20) days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual.

PART SIX PRIVILEGES

- A. USE. The Lessor grants to the Lessee the right and privilege to redevelop the Leased Premises and construct a motor coach maintenance and storage facility as defined in Part Four, Proposed Project. The Lessee may not use the Leased Premises for any purpose other than the following without the Lessor's prior written consent which shall not be unreasonably withheld.
- B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in Part Six (A) above, unless approved in writing by the Lessor. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes.
- C. INGRESS AND EGRESS. Lessee shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or

organizations.

PART SEVEN OBLIGATIONS OF AGREEMENT

- A. NET LEASE. The use and occupancy of the Leased Premises by Lessee shall be without cost or expense to Lessor. This Agreement shall be without cost to the City except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Lessee shall keep and maintain the Leased Premises as set forth in PART SEVEN (B), pay all taxes in accordance with Part Three, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN (J), and satisfy all of its other obligations under this Agreement.
- B. MAINTENANCE BY LESSEE. Lessee shall be responsible for the following maintenance and repair to the Leased Premises:
1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, all heating, air conditioning and heating systems.
 2. Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment;
 3. Upon occupation of the Leased Premises, maintain current landscaping in the area of the Leased Premises, Exhibit A.
 4. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of Waste receptacles or containers authorized by Lessor;
 5. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;
 6. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor recognizes that the intended use is compliant as to the City's land use and zoning codes.
 7. Lessor retains the right to, reasonably in both time and scope, upon written notice to Lessee, require Lessee to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Lessee and may upon written notice require specific maintenance work to be completed by Lessee. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Lessee shall reimburse Lessor

for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.

8. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. CONSTRUCTION, ALTERATIONS, REPAIRS.

1. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, except as previously set forth, nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor.
2. Development and construction will only be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of any improvements or modifications to the Leased Premises, the Lessee shall submit a written construction application to the Director of Aviation ("Director"), and if the Director requests, the construction application shall be in the form as set forth below. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following:
 - a. A graphic presentation of the improvements showing exact locations of access and egress to and from the Leased Premises, facilities included and interior layouts and plans.
 - b. A basic illustration of the décor of the Leased Premises including construction, furnishings and equipment.
 - c. Request for approval of above.
 - d. A schedule for completion of each phase of the improvements.
3. Lessor shall attempt to make a timely disposition of each Lessee construction application and will not arbitrarily or capriciously withhold approval of the same.

4. Upon approval, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.

5. Where such alterations or construction has been made, Lessee shall, within (30) days following completion of the alterations, present to Lessor a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems.

- D. UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Lessee shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Lessee will pay all costs of Storm Water fees associated with the paved ~~aircraft~~ parking area. Lessee will pay a proportional costs of any other future fees enacted to cover the cost of governmental services.
- E. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises and shall remove such debris to a disposal site off the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused from its operation. Lessee shall provide and use suitable – covered metal receptacles in an area acknowledged by Lessor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.
- F. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except according to the Lessor's requirements for location and use of signs on Airport property. Before erection of any sign, billboard or flyer on city property, Lessee must obtain any applicable permits required by the City.
- G. NONDISCRIMINATION. **Exhibit B**, relating to FAA required non-discrimination provisions, is incorporated herein by this reference.
- H. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor's regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise

abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

I. NO LIENS.

1. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no-lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.
2. If, at any time, Lessee shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.
3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

J. INDEMNITY AND INSURANCE BY LESSEE.

1. Indemnification. Lessee further covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Lessee's use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Lessee's officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence. The City will refer to Lessee promptly upon notice thereof, any claim made or suit instituted against the City which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this

Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to a liability and amount. In addition to and without limiting the generality of any other provisions of this Lease Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work, and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those terms are defined in Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the rules and regulations promulgated thereunder, as from time to time amended).

2. Insurance. Lessee shall procure and maintain in effect, at their own expense, for the term of this Agreement, Workers Compensation Insurance as required by Florida Statutes, or adequate Employee's Liability Insurance; Public Liability Insurance; and Property Damage Insurance covering all of Lessee's activities and the Leased Premises at the Airport. Lessee agrees to maintain general liability insurance coverage of \$1,000,000 for each occurrence and over \$10,000,000 general aggregate, as well as the required Auto insurance.

The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual, and independent contractors. All policies shall include the City of Kissimmee as an additional insured as its interests appear. Lessee shall furnish Lessor with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports.

K. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any terms or covenants contained within this Agreement shall be borne by Lessee. Lessee will ensure the integrity of the Airport perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked at all times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked on the airside.

L. RENOVATIONS.

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the Director of Aviation and may also have to

be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.

2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.
3. Lessee expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT OBLIGATIONS OF LESSOR

- A. OPERATION AS A PUBLIC AIRPORT. Lessor covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act.
- B. ENTRY AND INSPECTION. Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

PART NINE DAMAGE OR DESTRUCTION OF LEASED PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Lessee or Lessee's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Lessee shall have the right to terminate this Agreement upon written notice to the other within sixty (60)

days from the date so such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.

PART TEN
TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

- A. TERMINATION. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after:
1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee.
 2. Upon Lessee giving ninety (90) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of either of the following events:
 - a. The failure or refusal of the Federal Aviation Administration (FAA) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport
 - b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than ninety (90) days.
 - c. In the event of early termination by Lessor, Lessor agrees to reimburse Lessee for improvements to the Leased Premises as set forth in **Exhibit C**. The amount shall be based upon a fair market value as determined by an appraisal. Lessor shall be responsible for the cost of the appraisal.
- C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. TERMINATION BY LESSOR. Lessor may terminate this Agreement in the event Lessee shall:
1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;

2. Make a general assignment for the benefit of creditors;
 3. File a voluntary or involuntary petition in bankruptcy;
 4. Abandon the Leased Premises;
 5. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
 6. Appoint or to cause the appointment of a receiver for Lessee;
 7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Lessor of said default.
- E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor.
- F. SUBLETTING AND ASSIGNMENT. Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Lessee may, with the prior written consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

PART ELEVEN RIGHTS UPON TERMINATION

- A. LEASED PREMISES. It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. REMOVAL OF PERSONAL PROPERTY. Upon the expiration or termination of this Agreement, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination of this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Lessee, but

shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.

C. LANDLORD LIEN. If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

PART TWELVE GENERAL PROVISIONS

A. LESSOR'S RESERVED RIGHTS.

1. City reserves the right: (i) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, and provided that City shall use reasonable efforts to preserve Lessee's rights hereunder, City shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Lessee.
2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. Lessee by accepting this Agreement expressly agrees for itself and its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

Lessor shall maintain and keep in repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.

C. NONEXCLUSIVE RIGHT.

The Lessee expressly agrees, on behalf of itself and its successors and assigns that to the extent it has any rights under this Agreement to conduct any activity on the Airport property, such rights are nonexclusive and City has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Lessee which have not been expressly granted to Lessee elsewhere in this Agreement.

D. WAIVER OF JURY TRIAL, VENUE. It is mutually agreed by and between Lessee and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida.

E. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes or fees are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE. Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, addressed to the Lessor in following manner:

Director of Aviation
Kissimmee Gateway Airport
401 N. Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

and notices, consents and approvals to addressed to Lessee in the following manner:

President
Florida Coach, Inc.
3150 Florida Coach Drive
Kissimmee, FL 34741

or such other addresses as the parties may designate to each other in writing.

- H. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- I. SUCCESSORS AND ASSIGNS. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- J. AMERICANS WITH DISABILITIES ACT. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Lessee shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Lessee's operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Lessee is required to make under this Section, shall be performed to the satisfaction of the City. In the event the Lessee shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Lessee's behalf, without liability for any disruption to the Lessee's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Lessee and shall be promptly paid by the Lessee to the City as additional Rent hereunder.
- K. ATTORNEY FEE PROVISION. In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.
- L. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- M. PUBLIC ENTITIES CRIME NOTICE. The Lessee acknowledges the following notice:

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 \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

- N. BROKER LANGUAGE. City and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- O. ESTOPPEL PROVISION. At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between City and Lessee as may reasonably be requested. In addition, at the City's request, Lessee shall promptly execute and return to City a short form memorandum of this Agreement, which may be recorded in the public records of Osceola County, Florida in City's sole discretion.
- P. EFFECTIVE DATE. The Effective Date shall mean the date that the last party fully executes this Agreement.

PART THIRTEEN ENVIRONMENTAL MATTERS

A. STORAGE TANKS.

1. Lessee agrees to comply with all applicable federal, state, and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the Leased Premises or which might discharge on or under the premises, shall be registered with the appropriated federal, stated, and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state, and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean: "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain, and reconcile all inventory record required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased Premises at all times during normal business hours.
2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. 280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee

on or adjacent to the Leased Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Leased Premises. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

- B. INDEMNIFICATION. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts, or omissions of its officers, agents, employees, contractors, subcontractors, operators, and sub-lessees, except to the extent caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employee, contractors, subcontractors, operators, or sub-lessees. City will refer to Lessee, promptly upon notice thereof, any claim made, or suit instituted against it, which, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by the Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

C. HAZARDOUS MATERIALS COVENANTS.

1. Lessee hereby represents and warrants to and for the benefit of the disposal of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). From purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. *6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, *6901, et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Leased Premises is prohibited by the City that the Leased Premises will not use or operated in any manner that will result in the storage use treatment, manufacture, or any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Leased Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any laws or by any other

legal requirements affecting the Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on or off the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Leased Premises.

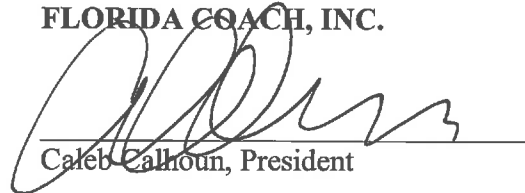
2. In addition to and without limiting the generality of any other provisions of this Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any damages, expenses, fees, claims, demands, causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial, and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors, or representatives, of any Hazardous materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Leased Premises caused solely by Lessee. The provisions of this Section shall survive any acquisition of the premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, liabilities, and all losses.
3. Lessor shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists prior to the date of this Agreement. The Parties hereby acknowledge that City shall conduct a PHASE I of the Leased Premises, prior to the construction of any improvements by the Lessee. The Lessee shall not be obligated to take possession of the property, until completion of the Phase I, and any remediation work identified by this report has been completed by Lessor. The Phase I conducted shall act as the "Baseline" to establish the environmental condition of the Leased Premises at the time of the commencement of possession by Lessee.
4. Within thirty (30) days of the expiration of this Agreement, Lessee shall prepare an environmental report equivalent to Phase I and if necessary, a Phase II, to include borings to establish the environmental condition of the Leased Premises as of expiration of the Agreement to compare to the "Baseline" identified in Section 3 above. In the event it is determined during the Agreement or at the expiration of this Agreement, that the Leased Premises contains pollutants in amounts which violate any applicable Federal, State or local governmental standards, Lessee shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists after the Baseline. To the extent permitted by applicable law, Lessee shall indemnify defend and hold the City completely harmless from and against any and all liabilities (including, but not limited to, liability under CERCLA and any other environmental statute, law,

ordinance, regulation, rule or order), losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, reasonable expert fees and reasonable Attorneys' Fees) with respect to any hazardous substances existing at the Leased Premises over and above the Baseline prior to expiration of the Agreement.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

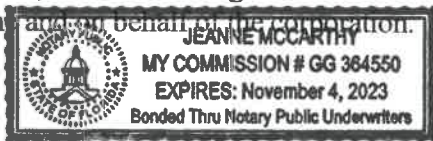
FLORIDA COACH, INC.


Caleb Calhoun, President

State of Florida)
County of Osceola)

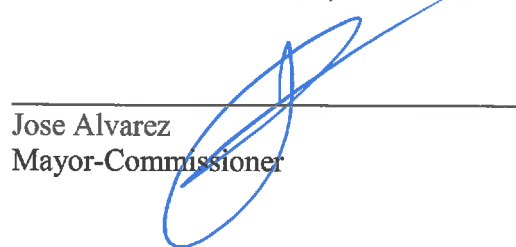
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 29 day of September, 2020, by **Caleb Calhoun**, as President of **Florida Coach Inc.**, a corporation organized under the laws of the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:




Notary Public, State of Florida

CITY OF KISSIMMEE, FLORIDA


Jose Alvarez
Mayor-Commissioner

ATTEST:


City Clerk

Approved as to form and legality


City Attorney

Exhibit A

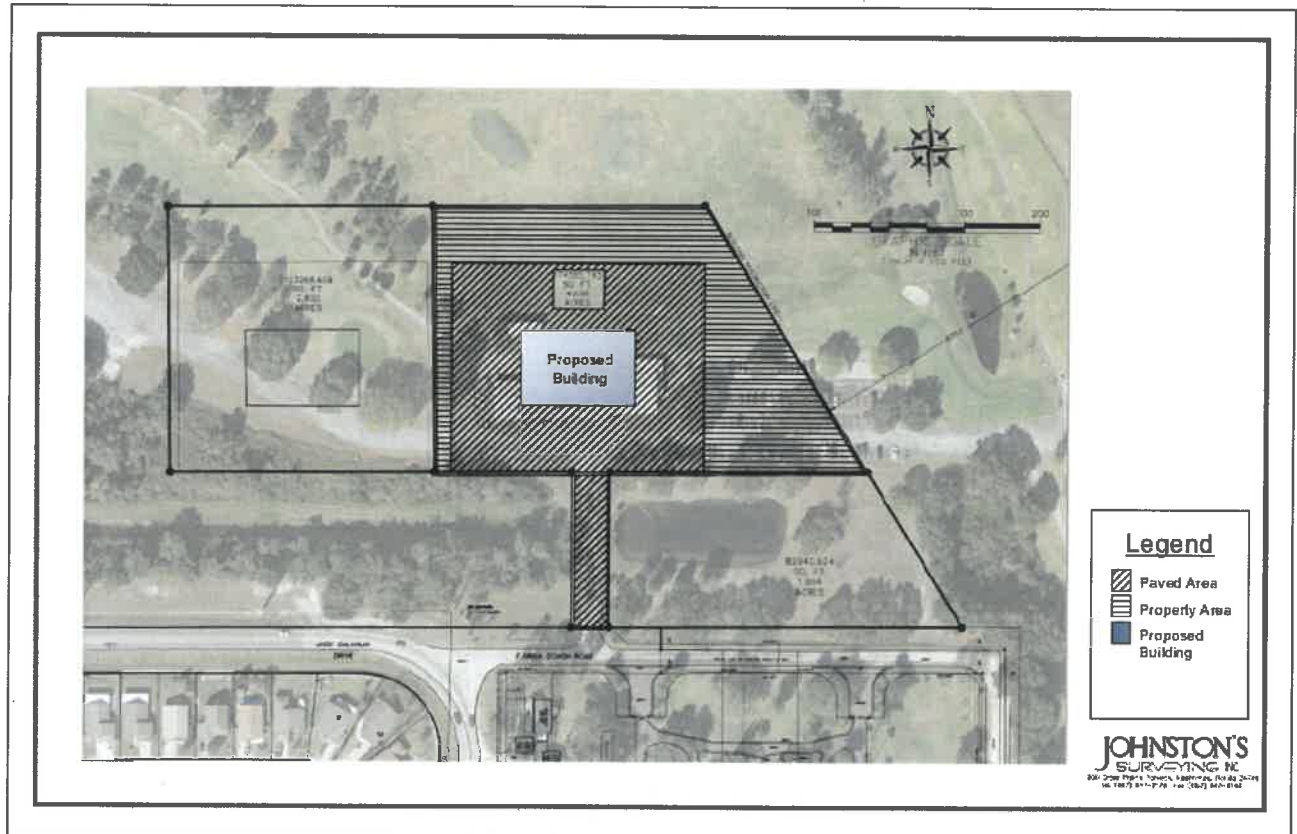


Exhibit B

FAA Required Contract Provisions GENERAL CIVIL RIGHTS PROVISIONS

If and to the extent applicable as a matter of law, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee shall be obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, if and to the extent applicable as a matter of law.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee"), agrees as follows, if and to the extent applicable as a matter of law:

Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Lesseees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Lessee or supplier will be notified by the Lessee of the Lessee's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: If and to the extent applicable as a matter of law, the Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to

the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee under the contract until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-Lessee, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed herein if and to the extent applicable as a matter of law, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein if and to the extent applicable as a matter of law.
2. In the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Lessee agrees to comply with the following non-discrimination statutes and authorities if and to the extent applicable as a matter of law, such may be amended from time to time upon thirty (30) days' advanced written notice to Lessee:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (Prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Exhibit C

2021	96.64%
2022	93.31%
2023	89.98%
2024	86.65%
2025	83.32%
2026	79.99%
2027	76.66%
2028	73.33%
2029	70.00%
2030	66.67%
2031	63.34%
2032	60.01%
2033	56.68%
2034	53.35%
2035	50.02%
2036	46.69%
2037	43.36%
2038	40.03%
2039	36.70%
2040	33.37%
2041	30.04%
2042	26.71%
2043	23.38%
2044	20.05%
2045	16.72%
2046	13.39%
2047	10.06%
2048	6.73%
2049	3.40%
2050	0.07%

ITEM 7.D
2024 Rescue Unit Replacement and Re-Chassis

Request

Approval to purchase a Freightliner M2 Chassis through Excellance, Inc. for the re-chassis and refurbishment of FD127.

Explanation

The Florida Sheriffs Association (FSA) offers statewide purchasing contracts for a variety of vehicles, equipment, and services that are available to any and all units of local governments/political subdivisions within the State of Florida.

The Fire Department desires to purchase a Freightliner M2 from Excellance, Inc. using the FSA Cooperative Purchase Agreement for the re-chassis and refurbishment of FD127, as detailed in the attached quote.

The remount of the unit will continue standardizing the fleet with the addition of a second HVAC unit added to the rear patient compartment. As indicated in their letter to the City, this work will extend the warranty of the existing ambulance box for an additional 25 years. This is considered a sole-source purchase since Excellance, Inc. must be utilized in order to maintain and extend the warranty.

The original Chevrolet chassis currently on FD127 will be traded in towards this purchase.

Cost of Unit	\$ 294,548.71
Less Prepayment Discount	\$ - 3,873.52
Less Trade Allowance	\$ 5,000.00
TOTAL	\$ 285,675.20

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435206 506494	ST2401	Decrease	\$300,000	\$285,675.20

Financial Summary:

Sufficient funds are budgeted for this purchase.

Recommendation

Staff recommends approval to purchase a Freightliner M2 106 chassis through Excellance, Inc. for the re-chassis and refurbishment of FD127.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S) Excellence, Inc Invoice w City Addendum signed by vendor 6.10.24
2. 2024 Rescue Unit Replacement and Re-Chassis - Sole Source Letter
3. 2024 Rescue Unit Replacement and Re-Chassis - Florida Sherriffs Contract

ADDENDUM TO EXCELLANCE, INC. (HEREINAFTER "VENDOR") INVOICE NUMBER RMTBD

The City of Kissimmee's (hereinafter "CITY") purchase pursuant to Invoice Number RMTBD, attached hereto and incorporated herein as Exhibit A, is conditioned upon the Vendor agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the Vendor's standard terms and conditions as set forth in Vendor's agreements, the provisions in this Addendum will prevail. Collectively, the attached agreements (including other terms or documents or information incorporated by reference) and this Addendum shall be referred to as "this Contract".

- 1. PAYMENT.** CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. VENDOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Kissimmee, Finance Department, 101 Church Street, Kissimmee, Florida 34741.
- 2. NON-APPROPRIATION.** All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Kissimmee City Commission. In the event of non-appropriation of funds by the Kissimmee City Commission for the goods and/or services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.
- 3. LIABILITY.** All provisions that require the CITY to assume liability or to indemnify, defend or hold harmless are hereby deleted. The CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract. Vendor shall not be responsible for any loss or dissemination of City's data or materials unless it results from Vendor's willful misconduct, gross negligence, or negligence.
- 4. DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Osceola County, Florida. The statute of limitations set forth in the Laws of Florida shall apply.
- 5. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and Local laws, regulations,

ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, Vendor shall act, at its discretion, to prevent threatened damage, injury or loss. Vendor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

6. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
7. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the CITY shall be provided to the City Manager, 101 Church Street, Kissimmee, Florida 34741.
8. **ASSIGNMENT.** Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY.
9. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor. The Vendor shall be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City. The Vendor shall be authorized to use the City's Tax Exemption Number in securing such materials.
10. **RECORDS LAW.** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 19, Florida Statutes. Accordingly, to the extent that it is determined that Vendor is acting on behalf of City as provided under Section 119.011 (2), Vendor agrees to also comply with that law, specifically including to:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
 - b. If the City's Custodian of Records requests records from Vendor, Vendor shall provide the City's Custodian of Records with a copy of the requested records or provide City with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the City.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a commercially reasonable format. Upon notice to Vendor of a request to inspect or copy public records relating to a City's contract for services, Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

- e. If Vendor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

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

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

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

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

- 12. SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.
- 13. FOREIGN GIFTS AND CONTRACTS.** Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.
- 14. SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to

a Vendor based on the Vendor's social, political, or ideological interest.

- 15. PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.
- 16. CORRECTION OF WORK.** If, in the judgment of City, work provided by Vendor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Vendor correct all deficiencies in the work to bring the work into conformance without additional cost to City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. City is the sole judge of non-conformance and the quality of workmanship.
- 17. INSURANCE.** During the term of the Agreement and any renewals, Vendor at their sole cost and expenses shall maintain insurance coverage as follows:
- a. **Workers Compensation:** Vendor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - b. **Comprehensive General Liability:** Vendor will provide such coverage 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:** Vendor 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:** Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00 per occurrence.
- 18. INDEMNIFICATION.** Vendor 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 Vendor, its officers, agents, employees, servants, independent contractors or subcontractors.

Vendor shall inform City in advance of planned actions and/or conduct related to Vendor's handling of any such action or claim. City shall inform Vendor 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 Vendor agrees to indemnify City against, any liability resulting from injury or illness, of any kind whatsoever, to Vendor'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.

- 19. NON-DISCRIMINATION.** Vendor 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. Vendor shall comply with all applicable sections of the Americans with Disabilities Act. Vendor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Vendor, its successors, transferees, and assignees, for the period during which services are provided. Vendor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.
- 20. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEE.** In the performance of this Agreement, Vendor will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees of Vendor shall be, at all times, employees of Vendor under its sole discretion, and not an employee or agent of City. Vendor shall provide competent employees. City may require Vendor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.
- 21. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Vendor.
- 22. 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.
- 23. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or

services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Vendor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

24. WARRANTIES AND REPRESENTATIONS. Vendor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Vendor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. Vendor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement. Further, Vendor warrants the ambulance purchased under this Agreement according to the terms and conditions set forth in Exhibit B, "Warranty Information," which is attached hereto and incorporated herein.

25. LIABILITY FOR FAILURE OR DELAY OF DELIVERY. Vendor shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Agreement where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control of Vendor and which is not due to the negligence, gross negligence or intentional misconduct of Vendor.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

CITY:

CITY OF KISSIMMEE, a Florida municipal corporation

By: _____

Olga Gonzalez
Mayor

Date: _____

VENDOR:

Excellance, Inc.

By: _____

Name: Charlie Epps
As Authorized Agent

Date: 6-10-2024

Title of Attached Agreement: Excellance, Inc. Invoice Number RMTBD

EXHIBIT A
INVOICE RMTBD

EXCELLANCE, INC.

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

INVOICE NUMBER: RMTBD
INVOICE DATE: 5/15/2024
ORDER NUMBER:
ORDER DATE:
CUSTOMER NO.: 0000472

SOLD TO:

SHIP TO:

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

CUSTOMER P.O.		SHIP VIA		F.O.B.		TERMS	
Attn: Chief Joseph Leone				**** PRE-PAYMENT ****			
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT	
/REM REMOUNT	EA	1.000	0.000	0.000	285,675.20	285,675.20	
RMTBD: Excellence Type EHD Ambulance remounted on a 2025 Freightliner Chassis.							

NET INVOICE: 0.00
LESS DISCOUNT: 0.00
FREIGHT:
SALES TAX: 0.00

INVOICE TOTAL

285,675.20

REMOUNT PRICING
Version 23.2

EXCELLANCE, Inc
453 Lanier Road, Madison, Alabama 35758
1-800-882-9799

REMOUNT VERSION 23.2

5/15/2024 14:29

UNIT NUMBER:	TBD
QUOTED BY:	JLP
ORIGINAL EXCELLANCE UNIT NUMBER:	2526
ORIGINAL DATE OF QUOTE:	5/14/2024

CUSTOMER INFORMATION

NAME: Kissimmee Fire Department

ADDRESS: 101 Church Street, Suite 200
Kissimmee, FL 34741

PHONE: 407.518.2222 (office) 630.991.7551 (cell) / 407.518.2206 (desk) 407.709.0570 (cell)

FAX: 407.933.8604

CONTACT: Joe Leone, Deputy Fire Chief / Eric Gentry, Battalion Chief, EMS & Safety Bureau

E-MAIL: joseph.leone@kissimmee.gov / eric.gentry@kissimmee.gov

FILE NAME: FY23-24 RM Kissimmee

NAME OF REP: Factory Direct

ADDRESS: 453 Lanier Road
Madison, AL 35758

PHONE: 800.882.9799

FAX: 256.772.8792

PROJECT MGR: Jeff Plain

This person is authorized to make changes to the vehicle and/or contract that may affect the final design, configuration and cost of the unit.

SALES SUMMARY

COST OF UNIT: **\$294,548.71**

How "Cost of Unit" will be paid:
LESS PRE-PAYMENT DISCOUNT: (\$3,873.52)
DEPOSIT WITH ORDER: (\$285,675.20)
CHASSIS TRADE-IN CREDIT: (\$5,000.00)
BALANCE DUE UPON DELIVERY: (\$0.01)

THIS QUOTE IS VALID ONLY IF ACCEPTED BY BOTH PURCHASER AND EXCELLANCE WITHIN 60 DAYS OF: 5/14/2024

ANY ITEM NOT "SELECTED" ON THIS ORDER WILL NOT BE INCLUDED IN THE PRICE FOR THE VEHICLE. AFTER THIS ORDER HAS BEEN ACCEPTED BY EXCELLANCE, ALL CHANGES MUST BE APPROVED BY EXCELLANCE AND EACH CHANGE WILL BE ASSESSED A \$250.00 ENGINEERING CHARGE.

ALL ENGINEERING DRAWINGS IF APPLICABLE MUST BE INITIALED BY THE CUSTOMER BEFORE WORK IS BEGUN OR BEFORE PARTS WILL BE ORDERED BY EXCELLANCE.

STATUS OF THIS ORDER

PLEASE FILL IN THE DATE AND TIME THE QUOTE WAS GENERATED: **5/14/2024**

(1) C. This order reflects the final contract. All items have been "priced", specifications and "drawings" of all items provided, all pre-construction data provided, and

Rev: 5/18/23

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5/15/2024 2:29 PM

REMOUNT PRICING
Version 23.2

all questions have been answered.

ADDITIONAL TERMS AND CONDITIONS AT END OF THIS DOCUMENT ARE INCORPORATED HERE IN BY REFERENCE.
APPROVED AND ACCEPTED BY:

PURCHASER: _____
TITLE: _____
DATE: _____
SALESMAN: _____
EXCELLANCE: _____

DATE: _____
P. O. # : _____
DATE: _____
DATE: _____

REMOUNT UNIT DESCRIPTION

TYPE OF UNIT: Type I - EHD

ORIGINAL BODY MANUFACTURER: Excellance

MODEL/ MAKE/ YEAR: M2/Freightliner/2017

CHASSIS VEHICLE IDENTIFICATION NUMBER: 1FVACWDT9HHJF2097

CAB TO AXLE MEASUREMENT: 104"

WHEELBASE MEASUREMENT: 170"

CURRENT CHASSIS ODOMETER READING (Required if Excellance takes ownership of the take-off chassis): TBD

DESCRIPTION OF ANY CHASSIS DAMAGE (Required if Excellance takes ownership of the take-off chassis): Unit has 5" gap.

Excellance to take ownership of Take-Off Chassis- Enter as a negative number the amount for the chassis
(1) credit here:

MAKE THE CHASSIS ROADWORTHY

(1) THERE WILL BE NO ADDED WORK PERFORMED TO THE TAKE-OFF CHASSIS.

CHASSIS

(1) Excellance Supplied Chassis

THE FOLLOWING FIELDS DESCRIBING THE NEW CHASSIS MUST BE FILLED OUT REGARDLESS OF WHO IS
SUPPLYING IT.

REMOUNT PRICING

Version 23.2

ENTER MODEL YEAR FOR NEW CHASSIS:	2025
ENTER MODEL OF NEW CHASSIS:	M2
ENTER MAKE OF NEW CHASSIS:	Freightliner
ENTER CAB TO AXLE MEASUREMENT OF NEW CHASSIS:	103" if possible
ENTER WHEELBASE MEASUREMENT OF NEW CHASSIS:	170"

THE REMOUNT WILL HAVE THE FOLLOWING WORK INCLUDED IN THE STANDARD BASE CONVERSION:

CHASSIS INSPECTION

Inspected for damage and defects upon delivery

Test Drive

The chassis shall be inspected against (A) Excellance's Chassis order, and (B) the specifications supplied by the customer/ dealer.

All loose equipment received with the chassis shall be inventoried and stored.

All chassis functions shall be tested for proper operation (accelerator, brakes, headlights, wipers, horn, radio, air conditioner, gauges, dome lights, turn signals, parking lights, etc.).

CHASSIS WORK TO BE PERFORMED

Heat Shields shall be installed above the exhaust system.

Chassis shall have undercoating applied.

Exhaust modifications shall be performed as necessary.

Air valve extensions shall be installed on the rear inner tires.

New mounting hardware shall be installed including: Grade 8 bolts, washers, nylon lock-nuts, spacers, outriggers (Type I units only)

New mounting bracket for the rear bumper shall be installed to the chassis frame.

Chassis high idle system shall be connected and operational.

Chassis electrical charging/ battery system shall be connected to the module electrical system.

New Chassis emergency light wiring shall be installed (Grille, Intersection lights, etc.)

All power cables connecting the chassis electrical system to the modular electrical system shall be replaced.

The chassis fuel fill shall be installed in accordance with current QVM standards.

Modular Air conditioning system shall have a vacuum performed and shall be recharged with 134A Freon with ultra-violet leak identification air conditioning oil dye installed into the system.

The module to chassis heater valves and pump shall be replaced.

Chassis to module attachment shall be finished off via Excellance fabricated close out panels and a rubber seal on a Type III units. A cab to module rubber accordion style boot shall be installed on EHD and Type I units.

New Front module mounted stone guards.

New back-up alarm

Reattach all existing Radio wiring disconnected from the chassis by Excellance during the remount process.

THIS IS LIMITED TO TWO (2) RADIO SYSTEMS - ADDITIONAL PRICING WILL BE ADDED FOR VEHICLES WITH MORE THAN TWO RADIO SYSTEMS.

"No Smoking" Fasten Your Seatbelt" sticker shall be installed in the chassis cab.

ADDITIONAL ITEMS TO BE PROVIDED

A professional Front End Alignment shall be performed on the chassis upon completion of the remount process.

The Fuel tank shall be full of fuel upon completion of the remount process.

REMOUNT PRICING
Version 23.2

All chassis engine fluid levels shall be inspected and adjusted as necessary.
Chassis tire pressure shall be inspected and adjusted as needed.
All hinges, latches, locks, door hold open devices etc. shall be lubricated.
Headlights shall be adjusted to the proper level.
The interior and exterior of the ambulance body and chassis cab shall be professionally washed and detailed.

DOCUMENTS AND CERTIFICATIONS TO BE PROVIDED

Excellance shall provide electrical diagrams for all circuits added during the remount process.
Vehicle shall have a weight certificate documented and installed on the unit.
Air Conditioning shall have a certificate documenting Freon capacity.
Oxygen leak test and verification sticker shall be installed on the unit.
Upon full payment a "Bill of Sale", "Odometer Statement" and receipt shall be provided.

UNLESS OTHERWISE SPECIFIED IN THIS ORDER, ITEMS THAT ARE REMOVED DURING THE REMOUNT PROCESS SHALL BE REINSTALLED IN THE SAME MANNER WITH WHICH THEY WERE ORIGINALLY INSTALLED ONTO THE NEW CHASSIS AND MODULE BODY. VEHICLES WITH EXCESSIVE EQUIPMENT MAY INCUR ADDED CHARGES FOR EQUIPMENT TO BE TRANSFERRED.

ALSO INCLUDED IN THE BASE PRICE FOR "REMOUNTING" AN AMBULANCE:

EXCELLANCE WILL PERFORM THE FOLLOWING TASKS UPON THE UNIT ARRIVING AT THE FACTORY:

Physical Inspection of the Exterior body to include:
Structural Damage
Condition of paint
Condition of striping and lettering
light housings
Door hardware (handles, hinges & door frames)
Window Frames
Walk- Through or Pass-Through rubber boots (if applicable)
Bumper step (hinges, screws, rivets, rubber dock bumpers)
Compartment doors (handles, hinges, skins, drains, venting, etc.)

Physical Inspection of the Interior Patient Compartment to include:
Floor Covering
Formica
IV hangers
Cot Hardware
O2 outlets
Trim (upholstery, aluminum and Trim Lock)
Cabinetry (hinges, slides, unistrut, shelves, Plexiglas)
Upholstery (seats, head-knockers, arm-rests, etc.)
Countertops
Attendant Seat and seat base
Drawers (slides, latches, etc.)
Lighting (lenses, switches, outlets, etc.)
Electrical Cabinet (blown fuses, loose wiring, wire chafing, missing components, etc.)

REMOUNT PRICING
Version 23.2

ALL LOOSE EQUIPMENT ARRIVING WITH THE VEHICLE SHALL BE INVENTORIED, DOCUMENTED AND STORED UPON THE UNIT ARRIVAL TO THE FACTORY.

EXCELLANCE SHALL NOT BE RESPONSIBLE FOR UNDOCUMENTED LOOSE EQUIPMENT LEFT IN THE VEHICLE.

PHOTOGRAPHS TO DOCUMENT THE CONDITION OF THE UNIT SHALL BE TAKEN UPON THE UNIT ARRIVAL TO THE FACTORY.

ANY ADDITIONAL COSTS DUE TO WORK DEEMED NECESSARY BY EXCELLANCE TO THE MODULAR BODY OR CUSTOMER/ DEALER SUPPLIED CHASSIS SHALL BE ASSESSED AS EARLY AS POSSIBLE DURING THE REMOUNT PROCESS. THE CUSTOMER/ DEALER SHALL BE NOTIFIED OF THE NECESSARY WORK AND ASSOCIATED COSTS FOR THEIR WRITTEN APPROVAL.

MANUFACTURING CREDIT:

The above excludes: "Trade-in" value for any used unit, Loose Equipment, Transportation, and Performance Bonds.

BASE REMOUNT

IF CHOOSING THE SAME BRAND AND MODEL CHASSIS

(1) Excellence EHD

OEM CHASSIS OPTIONS

OEM LITERATURE

CUSTOMER NOTES AND SPECIAL REQUESTS

The chassis price in this quote is \$94,000 as quoted on a Freightliner M2 106 Plus. Freightliner pricing is subject to change. In the event the chassis price increases, Excellence will provide documentation and adjust the price accordingly.

A customer supplied Kissimmee Fire Department patch shall be sewn into the headrest of each seat in the cab.
(Outsourced)

The chassis will come with a rear mounted fuel tank. The aft fuel fill will need to be lowered and repositioned forward.

A new customer supplied Opticom will be installed on the cab. The existing Black Opticom will be returned with loose equipment. Do NOT cut wires. Return with loose equipment.

EXCELLANCE CAB & CHASSIS OPTIONS

EXCELLANCE LITERATURE

(1) Wiring diagram of all conversion circuits and Excellence changes & additions

MUD FLAPS

(1) Mud Flaps, 2 Rear

CAB INTERIOR

INTERIOR CAB

(1) Install new Ignition security system, anti-theft device (IF COMPATIBLE WITH THE NEW CHASSIS)

CUSTOMER NOTES AND SPECIAL REQUESTS

REMOUNT PRICING
Version 23.2

Window tint shall be installed on the Chassis brow (5%) and both passenger windows (35%).

Reinstall the glove box holder in the cab, attaching to the back wall like RM1574. Install new trimlock around the top edge and on the two inner panels to reduce noise.

SUSPENSION / DRIVE TRAIN

The existing Rear Suspension system operation from the old chassis shall lower with left rear door operation with an override switch on the inside face primary rear entry door. This line should only be selected if a rear suspension system existed on the old take off chassis and the operation matches this description.

CHASSIS WHEEL COVER OPTIONS

DELETION CREDIT- Do not paint the outer rims of the chassis with white Krylon paint.

Stainless Steel Hub and Lug nut covers w/ rear valve ext

CHASSIS: EXTERIOR OPTIONS

CUSTOMER NOTES AND SPECIAL REQUESTS

The OEM step plates will be removed and replaced with fabricated brackets and step plates made from grip strut and capped on each end. Fabricate and install diamond plate close out panels to be located between the top and bottom steps. (Reference detailed photos from Unit #RM1574)

MODULE / CAB PAINT

Module Interior Paint

Paint module interior - complete

Module Exterior Paint

Paint module only any other color than white

Specify the paint Color Code: Vict. Red MS#1341993

The paint finish will be hand glazed with a non-wax based product.

CUSTOMER NOTES AND SPECIAL REQUESTS

Supply and install (3) Silver Snap Frame Brackets (14" x 14" Interior). Locations will be per the attached Paint Drawings (Rear, Streetside and Curbside). Customer already has placards.

Module Striping NOTE: Whenever possible please provide pictures and/or drawings of the desired paint stripe layout.

DELETE PAINTING THE CHASSIS TO MATCH THE BODY. NOTE: SELECT THIS ONLY WHEN THE MODULE

BODY IS BEING FULLY REPAINTED.

REFLECTIVE "SCOTCHLITE" STRIPING. NOTE: Specify the number of Scotchlite stripes in the column next to the correct width of the stripe. Attach a diagram of the desired stripe layout to this order.

1 inch Reflective Stripe

6 inch Reflective Stripe

Specify the color of the 1st reflective stripe: 1" White

REMOUNT PRICING

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Specify the Location of the 1st reflective stripe:	Ref Unit #RM1574
Specify the color of the 2nd reflective stripe:	6" White
Specify the Location of the 2nd reflective stripe:	Ref Unit #RM1574
Specify the color of the 3rd reflective stripe:	1" White
Specify the Location of the 3rd reflective stripe:	Ref Unit #RM1574

ATTACH A DIAGRAM OF THE DESIRED REFLECTIVE STRIPE LAYOUT TO THIS ORDER.

CUSTOMER NOTES AND SPECIAL REQUESTS

Install lettering and graphics package, QRS striping on each side of the SOL on both sides of the body (see attached CAD's and photos of Unit #RM1574 for reference).

Supply and install Chevron striping on the rear of the body in the shape of an "A". The striping shall consist of 6" Reflexite striping (Red and Fluorescent Lime/Yellow). The striping shall be on the entire rear of the body including the rear doors. The lettering on the rear of the body will be installed directly on the paint in lieu of on the Chevron stripes. (Ref. Unit #RM1574)

Ref. Lines #662 – 669 – The body stripes are in a hush pattern in a folded ribbon shape. This affects the 6" and two 1" reflective stripes. The stripes will have shading at the natural area of folds. The stripes have 1" of red paint showing between 1" and 6" white stripes. See photos of Unit #RM1574.

Install (2) 16" SOL (One of each side of the body).

Exterior Compartment Finish

(1) All exterior compartments finished in gray 3M texturized paint - When repainting the exterior module body

CUSTOMER NOTES AND SPECIAL REQUESTS

Replace existing (8) CAST 1/2 moons of strikers for exterior compartments, L1, L3/2, L3/1, L4, R1, R4, rear personnel entry and slide personnel entry doors.

MODULAR BODY:

L-1 COMPARTMENT

(1) Install 16" LED strip light in this compartment (Price is for one light)

(1) Replace the 9000 series "D" ring handle only WITH #1250 LOCK.

Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and

(1) Module Power is on. The light shall be located to the lower outer corner of the door.

CUSTOMER NOTES AND SPECIAL REQUESTS

REMOUNT PRICING

Version 23.2

(1) Raise the Filr Thermal Imaging mount as high as possible and centered on the L1 compartment back wall. Add Unistrut and mount Filr on an aluminum plate.

(2) Move the existing Flashlights on plate from the bottom of the aft wall to the center of the back wall between the SCBA brackets. See Drawing for reference.

NOTE: The following items will be reinstalled in the L-1 Compartment: Coat hooks- (1) forward wall, (1) forward wall on unistrut at top & (1) aft wall on unistrut at top, (2) SL45 flashlight chargers stacked low on the aft wall, (1) axe/tool brackets on forward wall and 2 on back wall lower unistrut, (2) SCBA bottle brackets mounted on the back wall (mounted as high as possible), and (2) fire extinguisher brackets 1 on front wall (corner), one on back wall. (Reference Check-in photos and CAD Drawing)

L-3 Compartment

(2) Install 15" LED strip light in this compartment (Price is for one light).

(2) Replace the 9000 series "D" ring handle only WITH #1250 LOCK. (one for L3/1 & one for L3/2)

(1) Replace the existing Cast aluminum spacer for a 206 style system.

Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and Module Power is on. The light shall be located to the lower outer corner of the door.

CUSTOMER NOTES AND SPECIAL REQUESTS

Ref. Line #758: (1) Forward wall and (1) Rear wall in L3/2.

Ref. Line #824: 2" Red LED light will be on L3/2 primary door.

L-4 Compartment

(1) Install 15" LED strip light in this compartment (Price is for one light).

Replace 1 ea. 206 latch with key locking stainless steel 9000 series D-ring handles with gaskets NOTE: for units that will be getting painted

(1) Replace inside diamond plate door panel with new diamond plate
Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and

(1) Module Power is on. The light shall be located to the lower outer corner of the door.

CUSTOMER NOTES AND SPECIAL REQUESTS

Add additional unistrut to accommodate a Universal O2 Bracket for an "H" tank.

Permanently eliminate the inside/outside access below the action area prior to installing the new floor covering. The storage area will remain in the L3/2 compartment but will be accessible from the outside only.

Fabricate a cabinet forward of the suction canister recess. The cabinet (inside access only) will have a 14"H x 14"W x 18"D pass through, to house two med boxes stacked one on top of the other. The total measurements of the two med boxes together are 17"L x 11"W x 8"H. The storage will have one slider door that slides into a pocket. The existing fixed shelf in the L3/2 to be replaced with new (Ref: RM1574).

REMOUNT PRICING
Version 23.2

902			
903		<u>R-1 Compartment</u>	
914	(1)	Replace the heavy duty spring type door check	
918	(1)	Install 15" LED strip light in this compartment (Price is for one light).	
919			
922	(1)	Replace the 9000 series "D" ring handle only WITH #1250 LOCK.	
929			
		Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and	
954	(1)	Module Power is on. The light shall be located to the lower outer corner of the door.	
968		<u>R-2 Compartment</u>	
969		No additional work to be done to this compartment	
1033		<u>R-4 Compartment</u>	
1044	(1)	Replace the heavy duty spring type door check	
1048	(1)	Install 15" LED strip light in this compartment (Price is for one light).	
1049			
1052	(1)	Replace the 9000 series "D" ring handle only WITH #1250 LOCK.	
1059			
		Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and	
1084	(1)	Module Power is on. The light shall be located to the lower outer corner of the door.	
1086		<u>CUSTOMER NOTES AND SPECIAL REQUESTS</u>	
1087		The Electric Step should be cleaned and lubricated prior to being reinstalled. The electric step should be battery hot	
1088			
1097			
1151		<u>CUSTOMER NOTES AND SPECIAL REQUESTS</u>	
		Note: Flashing LED RED 2" round lights being added to Exterior compartments will be Whelen OS Series Red flashing	
1152		lights.	
1153			
1159			
1177		<u>Rear Doors</u>	
1179	(4)	Replace or install 1 ea. 3" Grabber door checks (Enter the number of grabbers)	
		Replace 1 ea. 206 latch with key locking stainless steel 9001 series D-ring handles with gaskets	NOTE: for units
1183	(1)	that will be getting painted	
1193	(2)	Replace interior door handle with a folding "L" handle	
1211	(1)	Install 10" RED/WHITE reflective chevron striping on the lower kickplate of the interior Right rear door skin.	
1212	(1)	Install 10" RED/WHITE reflective chevron striping on the lower kickplate of the interior Left door skin.	
		Add a flashing Led red 2" round light to the interior side of the left rear entry door. This light shall activated anytime the	
1215	(1)	door is open and Module Power is on. The light shall be located to the lower outer corner of the door.	
		Add a flashing Led red 2" round light to the interior side of the right rear entry door. This light shall activated anytime the	
1216	(1)	door is open and Module Power is on. The light shall be located to the lower outer corner of the door.	
1217			
1218		<u>R-3 Side Entry Personnel Door</u>	
1220	(1)	Replace the existing gas shock	
		Replace 1 ea. 206 latch with key locking stainless steel 9001 series D-ring handles with gaskets	NOTE: for units
1221	(1)	that will be getting painted	
1228	(1)	Replace interior door handle with a folding "L" handle	
1232	(1)	Install new door hinge if body being painted	
1234			

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REMOUNT PRICING

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- 1248 (1) Install 10" RED/WHITE reflective chevron striping on the lower kickplate of the Interior door skin.
1249 (1) Add a flashing Led red 2" round light to the interior side of the side entry door. This light shall activated anytime the door is open and Module Power is on. The light shall be located to the lower outer corner of the door.

Windows

- 1251
1252
1253 (1) Replace fixed window in right rear entry door, with privacy tint (Enter the number of windows this size to replace)
1254 Specify size of the right rear window: 12" x 36"
1255 (1) Replace fixed window in left rear entry door, with privacy tint (Enter the number of windows this size to replace)
1256 Specify size of the left rear window: 12" x 36"
1257 (1) Replace fixed window in side entry door, with privacy tint (Enter the number of windows this size to replace)
1258 Specify size of the left rear window: 18" x 24"
1266
1267

CUSTOMER NOTES AND SPECIAL REQUESTS

Remove existing door caddy/glove box on Side Entry door and fabricate and mount a new painted aluminum door caddy in the inside panel of the side entry door. Caddy should be same design as RM1574. Install a new stainless steel divided triple glove box (MarketLab #1055) in the upper right hand corner. Include a back support and spacers so that glove boxes will be secure and easily loaded from the top. Trimlock around the top and along the spacers to diminish noise. Line # 1248: Install 10" RED/WHITE reflective chevron striping vertically on the right side of the R3 interior door skin.

Miscellaneous Module Exterior

- 1270
1271
1275
1296
1305 (2) Replace cast fenderette with one of the same style -Enter the number of fenderettes to be replaced
1306 Specify fenderette to be replaced: Both
1307
1319 (1) 1 recessed cast aluminum fuel fill housing
1327
1331 (1) Replace (4 total) diamond plate rub rails with 1" x 1" tubular support & plastic spacers off body
1332
1333 (1) Replace diamond plate rear kick plate with full width overlay style
1339 (3) Restraint strap sets with quick-release buckle (enter the number of straps desired)
1340 Enter The location of the 1st restraint strap: L4 compl.
1341 Enter The location of the 2nd restraint strap: L4 compl.
1342 Enter The location of the 3rd restraint strap: R1 compl.
1348

Rear Bumper

- 1349 (1) New Aluminum diamond plate trimmed rear bumper with folding step and one dock bumper per side (Steel frame)

CUSTOMER NOTES AND SPECIAL REQUESTS

Ref. Line #1350: Place non-slip tape between the bumper and folding step to reduce noise.

NOTE: Existing Turtle-Tile to be reused in the L4, L1, R1 and R4/ALS compartments.

Install Vislon film with Customer Logo on the exterior side of the rear door windows. Add 5% tint on the interior side of the windows on the rear doors.

Replace door lock actuators at the R3 and Rear Door.

PATIENT COMPARTMENT

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Miscellaneous Module Interior

1367
1389 (1) Fabricate and install a single piece fixed Dry-Erase board located over the squad bench backrest.

CUSTOMER NOTES AND SPECIAL REQUESTS

1396
1397 Ref. Line #1389 - Size and location for the dry erase board should match existing.

1398 Fabricate and install a small tilt-out compartment front face of squad bench. Includes a Sharps-Kendall #8900SA.
1402 Install just aft of 1st patient seat belt (female). Ref. Unit #RM1574

Interior Cabinets

1403 Replace clear Polycarbonate on cabinet door or sliders with new Polycarbonate. Enter the number of cabinets to
1405 receive the desired work.

1436 (9)	Specify location for 1st cabinet:	ALL
1437	Specify location for 2nd cabinet:	ALL
1438	Specify location for 3rd cabinet:	ALL
1439	Specify location for 4th cabinet:	ALL
1440	Specify location for 5th cabinet:	ALL
1441	Specify location for 6th cabinet:	ALL

CUSTOMER NOTES AND SPECIAL REQUESTS

1505 Replace (5) interior cabinet retention cords on cabinets B2, H1, H2, & (2) in H3.

Countertops

1560 (1) Install new solid surface countertop at the action area
1566 Specify the location for the solid surface countertop: Action Area

Floor Covering Options

1603 (1) Install Lonsaal LonPlate flooring up the streetside wall and up the face of squad bench.
1609 Specify the color of the floor covering: Mica #421

CUSTOMER NOTES AND SPECIAL REQUESTS

1657 Install a Sharps mounting bracket to the existing strap recessed into the left rear window.

1658 The top of the action area counter will have a red hinged lid to hold a recessed Sharps Container (BD 305344 8 Qt).
1659 See Project Manager for sample. Sharps Container is not included in this quote.

Seating/Upholstery Options

1660 Replace vinyl covered padded squad bench seat cushion, split lid. Enter the number of hinged squad bench sections
1661 desired for replacement.
1670 (2) Specify Aft or Forward Section of squad bench to be replaced: Swivel

1681 (1) Install a Nylon net at head of squad bench (barstock already exists)

1682 (1) Replace CPR seat pad

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1692	(1)	Wise Brand HIBAC Attendant seat with built-in 6 Point Child Safety Seat - INCLUDES SEAT BASE OF CHOICE-	
1693		PLEASE SELECT THE STYLE SEAT BASE DESIRED:	
1699	(1)	Specify the seat base style to be used (SWIVEL OR FIXED BOX):	Swivel
1700	(1)	Replace 1 set CPR seat seat belts and retractors (RED)	
1701	(1)	Replace 3 sets of seatbelts and retractors for squad bench (RED)	
1709		Replace 3 sets of patient restraint straps for squad bench (RED)	
1710		CUSTOMER NOTES AND SPECIAL REQUESTS	
1711		In addition to the new upholstery as selected above, also replace the vertical pad on aft CPR seat wall, trim above	
1712		cabinets A & B, R4/ALS vertical corner post.	
1713		Remove Defibrillator bracket and angled wall mount and return with loose equipment.	
1718		CUSTOMER NOTES AND SPECIAL REQUESTS	
1741		Note: The existing PowerLOAD system will be reinstalled.	
1742		Dome lights on both sides should be on Low Intensity when the doors are open.	
1743		Customer supplied NCE Snap Mount system for LP15 Defibrillator will be installed at customer inspection.	
1744		Electrical System	
1745		Electrical System Options	
1746		Replace action area control console Note: this option includes a new laminated panel with a new switch panel and	
1747		switches, 12VDC outlets and new wiring pigtail connected to the existing harnesses. Note: this option does not include	
1749		new A/C Thermostat, speaker volume controls or the replacement of any specialty components.	
1750		Cab Console Options	
1751		Console Type	
1762	(1)	Replace floor console - Type 1 - includes spotlight, switches, meter (volt and amp), map light, indicator lights. DOES	
1774	(1)	NOT INCLUDE NEW SIREN OR MAP BOOK STORAGE.	
1775	(1)	Map / Binder case mounted on floor in cab.	
1779		Enter the number of spaces up to 3 for map storage:	4
1780		Enter the amount in inches up to 2" between each storage space:	Adjustable divider
1781		CUSTOMER NOTES AND SPECIAL REQUESTS	
1826		**A customer supplied APX7500 (VHF & 800 MHz) will be installed. Radios to be Ignition Hot.	
1827		**Do not reinstall the existing XTL5000 radio. We will send that and all spare parts back to Kissimmee.	
1828		**DO NOT reuse any of the old cables or harnesses, replace cables/harnesses for radios with new. Remove wiring and	
1831		harnesses that will not be used. (DO NOT CUT)	
1832		**Radio Equipment - See attached Electrical Design approved by Customer.	
1833		Ref. Line #1762: This includes the "Center Lights" switch at R3 and the "Air-Ride Override" switch at the rear door.	
1834		Add Dual USB-C 12 Volt on cab console.	

REMOUNT PRICING

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Communication Radio Options

Customer supplied Antenna to be installed down module center line. Enter the number of antennas to be installed.

Specify the termination of the 1st coax cable: Cabinet E

CUSTOMER NOTES AND SPECIAL REQUESTS

Firecom equipment (Control head, Jacks, Hooks) will NOT be transferred/used. Items can be discarded.

Remove all of the antennas on the roof and weld the holes.

Safety Vision rear camera system with (3) cameras; (1) on the rear exterior body for reverse operation, (1) on the center trough panel in front of the rear headknocker for the patient compartment (both P/N SV-620A-kit) and (1) on the cab passenger's side forward of the door. The 7" color LED monitor with built-in four port control box w/4 triggers will be mounted on the cab headliner between the sun visors. Order the longest cables available for the rear cameras.

12VDC Outlet Options

Install 1 ea. 12 VDC outlet - Cigarette Lighter Style- Enter the number of outlets desired.

Specify the location of the 1st cigarette style 12VDC outlet: Pass thru

Interior Module Lighting

Replace existing 8" round halogen dome lights with Whelen 8" LED (Part #80C0EHCR) dome lights to be connected to the existing circuits.

Install new Trucklite LED lights to an already existing electrical circuit (Part #80251C) NOTE - The location of these

lights must be specified below.

Specify the location of the LED Light: Center Trough

115 VAC ELECTRICAL EQUIPMENT

Shoreline Options

Replace existing shoreline with a NON-AUTO EJECT 20 amp / 120vac Shoreline and mating adapter plug. Enter the number of shorelines to be replaced.

Install a SHORELINE IGNITION CUTOFF FEATURE. Anytime a shoreline is connected the chassis engine start circuit shall be disabled until the shoreline is disconnected. WARNING: POWER MUST BE PRESENT ON THE SHORELINE

CORD FOR THIS FEATURE TO WORK PROPERLY.

Vanner 1100 watt Inverter (model LSC12-1100) with transfer switch WITH battery charger

Specify the location of the Inverter: L3/2 compartment

Install additional 120 VAC Outlets -Enter the number of additional the 120VAC outlets desired.

Specify the location of the 1st 120VAC outlet: Cab D low (strip)

Specify the location of the 2nd 120VAC outlet: Cab G2 (strip)

CUSTOMER NOTES AND SPECIAL REQUESTS

Ref. #2033: Shoreline cover color is gray.

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2092
2093
2094
2098
2099

Ref. #2086: Install below the adjustable shelf on the left side of cabinet D (side wall or back wall). Will be used for Stryker Battery charger to free up space on Action Area.

EXTERIOR LIGHTS:

Excellance will determine what light holes may need welding modifications to accommodate any new light fixtures specified in this order. The cost for welding up any such light holes is included in the base conversion price.

LED Emergency Lights

2186

2187

2188

2191

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2197

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2272

2273

2279

2294

2298

2300

(10) 900 Red LED emergency light w/Flange (includes the lens)

(3) 900 series Clear LED w/Flange (includes the lens)

(4) 700 Red LED emergency light w/Flange (includes the lens)

(1) 700 series Amber LED emergency light w/Flange (includes the lens)

(2) 400 Red LED emergency light w/Flange (includes the lens)

(1) Wire Auxillary Mid-Level rear emergency lights to act as brake lights when not in emergency mode

Scene/ Load Lights

(6) 900 series LED scene light w/Flange (8-32 degree clear lens included)

CUSTOMER NOTES AND SPECIAL REQUESTS

Note: Scene lights should work independent of the Master switch.

Brake/ Tail, Turn Signals, Back-Up lights

900 Series Lights

(2) 900 series Red LED Brake/ Tail light w/ Flange (includes the lens)

700 Series Lights

(2) 700 series Red LED Brake/ Tail light w/ Flange (includes the lens)

600 Series Lights

(2) 600 series Red LED Brake/ Tail light w/o Flange (includes the lens)

(4) 600 Series Amber LED Turn signal light w/o Flange (includes the lens)

(2) 600 series Clear LED Back-up Light w/o Flange (includes the lens)

CUSTOMER NOTES AND SPECIAL REQUESTS

Note: All LED Emergency lights (including lightbars) shall be programmed with a Cornet style flash pattern. All lights shall have clear lenses.

ICC Lights (Identification & Clearance)

(7) Whelen OS series LED with chrome flange

Front-4, Rear-2, Sides-4
Front-3

Grille-2, Wheel Well-2
Rear

Intersection

Sides-4, Rear-2

Rear Mid

Rear Mid

Rear BTT
Front & Rear BTT

Rear BTT

(2) amber / (5) red

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Grille Emergency and Intersection Light Housings:
Grille Light Housing:

2310
2311
2312 (1) 2 - alum. grille housings (lights without speakers)

MODEL OF CHASSIS THAT HOUSING WILL BE INSTALLED ON:
TYPE OF LIGHT THAT HOUSING WILL NEED TO FIT:

M2
700

Intersection Light Housing:

2316
2317 (1) 2 - alum. Intersection light housings

MODEL OF CHASSIS THAT HOUSING WILL BE INSTALLED ON:
TYPE OF LIGHT THAT HOUSING WILL NEED TO FIT:

M2
400

2320
2322 (1) Install new recessed rear license plate tag frame bracket with light - CPI #C30002

EMERGENCY AUDIBLE WARNING SYSTEM

Speaker Options

2378
2383 (1) Two CPI through the bumper speakers (for Freightliner M2).

CUSTOMER NOTES AND SPECIAL REQUESTS

2385 Reprogram the existing Siren (Whelen 295HFSC9) for Simulated Mechanical.

2387 Install a Whelen Howler siren/speaker system with a momentary switch on the cab console.

OXYGEN AND SUCTION SYSTEMS:

2394
2396 (1) Zico "Universal" restraint system for a "H" tank

2406 (1) Add an additional oxygen outlet ENTER THE NUMBER OF OUTLETS TO BE ADDED.

SPECIFY 1ST LOCATION OF NEW OUTLET:

Above Patient
head

CUSTOMER NOTES AND SPECIAL REQUESTS

2407
2451 Fabricate an open faced storage cubby at the head of the squad bench for a customer installed Laerdal LSU portable suction system. The system will lie flat on a bracket in the storage cubby and be accessible from the stepwell side. Install a 120vac outlet in the storage cubby for the brackets power cord. The storage cubby will be 14 1/2" w x 12 1/4" l x 16" d.

2456
2457 Ref. Line #2466: The 12volt HVAC system located above the R4 compartment will be ducted down the center trough. Rigid ducting will be added and integrated into the center wiring trough. This will require a new wider trough cover. As a result of the wider trough cover, the existing grab handles will need to be relocated and replaced with 12" Yellow grab handles, three on each side of the center trough. The relocation of the overhead grab handles will require new bar stock and the streetside and curbside ceiling skins to be replaced. The new ceiling skins will be installed prior to repainting the module interior.

HVAC SYSTEMS:

HVAC systems

12 VOLT ONLY HVAC systems:

2464
2465
2466 (1) Heavy duty combination heater / air conditioner system with digital thermostat with digital temperature display.

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2468 (1) Add an under-body-mounted auxiliary A/C condenser. PLEASE CONTACT FACTORY TO DETERMINE IF THIS WILL
2471) FIT UNDER THE BODY- SOME MODELS DO NOT ALLOW THE NECESSARY ROOM.

Temperature Control Options

2483
2498 (1) Replace the existing air return filtered grille with a new grille and filter.

CUSTOMER NOTES AND SPECIAL REQUESTS

2518
2519 Install a second A/C 12volt system to the patient compartment. The second system will have its own A/C compressor,
2520 thermostat, and underbody three fan condenser. The condenser will be located under the L3/2 compartment with the
edge painted black. The compressor for the existing system and the compressor for the new second system will be
mounted under the chassis hood on a dual mount bracket.

The second A/C system will be located in the current H1 & H2 cabinets with the output registers routed to the face of
the HVAC above it. The divider between the two cabinets to be permanently removed and a wall installed on the right
side of cabinet H2 making the cabinet inside access only.

FACTORY PAID TRANSPORTATION (DESCRIBE IN THIS SECTION THE REQUIREMENTS)

2521
2522
2526
2551
2552 Travel allowance for final inspection (3 people, 2 nights)

3,000.00

2553 Pickup the remount (Kissimmee to Madison)

1,750.00

2554 Deliver the remount (Madison to Kissimmee)

1,750.00

CONTINGENCY ALLOWANCE / PORTION NOT USED WILL BE DEDUCTED FROM THE FINAL INVOICE.

2562
2563 Kissimmee Contingency Allowance - these funds are to be used for items identified in need of repair throughout the
remount process with prior approval from Kissimmee primary contact.

5,000.00

ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT

2587
2588
2589
2590 PAYMENT TERMS ARE COD/FOB EXCELLANCE, INC. MADISON, AL.

2591 The effective date of this contract is the day this order is accepted by Excellance as evidenced by the date this contract is executed by an officer of Excellance.

2592
2593 Construction will begin only after all questions have been resolved. Once the unit is in production, changes will result in an engineering fee of \$250 in addition
2594 to the price for the change.

2595
2596 Failure to select an option on this order form will result in: (i) no charge to the customer, (ii) no obligation by Excellance for that item, and (iii) the possibility
2597 of a \$250 charge for changes or additions that occur after production begins on a vehicle. To select any option you must either: (a) enter "1" in the "()",
2598 OR (b) enter a specific number in the "()" when instructed to do so.

2599
2600 Review this order carefully. Changes, alterations or additional work ordered shall be charged for at current rates with additional time being allowed Excellance for delivery.

2601
2602 Price is exclusive of taxes, licenses, etc. which shall be the responsibility of purchaser. All delivery dates are approximate unless otherwise indicated and are
2603 subject to and dependent upon the Purchaser furnishing all required information to Excellance in a timely manner.

2604
2605 Fulfillment of this order by Excellance shall be contingent upon strikes, lock-outs, fires, accidents, Government regulations, inability to secure materials or other
2606 causes beyond Excellance's control. Excellance may substitute comparable parts if the specified part is not available. If colors are not specified, Excellance retains
2607 the right to assign colors based upon availability.

2608

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2609 In the event Purchaser cancels this order prior to Excellence beginning production on the unit(s) covered hereunder, then Excellence shall be entitled to receive
2610 from Purchaser the greater of (a) 15% of the contract price, or (b) all deposits paid by Purchaser hereunder. In the event Purchaser cancels this order after Excellence
2611 begins production on the unit(s) covered hereunder, then Excellence shall be entitled to receive from Purchaser the full contract price less the amount of money saved by
2612 Excellence by reason of the cancellation (e.g., actual costs incurred) plus 15% of the contract price.
2613
2614 Any warranties on the products sold hereunder are those made by the manufacturer of said products. Excellence, as the seller of such products, expressly disclaims
2615 all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes
2616 any other person to assume for it any liability in connection with the sale of such products.
2617
2618 In the event there is a "trade-in" unit that Excellence agreed to take "in trade" as partial consideration of the purchase price hereunder, Excellence shall be under no
2619 obligation to tender the MSO/title for the new unit to the purchaser until Excellence (a) receives the MSO/title for the unit to be "traded in", and (b) has possession of
2620 the unit "traded in".
2621
2622 This contract contains the entire understanding between the parties, supersedes any previous agreement or understanding, and any changes to this contract
2623 must be in writing and signed by Purchaser and Excellence.
2624
2625 Arbitration provision: The laws of the state of Alabama, as applicable to contracts to be performed entirely within that state, shall govern this agreement. Any
2626 controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American
2627 Arbitration Association and any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

EXCELLANCE, INC.

453 Lanier Road, Madison, Alabama 35758, Phone (256) 772-9321

Toll Free 1-800-882-9799 Fax # (256) 772-8792

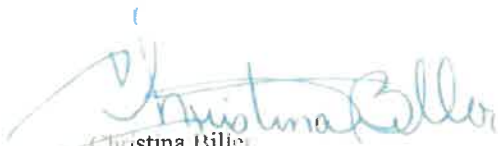
June 5, 2024

To Whom It May Concern,

Excellance, Inc. would like to request "Sole Source" status with Kissimmee Fire Department for the purposes of supplying ambulance apparatus now and in the future.

Justification:

1. Excellance, Inc. has supplied the last nine ambulances to Kissimmee Fire Department built to GSA KKK-1822F minimum specifications.
2. Excellance Inc. provides a remount program for all ambulances or apparatus built that includes the renewal of the structural warranty of 25 years upon each remount. This would give an anticipated capital investment savings minimum of 40% each time their ambulance is remounted and re-furbished, saving the city many thousands of dollars. The City of Kissimmee has been in this remount program since 2008 and has reaped these savings many times over with each year that they remount their ambulances.
3. Excellance, Inc. is the only manufacturer that uses the combined construction processes of an all-welded ambulance body and an Electromechanical control system making the ambulance easy to service and providing the safest ambulance on the road.
4. Because Kissimmee Fire Department has been on a replacement program utilizing the Excellance brand ambulances, the need to maintain consistency within their fleet is very important. The construction techniques employed by Excellance Inc. are unique to the industry in many ways and as follows:
 - Excellance is the only manufacturer that utilizes a 206 FMVSS Eberhard "D" ring style exterior door latching system.
 - Excellance is the only manufacturer to utilize "Monolithic Unitized Construction" creating the necessary safety.
 - Excellance is the designer of the current floorplan being used by Kissimmee Fire Department.
 - Excellance is the only company that can renew the warranties on the ambulance bodies upon remounting them.
 - Excellance is the only company utilizing a fully centralized electrical system.
 - Excellance is the only company that can provide the exact ambulance body proposed for Critical Care transport use.


Christina Miller
Sales Manager
Excellance, Inc

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Ambulance Type I - 4x2 Medium Duty Diesel Engine

Item: 623, Excellance, Freightliner M2 / Modular Box 96``x166``x72``

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Excellance, Inc	\$285,375.00	Build

EXCELLANCE, INC.
453 Lanier Rd., Madison, Alabama 35758
1-800-882-9799

AQ version 23.0
2/23/2023 15:27

Quote # : **FSA.623**
Quoted by: **CAB**
Excellance unit #: **Fr M2**

PRICE QUOTE, ORDER FORM and WORK ORDER

CUSTOMER: **Florida Sheriffs Association**
ADDRESS: _____
TELEPHONE: _____
FAX: _____
E-MAIL: _____
TECHNICAL CONTACT: _____

" FILE NAME " : **Freightliner Type I MD**
DEALER: _____
ADDRESS: _____
CITY, STATE ZIP: _____
TELEPHONE: _____
FAX: _____
SALESMAN: **Christina Biller**

This person is authorized to make any changes to the vehicle and/or contract that may affect the final design, configuration, and cost of the unit.

DATE GENERATED: **2.15.23**

SALES SUMMARY

PROJECT MGR: _____

	CHASSIS:	\$87,601.50	
	BASE PRICE FOR CONVERSION:	\$ 205,482.08	(INCLUDES ALL STANDARD FEATURES)
	PRICE FOR OPTIONS:	\$3,492.73	
	LESS DELETION CREDITS:	(\$14,251.18)	
#	LESS MANUFACTURING CREDIT:	(\$0.00)	
	"LOOSE" EQUIPMENT:	\$0.00	
	FACTORY PAID TRANSPORTATION:	\$0.00	
	PERFORMANCE BOND:	\$0.00	
	DEALER PROVIDED / INSTALLED ITEMS:	\$3,050.00	
	LESS PRE-PAYMENT DISCOUNT:	\$0.00	
	LESS MULTI-UNIT DISCOUNT:	\$0.00	
	DEALER CONCESSIONS:	\$0.00	
	OEM CONCESSIONS:	\$0.00	
	COST OF UNIT:	\$285,375.13	

How "Cost of Unit" will be paid:

TRADE-IN CREDIT FOR USED UNIT:	\$0.00
DEPOSIT WITH ORDER:	\$0.00
BALANCE DUE UPON DELIVERY:	\$285,375.13

- * REVIEW THIS DOCUMENT CAREFULLY. IT TAKES PRECEDENCE OVER ALL OTHER DOCUMENTS.
- * ANY ITEM NOT "SELECTED" ON THIS ORDER IS NOT INCLUDED IN THE PRICE FOR THE VEHICLE.
- * AFTER THIS ORDER HAS BEEN ACCEPTED BY EXCELLANCE, ALL CHANGES MUST BE APPROVED BY EXCELLANCE AND EACH CHANGE WILL BE ASSESSED A \$250.00 ENGINEERING CHARGE.
- * ALL ENGINEERING DRAWINGS MUST BE INITIALED BY THE CUSTOMER BEFORE WORK IS BEGUN AND BEFORE PARTS WILL BE ORDERED BY EXCELLANCE.
- * COMPLETION OF VEHICLE IS ANTICIPATED TO BE WITHIN 90 TO 120 DAYS FROM THE LATTER OF: (A) RECEIPT OF CHASSIS, OR (B) RECEIPT OF WRITTEN PURCHASE ORDER WITH A COMPLETE COPY OF THIS ORDER (WITH ALL QUESTIONS ANSWERED BY PURCHASER), OR (C) RECEIPT OF ALL PARTS SUPPLIED BY PURCHASER (e.g., CUSTOMER AND/OR DEALER).

STATUS OF THIS ORDER

- (1) B. This order reflects the final contract. All items have been "priced", specifications and "drawings" of all items provided, all pre-construction data provided, and all questions have been answered.

ADDITIONAL TERMS AND CONDITIONS AT LINE # 3080 ARE INCORPORATED HEREIN BY REFERENCE.

APPROVED AND ACCEPTED BY:

CUSTOMER: _____ DATE: _____

TITLE: _____

DATE: _____ P. O. #: _____

SALESMAN: _____ DATE: _____

This is not binding unless signed by an officer of Excellence.

EXCELLANCE: _____ DATE: _____

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3145	Important Information regarding Chassis Attachments (Engineering Drawings)

CHASSIS: STANDARD SPECIFICATIONS

The chassis model year shall be: 2024

The chassis engine shall be a **diesel** - powered engine.

(1) The cab for the chassis will be ordered "**standard OEM white**" from the chassis manufacturer.

(1) The chassis will be SUPPLIED BY EXCELLANCE. Customer FIN code:

Note: Excellance is entitled to OEM concessions on any chassis supplied by Excellance.

EXTRA HEAVY DUTY CHASSIS

(1)	EHD I - 96" x 166" box	CA =	<u>104"</u>	Conversion:	183,743.85	183,743.85
				Input Chassis:	87,601.50	87,601.50

Specify model of EHD chassis here: **Freightliner M2**

Model year: 2024

Engine type: **CUM B6.7**

Horsepower: 260EV

Transmission Type: Allison 2200 EVS

C.A. dimension: 104"

CHASSIS: SPECIAL OPTIONS

The vehicle will be ready for delivery w/ electrical diagrams, cleaned, inspected, fuel tanks full, vehicle serviced, certified weight ticket, and copies of all warranties and owners manuals.

Air tanks installed by Excellance will have manual moisture relief valves.

(1)	* Interface for Air Ride from module to a dealer or customer supplied chassis.	313.80	313.80
-------	--	--------	--------

* This includes a dump circuit with override switch at the rear module door and a dump circuit in the cab of the chassis.

CHASSIS: TIRE / WHEEL OPTIONS

OEM Steel-belted All-Weather Radial tires per chassis specifications

(1) * There is no spare tire for this ambulance chassis.

CHASSIS: EXTERIOR OPTIONS

607	(1)	* Mud Flaps, 2 Rear			N/C
622					
625		CHASSIS: INTERIOR CAB OPTIONS	Wholesale	Extended	
626			Price	Price	
640					
641	(1)	Cab floorboard to have rubber matting			N/C
657					
658					
660		CHASSIS ELECTRICAL SYSTEM: STANDARD SPECIFICATIONS			N/C
661					
662	(1)	OEM auto-throttle, with on/off switch - EHD units only			
663		Module disconnect power switch			
668		OEM alternator(s) with internal regulator			
671		Back-up alarm, reverse activated			
685					
687		CHASSIS ELECTRICAL SYSTEM: INTERIOR CAB OPTIONS	Wholesale	Extended	
688			Price	Price	
690	(1)	Floor mounted console on Type I and EHD units			N/C
700	(1)	Map Light, Flex-head Littlelite with red lens (12" shaft) located on front console			N/C
708	(1)	Volt Meter with Dual USB port installed on console switch panel.			N/C
710					
745					
746		MODULAR BODY: STANDARD SPECIFICATIONS			N/C
747					
748		All aluminum modular ambulance body with 1/4-inch thick aluminum corner extrusions			
751	(1)	Module headroom shall be 72 inches for this unit.			
753		All aluminum framework with special anti-corrosion barrier applied to all fasteners, hinges, and components			
754		Aluminum exterior skin shall be .125" thick, attached by continuous welds at all seams and corners			
755		Aluminum exterior roof skin shall be .125" thick aluminum			
757		3/4-inch thick composite floor with .063" aluminum subfloor insulated with Polystyrene foam planking			
758		Install .125" thick Aluminum overlay to the top of the Coosa Board floor			
762		3 module entry doors and all exterior compartment doors insulated with 2" Styrofoam planking			
763	(1)	Left rear door shall close with an automatic "slam latch"			
764		2 key locking module entry door handles all keyed alike			
765	(1)	Curbside entry door equipped with gas shock and nylon restraint strap to reduce opening and closing force			
769		Number of grabber / hold-open devices with gaskets: <u>2</u> on each rear entry door			
770		Polished extruded aluminum drip rails over all module entry doors and exterior compartment doors			
776		1 set aluminum diamondplate stone guards for front of unit			
778		1 set diamondplate rub rails with aluminum tubular support & plastic spacers off body			
779		2 aluminum wheelwells			
780	(1)	1 set polished cast aluminum module fenderettes			
783		1 diamondplate rear kick panel			
786	(1)	10 body mounting 5/8" diameter Grade 8 bolts w/ heavy duty wear point spacers & outrigger supports			
788		1 custom-made aluminum diamondplate rear bumper with the following features:			
789		<u>angled</u> rear corners	0.00	0.00	
790		<u>folding</u> step built into bumper			
791		<u>1</u> dock bumper(s) each side of bumper		0.00	
792		All windows installed in the patient compartment come with "privacy glass"			
793		Fixed window for each rear entry door. Specify size: <u>12" x 36"</u>			
795	(1)	Fixed curbside entry door window. Specify size: <u>18" x 24"</u>			
812					
813			Wholesale	Extended	
814		MODULAR BODY: OPTIONS	Price	Price	
815					
832	(1)	* Modify roof structure to add additional tubing allowing module ceiling to be a flat	1,235.25	1,235.25	
833		surface. Center trough pad will be replaced with a painted cover panel. The roof			
834		of the module will be double insulated.			
835	(1)	* Modify L4 compartment into an upper and lower compartment. The Upper L4/1	1,369.50	1,369.50	
836		compartment will house the HVAC system facing forward with lines being routed			
837		around the front of the module to be ducted through the ceiling and at the front bulkhead.			
838	(1)	* Cabinet B and Cabinet D above the CPR seat shall be angled.	260.60	260.60	
868					

869									
870									
871									
872	(1)		Outside of 4 outer wheels (w/o inserts) to be painted with Krylon spray paint to match module						N/C
875			Include one touch up paint kit for each color used						
877	(1)		Install Federal ambulance markings ("Star of Life" Kit) upon customer pick-up at factory						N/C
881									
882									
883									
884			The cab for the chassis will be ordered and painted				standard OEM white.		
885	(1)		The module shall be painted the same color to match the chassis.						
898	(1)		* Metallic paint will not be used anywhere on this unit.						
911									
912									
913	(1)		Single 11-inch beltline reflective			orange	stripe on sides of module & cab		N/C
959									
960									
961	(1)		Black reflective 1/4" pinstripe tape on top & bottom of Beltline						N/C
970									
1014									
1015									
1016									
1029									
1030									
1031									
1032									
1033	(1)		Excellance will not supply or install any lettering.						
1034									
1037									
1052									
1053									
1054									N/C
1055			All exterior compartment doors insulated with 2" styrofoam						
1056			206 latch w/ key locking stainless steel 9000 series D-ring handles with gaskets (where possible)						
1058	(1)		Doors equipped with gas shocks to reduce opening and closing force						
1065			Machine louvered or plastic venting, as needed, in all exterior compartments						
1087									
1088									
1089			All aluminum unistruts to be welded into exterior compartments (no screws or rivets)						
1090			* Oxygen tank(s) shall be located in compartment L4 (Streetside Forward)						
1091								Wholesale Price	Extended Price
1092									
1093	(1)		Compartment L1: (Streetside Rear)						
1094	(1)		Tall L1 version - standard for 146" & 166" modules						
1094	(1)		* Backboard storage in L1 will have	2		adjustable vertical dividers			0.00
1096			Type of shelves in L1:	Quantity		Thickness of aluminum			
1097			Adjustable shelves with unistrut	3		0.125"			0.00
1098			Fixed shelves	0		0.125"			0.00
1100	(1)		Inside / Outside access with interior cabinet door						
1106	(1)		One standard LED light in compartment - to be door activated						N/C
1127									
1128									
1135	(1)		Compartment L3/1: (Outside electrical compartment for power distribution panel)						
1144			One standard LED light in compartment - to be door activated						N/C
1145									
1147									
1148			Compartment L3/2: (Streetside Intermediate)						
1149			Type of shelves in L3/2:	Quantity		Thickness of aluminum			
1149			Adjustable shelves with unistrut	0		0.125"			0.00
1149			Fixed shelves	0		0.125"			0.00
1156	(1)		One standard LED light in compartment - to be door activated						N/C
1177									
1178									
1181			Compartment L4: (Streetside Forward)						
1182			Type of shelves in L4:	Quantity		Thickness of aluminum			
1182			Adjustable shelves with unistrut	0		0.125"			0.00
1183			Fixed shelves	0		0.125"			0.00

1185	(1)	One standard LED light in compartment - to be door activated				N/C
1203						
1205		Compartment R1: (Curbside Rear)				
1222	(1)	Tall R1 - standard on 166" & over boxes - includes short R2 unless deleted at	1254			N/C
1225	(1)	* Backboard storage in Tall R1. # of adjust. dividers:	0	-332.42	(332.42)	
1227		Type of shelves in Tall R1:	Quantity	Thickness of aluminum		
1228		Adjustable shelves with unistrut	0	0.125"		0.00
1229		Fixed shelves	0	0.125"		0.00
1232	(1)	Outside access for Tall R1				N/C
1235	(1)	One standard LED light in R1 compartment - to be door activated				N/C
1252						
1253	(1)	Compartment Short R2: (Curbside Rear) Only available if Tall R1 is selected.				
1255	(1)	Inside / Outside access for Short R2				N/C
1259		Type of shelves in R2:	Quantity	Thickness of aluminum		
1260		Adjustable shelves with unistrut	1	0.125"		0.00
1261		Fixed shelves	0	0.125"		0.00
1263	(1)	One standard LED light in compartment - to be door activated				N/C
1279						
1280		Compartment R4: (Curbside Forward)				
1281	(1)	Inside / Outside access for full height of R4 compartment				N/C
1295	(1)	Drug box storage in R4 shall have a locking Painted Aluminum door.				N/C
1296	(1)	Cabinet beside the drug box storage in R4 will have inside / outside				
1297		access with a non-locking Painted Aluminum interior door.				N/C
1298		The vertically-hinged doors will be individually latching doors				N/C
1308						
1309		Type of shelves in R4:	Quantity	Thickness of aluminum		
1310		Adjustable shelves with unistrut	2	0.125"		0.00
1311		Fixed shelves	0	0.125"		0.00
1318	(1)	One standard LED light in compartment - to be door activated				N/C
1334						
1417	(5)	Number of exterior compartment(s) to be finished in Excellance texturized paint.				N/C
1418		Specify each compartment here: ALL - EXCEPT R4 which is to be finished white				
1489						
1491		PATIENT COMPARTMENT: STANDARD SPECIFICATIONS				
1492						
1493		Install clear polycarbonate throughout the unit.				N/C
1497		Full seam-welded NFPA-compliant anti-skid aluminum diamondplate stepwell with flush sweep-out design				
1498		Door-activated flush-mounted stepwell light, LED				
1499		3 interior entry door panels, aluminum painted white				
1500	(1)	Alternating red/white 10" reflective diagonal stripes on each Personnel Door				
1505		Grab handles for module doors to be: 1.25" diameter seamless stainless steel				
1506	(1)	Grab handle(s) for the inside of the side entry door: 18" long		Pricing:		0.00
1508	(1)	Grab handle(s) on each rear door inside the module: "L" shape 33" x 17.5"		Pricing:		0.00
1509		Aluminum walls painted white				
1510		Aluminum ceiling finish painted white				
1511	(1)	Insulation in the module walls and ceiling				
1513		Welded tubular aluminum cabinet framework with cabinet tubular faces painted white				
1514		Sliding medical cabinet doors of 1/4" polycarbonate with full height extruded aluminum handles				
1515		All cabinet interiors are to be painted white				
1516		Cabinets have Austin latches on hinged cabinet doors and Safety Pins on sliding doors (KKK compliant)				
1517		Cabinets will be labeled with their rated weight capacity				
1518		Streetside action area with solid surface counter top		Pricing:		
1519		The color for all counter tops will be: light gray w/ white & charcoal speckles		111.25		0.00
1527		Action area shelf to have lip				
1528		Oxygen compartment shall have one polycarbonate hinged access door for "M" & "H" size cylinders				
1529		Squad bench w/vinyl covered padded split seat cushion and with a hinged lid				
1530		two 6-point seat belt harnesses: red				
1531		sets of patient restraint straps: 3 red				0.00
1532		Squad bench to have a solid vinyl covered padded back rest and head rest				
1533		2 "No smoking oxygen equipped / Fasten your seatbelt" decals, one in cab and one in module				
1534		Removable wiring access panels, vinyl padded down the center of the ceiling w/ 1" x 2" tubular supports				
1536	(1)	# of 96" x 1.25" diameter stainless steel overhead grab rails on 166" module: 1				
1539		1 CPR seat with vinyl covered padded seat and head protectors				

1540 CPR seat to have 6-point seat belt harness

1550

1562

1563 **PATIENT COMPARTMENT: OPTIONS**

1564

1565 Painted white interior

1570 * High back EMT Captains Chair (Bucket Seat) at Action Area w/ these features:

1571 Built-in Child-Safety Seat? No

1572 # of seat belt harness points: 6

1573 # of arm rests: 0 no arm rests

1577 (1) * Sewn upholstery

1579 (1) * WISE brand

1581

1583

Type of IV holder	Quantity	Mounting location for IV holders:
Rubber shaft fold-down w/ velcro	1	head of primary cot
Rubber shaft fold-down w/ velcro	1	head of squad bench

 0.00

1584 Rubber shaft fold-down w/ velcro 1 head of primary cot

1585 Rubber shaft fold-down w/ velcro 1 head of squad bench

1619

1620 Cabinet over Action Area to have...

1621 (1) Sliding doors that are made of polycarbonate N/C

1687

1688 **BIO-HAZARD / TRASH CONTAINERS:**

1689

1691 (1) Two wall mounted Maxxim kits - each kit has one sharpes container and one trash container N/C

1694 (1) Maxxim kit(s) to be mounted by Excellance when customer picks up unit N/C

1753

1754 **SEATING / UPHOLSTERY: OPTIONS**

1755

1756 Padded vinyl head protectors over module entryways, color coordinated to match interior

1759 (1) Gray color for upholstery (Gray)

1768 (1) Net at head of Squad Bench, standard 58" x 17" (Red unless specified in Customer Notes) N/C

1784

1785 **FLOOR COVERING: OPTIONS**

1786

1787 Heavy duty vinyl floor covering will be installed inside patient compartment

1788 (1) * Lonseal / Lonplate II flooring (this flooring will extend up the side walls)

1797

Type of floor selected above:	Floor color	Curbside wall covered in:
* Lonseal / Lonplate II flooring	421 Mica	Floor covering

1798

Streetside wall covered in:
Floor covering

1807

1808 **HANDRAILS / MOUNTING BRACKETS: OPTIONS**

1809

1810 (1) All handrails will be stainless steel, knurled, antimicrobial rails painted (powder coated) yellow. N/C

1823

1824

1825 **COT / LITTER MOUNT: OPTIONS**

1826

1827 The cot used in this unit will be a: (Brand) (Model)

1828 The cot will be supplied by: TBD TBD

1829 The retention system will be supplied by: Customer

1830 Purchaser / Customer agrees to idemnify and hold Excellance harmless for the installation of any
1831 cot retention system specified by the Customer that is not compliant with any governmental authority.

1832

1833 The mounting position for the cot shall be:

1834 (1) * Center mount for one cot N/C

1836

1838 (1) Post and wheel cups will NOT be installed in the patient compartment.

1844

1845 **THE COT WILL BE SUPPLIED BY CUSTOMER**

1849 **THE RETENTION SYSTEM WILL BE SUPPLIED BY CUSTOMER**

1867

1868 **MODULE ELECTRICAL SYSTEM: STANDARD SPECIFICATIONS** N/C

1869

1870 12 VDC electrical distribution system

1871 Color and function coded wiring

1872

1873

1874

1875

1876

1877

1879

1880

1883

1884

1889

1890

1891

1895

1896

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2077

2078

2079

2080

2081

2114

2125

2140

2142

2143

2147

2166

2167

2200

2202

2203

2204

2205

GXL high temperature wiring insulation

Automatic reset circuit breakers

Heat shrink tubing on all terminals

Lighted rocker switches

Engraved backlit switch labels

1 labeled power distribution panel will be located in the exterior L3/1 compartment

Patient compartment control console with hinged access panels in action area

12 VDC Medical outlets to be installed as follows:

Type of outlet:	Quantity	Location for outlet(s):
Cigarette	2	Action Area

Magnetically controlled, hermetically sealed door switches

"Module Entry Door Open" warning circuit w/ warning light in cab console

Door activated exterior compartment lighting

All of the dome lights located on the curbside to turn on to low intensity when module entry doors are opened and/or switch on cab console is activated

All switches, indicators and control devices shall be labeled in accordance w/ current KKK-A-1822

MODULE ELECTRICAL SYSTEM: OPTIONS

1 Kussmaul #091-32 Load Manager / Sequencer.

Load Manager and status indicator to be located in cab console.

(1) Excellance will determine load manager circuits and sequence of priority.

2 #RG58U coax antenna cables from center wiring trough to behind driver's seat

* Location for origination of first "std" coax cable: module center trough

* Location for termination of first "std" coax cable: behind the cab seat

* Location for origination of 2nd "std" coax cable: module center trough

* Location for termination of 2nd "std" coax cable: behind the cab seat

(1) TruckLite LEDs # 80162C EMT ("Standard" in action area)

(1) Four 8-inch LED dome lights mounted in ceiling on streetside

(1) Four 8-inch LED dome lights mounted in ceiling on curbside

(1) * All ceiling lights to operate with two switches (one for streetside & one for curbside lights).

125 VAC ELECTRICAL: STANDARD SPECIFICATIONS

Location for each 125 VAC duplex receptacle (interior to be lighted; exterior to be weatherproof):

(1) in EMT panel

(1) lower section of the R-4 ALS cabinet

GFI circuit breaker box to be located: mounted in GFI box in electrical panel

First GFI circuit breaker to be wired to: the engine block heater

Second GFI circuit breaker wired to: the 125V electrical system

SHORELINE OPTIONS

(1) One 30 amp / 125 volt Twist Lock Shoreline Plug with weatherproof lift cover (with female Shoreline Input Adapter)

(1) * Shoreline to be mounted : Side of module forward of L4 hinge

125 VAC ELECTRICAL EQUIPMENT: OPTIONS

On-board 15-amp battery charger activated via the shoreline

(1) * Pre-wire with switch at EMT panel for inverter to be installed by customer

* Specify brand & model number of the inverter here:

SCENE AND EXTERIOR LIGHTS: STANDARD SPECIFICATIONS

2 backup lights wired to operate with rear scene / load lights

Rear license plate bracket shall be surface mounted on rear of unit with light

0.00

</

2206		1 set of red rear turn marker lights on each side of module using:		
2207	(1)	L.E.D. 4" round turn marker lights (part # 44350R)		N/C
2211				
2212		WORKLIGHTS / FLOODLIGHTS / SPOTLIGHT: OPTIONS		
2213				
2214		The hand-held spotlight will be:	<u>recess-mounted on passenger side of front console</u>	
2215	(1)	Minimum 100,000 CP lamp handheld spotlight w/ momentary switch (Standard)		N/C
2225				
2226	(1)	2 Whelen 900 (w/ flange) work / scene lights with 8-32 degree optic on each side of module.		N/C
2231		Work / scene light on curbside of module activated by side entry door.		
2236	(1)	2 Whelen 900 (w/ flange) load / scene lights with 8-32 degree optic on rear wall of module.		N/C
2243		Rear lights activated when rear doors are opened or transmission is put into reverse.		
2245		Note: Scene lights on rear of module will be deleted when rear light bar has scene light option.		
2283				
2284		TURN SIGNAL / TAIL LIGHTS: OPTIONS		
2285				
2286		Primary brake, turn signal & backup lighting		
2287				
2288		The Primary brake, turn signal, and backup lights on the rear of the module will be:		
2289		600 series L.E.D. lights	as <u>turn signals</u> set in a triple Horizontal Casting	N/C
2290		600 series L.E.D. lights	as <u>brake lights</u> set in a triple Horizontal Casting	N/C
2291		600 series L.E.D. lights	as <u>backup lights</u> set in a triple Horizontal Casting	N/C
2361		Any ICC lights not mounted on light-bar shall be mounted on front wall of module.		
2405		Any ICC lights not mounted on light-bar shall be mounted on rear wall of module.		
2417				
2419		GRILL LIGHTS / INTERSECTION LIGHTS		
2435				
2436		Grill Lights shall be:		
2437	(705)	Whelen 700 Red L.E.D. w/o flange	Lens color: <u>clear</u>	
2439				
2440				Lens color:
2441	(405)	Intersection Lights on the driver's side shall be:	Whelen 400 Red L.E.D. w/o flange	<u>clear</u>
2442	(405)	Intersection Lights on passenger's side shall be:	Whelen 400 Red L.E.D. w/o flange	<u>clear</u>
2455				
2456		OTHER VISUAL WARNING LIGHTS: STANDARD SPECIFICATIONS		
2479				
2480		Flashing light installed at the <u>top center of front module wall</u> shall be:		
2481	(904)	Whelen 900 series White LED with flange		N/C
2482		The color of the lens for this light is:	<u>clear</u>	
2484				
2485		Flashing lights in each <u>upper corner of the front module wall</u> (2 total) shall be:		
2486	(901)	Whelen 900 series Red LED w/ flange		N/C
2487		The color of the lens for this light is:	<u>clear</u>	
2489				
2500		Flashing lights in each <u>upper corner of the curbside module wall</u> (2 total) are:		
2501	(901)	Whelen 900 series Red LED w/ flange		N/C
2502		The color of the lens for this light is:	<u>clear</u>	
2504				
2505		Flashing lights in each <u>upper corner of streetside module wall</u> (2 total) are:		
2506	(901)	Whelen 900 series Red LED w/ flange		N/C
2507		The color of the lens for this light is:	<u>clear</u>	
2509				
2510		* Wheel well lights on each side of module (2 total) shall be:		
2511	(701)	Whelen 700 series Red LED w/ flange		313.58
2512		The wheel well light lens color is:	<u>clear</u>	
2513				
2514		Flashing lights in the <u>upper corners of module rear wall</u> (2 total) shall be:		
2515	(901)	Whelen 900 series Red LED w/ flange		N/C
2516		The color of the lens for this light is:	<u>clear</u>	
2518				
2540		Flashing light installed at the <u>top center of rear module wall</u> shall be:		

2541	(702)	Whelen 700 series Amber LED w/ flange	N/C
2543		Color for this lens shall be: <u>clear</u>	
2544			
2549	(1)	1 Whelen AFM-1660 solid state flasher (Standard)	N/C
2551			
2552	(1)	The flash pattern for the emergency lights shall be programmed as specified by KKK.	N/C
2555			
2590			
2592		EMERGENCY AUDIBLE WARNING SYSTEM: OPTIONS	
2593			
2594	(1)	1 Whelen hands free electronic siren with cab console mounted controls w/ PA microphone	
2595		Siren tones to be programmed in "default" mode.	
2599			
2617			
2618		Speaker Options	
2619			
2651			
2653		OXYGEN AND SUCTION SYSTEMS: STANDARD SPECIFICATIONS	N/C
2654			
2655		Oxygen system plumbing with cylinder wrench chained in oxygen compartment	
2656			
2657		Tank Brackets: Options	
2658			
2659	(1)	* Oxygen tank(s) shall be located in compartment L4 (Streetside Forward)	N/C
2662			
2663	(1)	* Zico "MultiVersal" restraint system with adjustable bracket for a "M" tank	N/C
2674		1 oxygen regulator, 50 PSI	N/C
2677			
2678		Oxygen Systems: Options	
2693		Ohio-Diamond type oxygen outlets. Select one of the following:	
2694	(1)	* 2 oxygen outlets located at EMT panel, 1 at curbside	N/C
2722			
2741			
2742		Vacuum System: Options	
2743			
2744		Sscor suction <u>system</u> with 1 canister and lid, on-off power switch, 5-foot exhaust hose,	
2745		vacuum gauge and internal regulator (no vacuum outlet needed) - to be installed...	
2746	(1)	... aft of action area control panel on the streetside interior wall.	N/C
2780			
2782		HVAC SYSTEMS: STANDARD SPECIFICATIONS	N/C
2783			
2784		12 VDC multi-speed exhaust fan at rear of module	
2785		1 static air intake at front curbside of module	
2786		Floor-level return air plenum with replaceable filter for A/C-heat unit	
2787			
2788		HVAC SYSTEMS: OPTIONS	
2789			
2861		EHD Medium-Duty Chassis	
2862		<u>NOTE:</u> Is the Medium-Duty Chassis to be ordered with an	
2863		OEM auxiliary engine mounted 12 VDC compressor? <u>No</u>	
2864		If "Yes", then the following options are <u>in addition to</u> the auxiliary OEM chassis compressor.	
2866		<u>12 Volt HVAC systems:</u>	
2867	(1)	Heavy duty combination heater / air conditioner system w / digital	N/C
2868		electronic thermostat with digital temperature display.	
2869	(1)	Under-body-mount auxiliary A/C condenser is standard for EHD units	N/C
2908			
2910		FIRE EXTINGUISHER: OPTIONS	
2911			
2912	(2)	5# ABC fire extinguishers	N/C
2914		* Extinguisher mounting instructions: <u>ship loose.</u>	
2949			
2950		DEALER PROVIDED AND/OR INSTALLED ITEMS	
2951		The following items will be provided and/or installed by the Dealer:	

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Fee to tag and title the vehicle.
Delivery of the completed unit to the end user's location in Florida.

Price:
550.00
2,500.00

SPECIAL REQUIREMENTS and/or OUTSOURCED ITEMS:
(to be provided by Excellance)

FSA fee shall be included in the price of the vehicle.

FSA discount of 5%

(13,918.76)

CUSTOMER SUPPLIED PARTS

It is Excellance policy for all parts to be supplied by Excellance. The reasons for this policy are to allow Excellance: (1) to better engineer and manufacture the vehicle by obtaining the parts in advance, (2) provide better control over tracking the delivery of all parts and getting the part to the correct vehicle for which it is intended, and (3) it allows Excellance to better adhere to its production schedule. Disruptions in our production schedule are very costly and wasteful in terms of labor. Therefore, exceptions to this policy will result in a charge of \$250.00 **per part** supplied by any dealer or customer PLUS the appropriate labor charge for installing any such part. Note: Excellance does not warrant the installation of customer supplied parts installed by Excellance! Excellance waives the \$250 "parts charge" for two-way radio equipment, radio antenna, and cots.

Payment Terms:

Payment to be Cash Upon Delivery F.O.B. Excellance, Madison, Alabama.

CHECKLIST

Send invoices to:

Specify to whom the MSO is to be assigned:

The vehicle will be ready for delivery with electrical diagrams, cleaned, inspected, fuel tanks full, vehicle serviced, certified weight ticket, and copies of all warranties and owners manuals.

ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT

The effective date of this contract is the day this order is accepted by Excellance as evidenced by the date this contract is executed by an officer of Excellance.

Construction will begin only after all questions have been resolved. Once the unit is in production, each change will result in an engineering fee of \$250 in addition to the price for the change.

Failure to select an option on this order form will result in: (i) no charge to the Customer, (ii) no obligation by Excellance for that item, and (iii) the possibility, at Excellance's sole election, of a \$250 charge for each change or addition that occurs after production begins on a vehicle.

Review this order carefully. Changes, alterations or additional work ordered shall be charged for at current rates with additional time being allowed Excellance for delivery.

Price is exclusive of taxes, licenses, etc. which shall be the responsibility of Customer. All delivery dates are approximate unless otherwise indicated and are subject to and dependent upon the Customer furnishing all required information to Excellance in a timely manner.

Excellance shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Excellance.

Fulfillment of this order by Excellance shall be contingent upon strikes, lock-outs, fires, accidents, Government regulations, inability to secure materials or other causes beyond Excellance's control. Excellance may substitute comparable parts if the specified part is not available.

If colors are not specified, Excellance retains the right to assign colors based upon availability.

In the event Customer cancels this order prior to Excellance beginning production on the unit(s) covered hereunder, then Excellance shall be entitled to receive from Customer the greater of (a) 20% of the contract price, or (b) all deposits paid by Customer hereunder. In the event Customer cancels this order after Excellance begins production on the unit(s) covered hereunder, then Excellance shall be entitled to receive from Customer the full contract price less the amount of money saved by Excellance by reason of the cancellation (e.g., actual costs incurred) plus 20% of the contract price.

Any warranties on the products sold hereunder are those made by the manufacturer of said products. Excellance, as the seller of such products, expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such products.

In the event there is a "trade-in" unit that Excellance agreed to take "in trade" as partial consideration of the purchase price hereunder, Excellance shall be under no obligation to tender the MSO/title for the new unit to the Customer until Excellance (a) receives the MSO/title for the unit to be "traded in", and (b) has possession of the unit "traded in".

Customer agrees that in the event of any Action brought by Customer against Excellance, Purchaser shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

This contract contains the entire understanding between the parties, supersedes any previous agreement or understanding, and any changes to this contract must be in writing and signed by Customer and Excellance.

No waiver of any term of this order shall be valid unless it is in writing and signed by an officer of Excellance. If any provision or part of any provision of this order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of this document shall continue to be binding and enforceable.

Arbitration provision: The laws of the state of Alabama, as applicable to contracts to be performed entirely within that state, shall govern this agreement. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association and any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Freightliner M2

Type I Ambulance: Medium Duty

Engine

- Cummins B6.7 Diesel engine
- 300 amp brushless alternator
- Three (3) DTNA batteries, 2250CCA
- Engine cooling

Transmission

- 2200 EVS Automatic Transmission
- Water to oil transmission cooler

Axles

- Front Axle: 8,000 lbs.
- Rear Axle: 17,500 lbs.
- Front swaybar
- Air suspension with dual instant response leveling valves

Performance Items

- Power Steering
- Anti-lock brakes
- Power brakes, drum
- 34 gallon fuel tank
- Heavy-duty front and rear shocks

Comfort Items

- HVAC
- Tinted glass
- Dual air suspension seats with armrest
- Rubber floor mat
- AM/FM radio

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Electric horns
- Dual West Coast side mirrors, 102" equipment width
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Halogen headlights with daytime running feature

Tires And Wheels

- Black Sidewall (BSW), all season tread radial 19.5-inch tires
- Polished aluminum wheels

Chassis, Frame, Cab

- GVWR 20,000 lbs.
- Dual rear wheel cab and chassis
- Cab to center of axle 105 inches

Paint Finish

- Cab OEM finish and body matching color
- Single tone cab paint finish

Warranty To Be Provided By Vendor To Purchaser

- Two (2) years Basic Vehicle Coverage
- OEM Chassis standard warranties
- Cab & Chassis standard manufacturer paint warranty

ITEM 7.E

Furniture purchase for new Development Services Center (City Hall Addition)

Request

Approval to purchase furniture and furnishings from Commercial Design Services for the new Development Services Center in the new City Hall addition in the amount of \$427,855.

Explanation

As the new Development Services Center in the City Hall addition nears completion, the final details to open the building are being completed. This includes the purchase of furniture and furnishings from Commercial Design Services (CDS). CDS is part of the Florida State contract for furniture, alleviating the need to go through a separate procurement process.

The cost of furniture and furnishing for the 12,000 square foot building addition is \$427,855. These funds were previously approved by the City Commission in FY2023 and FY2024 in the Building Fund budget.

Please note: The entire project, including the plaza in front of City Hall and the furniture purchase was funded completely from Building Division funds, and no General Fund or other taxpayer dollars were spent.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10140106-506292		Decrease		\$427,855

Financial Summary:

These funds were previously approved by the City Commission in FY2023 and FY2024 in the Building Fund budget.

Recommendation

Approve purchase.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

City of Kissimmee

1. (S) CDS Furniture Proposal new Development Services Center 05.29.2024



COMMERCIAL DESIGN SERVICES
2405 Lucien Way - Suite 250
Maitland, FL 32751
Tel: (407) 774-4832
www.commercialdesignservices.com

DATE : 5/29/2024
PREPARED BY : Mary Hoyt
mhoyt@cdsorlando.com
407-221-8055

PREPARED FOR : City of Kissimmee
Samantha Bridle
101 Church St.
Kissimmee
FL 34741

DELIVER TO : City of Kissimmee
Samantha Bridle
101 Church St.
Kissimmee
FL 34741

PROJECT : City Hall Addition

QUOTE VALID FOR 30 DAYS

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	ALLSTEEL & GUNLOCKE OMNIA CONTACT R191802		1	\$0.00	0.00	\$0.00	\$0.00
	ESI NCPA CONTRACT 07-87 SPA 21703		1	\$0.00	0.00	\$0.00	\$0.00
	HON STATE CONTRACT 5612000-24-NY-ACS		1	\$0.00	0.00	\$0.00	\$0.00
	KIMBALL VIZIENT CONTRACT CE3378 VPA 30008188		1	\$0.00	0.00	\$0.00	\$0.00
	NUCRFT- OPEN MARKET		1	\$0.00	0.00	\$0.00	\$0.00
	OFS SOURCEWELL CONTRACT		1	\$0.00	0.00	\$0.00	\$0.00
	PETER PEPPER PRODUCT TIPS CONTRACT # 22030		1	\$0.00	0.00	\$0.00	\$0.00
	SIT ON IT OMNIA CONTRACT R191803 TVR#914440		1	\$0.00	0.00	\$0.00	\$0.00
SUBTOTAL :							\$0.00
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders	01 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Standard Finishes						
	Platinum						
H90051	10500 Series Tckbd for 36"W Stack on Strg Bck Enclosure Grd A Fab Refuge Frost	01 OFFICE	1	\$270.00	60.95	\$105.43	\$105.43
HF23S	Contain Satin Removable Lock Core Kit 101E	01 OFFICE	2	\$63.00	62.95	\$23.34	\$46.68
HNL1536FD	36x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	01 OFFICE	1	\$1,508.00	60.95	\$588.87	\$588.87
HNL233028PLF	30Wx23-1/8Dx28-1/2H Lateral File Pedestal Canopy/Satin Black Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	01 OFFICE	1	\$1,374.00	60.95	\$536.55	\$536.55
HNL243665WLBR	36x24x64-3/4 Wardrobe w/ lam dr Lf/Bookcase Rt Canopy/Satin Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	01 OFFICE	1	\$3,341.00	60.95	\$1,304.66	\$1,304.66

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL30SHR	Shroud 30"D No Grommet L2 Standard Lam Opts Portico Teak	01 OFFICE	2	\$1,172.00	60.95	\$457.67	\$915.34
HNL4014LM	Modesty Panel Half Height (For use w/ 72) L2 Standard Lam Opts Portico Teak	01 OFFICE	1	\$405.00	60.95	\$158.15	\$158.15
HNLAB2SIL	2 Stage HAT 2 Integrated Leg P2 Paint Opts Silver Memory Preset	01 OFFICE	1	\$1,017.00	60.95	\$397.14	\$397.14
HNLMP3028	30W x 27-7/8H Modesty / Ped Back Panel No Grommet Grd L2 Standard Laminates Portico Teak	01 OFFICE	1	\$255.00	60.95	\$99.57	\$99.57
HNLRC2454V	54W x 24D Rectangle Worksurface vert grain Smooth, Flat Portico Teak Platinum Grd L2 Standard Laminates Portico Teak	01 OFFICE	1	\$432.00	60.95	\$168.70	\$168.70
HNLRC3072	72W x 30D Rectangle Worksurface Smooth, Flat Portico Teak	01 OFFICE	1	\$609.00	60.95	\$237.81	\$237.81

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
HSDSL29	Abode Shared Leg	01 OFFICE	1	\$536.00	73.55	\$141.77	\$141.77
	P2 Paint Opts						
	Platinum Metallic						
HLED17A	17" LED Light	01 OFFICE	1	\$609.00	73.55	\$161.08	\$161.08
	W/PwrSupplyForDaisyChain(STARTER)						
HLSLZ5SC72	60"W External Stiffener	01 OFFICE	1	\$156.00	60.95	\$60.92	\$60.92
	Black						
98K05ELPG3DAA WH	PERKS,5W,DALTA,POWER/USB-A/USB-C,WHITE	01 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	01 OFFICE	1	\$846.00	56.00	\$372.24	\$372.24
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 4						
	Reliatex Whisper Wolf Grey						
	Fully Assembled in Carton						
SUBTOTAL :							\$5,954.56
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	02 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
	Platinum						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
H90051	10500 Series Tckbd for 36"W Stack on Strg Bck Enclosure Grd A Fab Refuge Frost	02 OFFICE	1	\$270.00	60.95	\$105.43	\$105.43
HF23S	Contain Satin Removable Lock Core Kit 102E	02 OFFICE	2	\$63.00	62.95	\$23.34	\$46.68
HNL1536FD	36x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	02 OFFICE	1	\$1,508.00	60.95	\$588.87	\$588.87
HNL233028PLF	30Wx23-1/8Dx28-1/2H Lateral File Pedestal Canopy/Satin Black Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	02 OFFICE	1	\$1,374.00	60.95	\$536.55	\$536.55
HNL243665WLBR	36x24x64-3/4 Wardrobe w/ lam dr Lf/Bookcase Rt Canopy/Satin Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	02 OFFICE	1	\$3,341.00	60.95	\$1,304.66	\$1,304.66
HNL30SHR	Shroud 30"D No Grommet	02 OFFICE	2	\$1,172.00	60.95	\$457.67	\$915.34

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL4014LM	L2 Standard Lam Opts	02 OFFICE	1	\$405.00	60.95	\$158.15	\$158.15
	Portico Teak						
	Modesty Panel Half Height (For use w/ 72)						
	L2 Standard Lam Opts						
HNLAB2SIL	Portico Teak	02 OFFICE	1	\$1,017.00	60.95	\$397.14	\$397.14
	2 Stage HAT 2 Integrated Leg						
	P2 Paint Opts						
	Silver						
HNLMP3028	Memory Preset	02 OFFICE	1	\$255.00	60.95	\$99.57	\$99.57
	30W x 27-7/8H Modesty / Ped Back Panel						
	No Grommet						
	Grd L2 Standard Laminates						
HNLRC2454V	Portico Teak	02 OFFICE	1	\$432.00	60.95	\$168.70	\$168.70
	54W x 24D Rectangle Worksurface vert grain						
	Smooth, Flat						
	Portico Teak						
HNLRC3072	Platinum	02 OFFICE	1	\$609.00	60.95	\$237.81	\$237.81
	Grd L2 Standard Laminates						
	Portico Teak						
	72W x 30D Rectangle Worksurface						
HNLRC3072	Smooth, Flat	02 OFFICE	1	\$609.00	60.95	\$237.81	\$237.81
	Portico Teak						
	Platinum						
	Grd L2 Standard Laminates						
HNLRC3072	Portico Teak	02 OFFICE	1	\$609.00	60.95	\$237.81	\$237.81
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HSDSL29	Abode Shared Leg P2 Paint Opts Platinum Metallic	02 OFFICE	1	\$536.00	73.55	\$141.77	\$141.77
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	02 OFFICE	1	\$609.00	73.55	\$161.08	\$161.08
HLSLZ5SC72	60"W External Stiffener Black	02 OFFICE	1	\$156.00	60.95	\$60.92	\$60.92
98K05ELPG3DAA WH	PERKS,5W,DALTA,POWER/USB-A/USB-C,WHITE	02 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm Black Black Base Black Carpet Casters Onyx Mesh No Selection Fabric Grade 4 Reliatex Whisper Wolf Grey Fully Assembled in Carton	02 OFFICE	1	\$846.00	56.00	\$372.24	\$372.24
SUBTOTAL :							\$5,954.56
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes Platinum	03 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
H90051	10500 Series Tckbd for 36"W Stack on Strg Bck Enclosure Grd A Fab	03 OFFICE	1	\$270.00	60.95	\$105.43	\$105.43

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Refuge						
	Frost						
HF23S	Contain Satin Removable Lock Core Kit	03 OFFICE	2	\$63.00	62.95	\$23.34	\$46.68
	103E						
HNL1536FD	36x15x15 Wall Mount Storage frosted drs	03 OFFICE	1	\$1,508.00	60.95	\$588.87	\$588.87
	Grd L2 Standard Laminates						
	Portico Teak						
HNL233028PLF	30Wx23-1/8Dx28-1/2H Lateral File Pedestal	03 OFFICE	1	\$1,374.00	60.95	\$536.55	\$536.55
	Canopy/Satin						
	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL243665WRBL	36x24x64-3/4 Wardrobe w/ lam dr Rt/Bookcase	03 OFFICE	1	\$3,341.00	60.95	\$1,304.66	\$1,304.66
	Lf						
	Canopy/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL30SHR	Shroud 30"D	03 OFFICE	2	\$1,172.00	60.95	\$457.67	\$915.34
	No Grommet						
	L2 Standard Lam Opts						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL4014LM	Modesty Panel Half Height (For use w/ 72) L2 Standard Lam Opts Portico Teak	03 OFFICE	1	\$405.00	60.95	\$158.15	\$158.15
HNLAB2SIL	2 Stage HAT 2 Integrated Leg P2 Paint Opts Silver Memory Preset	03 OFFICE	1	\$1,017.00	60.95	\$397.14	\$397.14
HNLMP3028	30W x 27-7/8H Modesty / Ped Back Panel No Grommet Grd L2 Standard Laminates Portico Teak	03 OFFICE	1	\$255.00	60.95	\$99.57	\$99.57
HNLRC2454	54W x 24D Rectangle Worksurface Smooth, Flat Portico Teak Platinum Grd L2 Standard Laminates Portico Teak	03 OFFICE	1	\$432.00	60.95	\$168.70	\$168.70
HNLRC3072	72W x 30D Rectangle Worksurface Smooth, Flat Portico Teak Platinum Grd L2 Standard Laminates Portico Teak	03 OFFICE	1	\$609.00	60.95	\$237.81	\$237.81
HSDSL29	Abode Shared Leg	03 OFFICE	1	\$536.00	73.55	\$141.77	\$141.77

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	P2 Paint Opts						
	Platinum Metallic						
HLED17A	17" LED Light W/PwrSupplyForDaisyChain(STARTER)	03 OFFICE	1	\$609.00	73.55	\$161.08	\$161.08
HLSLZ5SC72	60"W External Stiffener	03 OFFICE	1	\$156.00	60.95	\$60.92	\$60.92
	Black						
98K05ELPG3DAA WH	PERKS,5W,DALTA,POWER/USB-A/USB-C,WHITE	03 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	03 OFFICE	2	\$846.00	56.00	\$372.24	\$744.48
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 4						
	Reliatex Whisper Wolf Grey						
	Fully Assembled in Carton						
SUBTOTAL :							\$6,326.80
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	04 BACK OFC WOF	2	\$1,065.00	53.00	\$500.55	\$1,001.10
	Platinum						
45F31CBS	XSEDE,31W CABLE BASKET,SILVER	04 BACK OFC WOF	2	\$145.00	68.00	\$46.40	\$92.80
45FCCS	XSEDE,42H CABLE CARRIER,SILVER	04 BACK OFC WOF	2	\$326.00	68.00	\$104.32	\$208.64
KSCG004	LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 004	04 BACK OFC WOF	3	\$37.00	68.00	\$11.84	\$35.52

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
KSCG005	LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 005	04 BACK OFC WOF	3	\$37.00	68.00	\$11.84	\$35.52
53K0934MPEFL	PRIORITY,MODESTY PANEL,FOR 66W DESK,FACET EXTENSION,LAMINATE PORTICO	04 BACK OFC WOF	2	\$191.00	57.00	\$82.13	\$164.26
53K1726DIPET	PRIORITY,FOR 30W LOW STORAGE BOX,DRAWER INSERT,PET GRAPHITE	04 BACK OFC WOF	2	\$327.00	57.00	\$140.61	\$281.22
53K243022PUBLF HAL	PRIORITY,24DX30W,LOW STORAGE,BOX/LATERAL FILE,HGT ADJ,LAM TRACE,PLATINUM METALLIC RDM CORE INCL,NOT INSTL,SILVER END PANEL GROM L&R BTM CORNERS PORTICO PORTICO	04 BACK OFC WOF	2	\$1,775.00	57.00	\$763.25	\$1,526.50
53K243022PUHDAH AL	PRIORITY,24DX30W,LOW STORAGE,HINGED DOOR,HGT ADJ,LAMINATE TRACE,PLATINUM METALLIC SPECIFY CORE SEPARATELY END PANEL GROM L&R BTM CORNERS PORTICO PORTICO	04 BACK OFC WOF	2	\$1,640.00	57.00	\$705.20	\$1,410.40
53K243022PUOSH AL	PRIORITY,24DX30W,LOW STORAGE,OPEN,HEIGHT END PANEL GROM BTM LEFT CORNER PORTICO	04 BACK OFC WOF	1	\$1,193.00	57.00	\$512.99	\$512.99
53K243022PUOSH AL	PRIORITY,24DX30W,LOW STORAGE,OPEN,HEIGHT END PANEL GROM BTM RT CORNER PORTICO	04 BACK OFC WOF	1	\$1,193.00	57.00	\$512.99	\$512.99

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
53K2466TBTSEMP	PRIORITY, TABLE BASE, FOR 66W TOP, SINGLE ELECT LEG, MAIN, PAINT STD, MAIN TABLE APP ONLY PLATINUM METALLIC PLATINUM METALLIC	04 BACK OFC WOF	2	\$3,292.30	57.00	\$1,415.69	\$2,831.38
53K2490CPHAL	PRIORITY, 24DX90W, COMPONENT TOP, RECTANGLE, HGT ADJUST, LAM 1/8" MOLDED VIN SQ LEG NTCH LFT, NO WALL PNL STANDARD GROUP 1 PORTICO PORTICO	04 BACK OFC WOF	1	\$870.00	57.00	\$374.10	\$374.10
53K2490CPHAL	PRIORITY, 24DX90W, COMPONENT TOP, RECTANGLE, HGT ADJUST, LAM 1/8" MOLDED VIN SQ LEG NTCH RT, NO WALL PNL STANDARD GROUP 1 PORTICO PORTICO	04 BACK OFC WOF	1	\$870.00	57.00	\$374.10	\$374.10
53K3066WSSL	PRIORITY, 30DX66W, SURFACE, RECTANGLE, HPL 1/8" MOLDED VIN G19, LEFT&RT, PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO	04 BACK OFC WOF	2	\$920.00	57.00	\$395.60	\$791.20
53K3619SOHML	PRIORITY, 36WX19H, OVERHEAD, HINGED DOOR, WALL MOUNT, LAMINATE RDM CORE INCL, NOT INSTL, SILVER PORTICO	04 BACK OFC WOF	2	\$1,126.00	57.00	\$484.18	\$968.36

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PORTICO						
53K3626WPTBN	PRIORITY,36WX26H,WALL PANEL,TACKBOARD,FABRIC GRADE A RAILROADED	04 BACK OFC WOF	2	\$519.00	57.00	\$223.17	\$446.34
	PLINTH CRYSTAL						
75K42WSSR	DOCK,42W,UNDERSURFACE SUPPORT RAIL	04 BACK OFC WOF	2	\$70.00	57.00	\$30.10	\$60.20
98K05ELPG3DAA WH	PERKS,5W,DALTA,POWER/USB-A/USB-C,WHITE	04 BACK OFC WOF	2	\$370.00	57.00	\$159.10	\$318.20
81P24HTCP	ETARRAN,24H,HI-LO,CONNECTOR-TO-PANEL,P AINT FLAT	04 BACK OFC WOF	2	\$94.00	68.00	\$30.08	\$60.16
	STANDARD GROUP 1,NON-METALLIC GRAPHITE						
81P30ETP	ETARRAN,30H,END TRIM,PAINT FLAT	04 BACK OFC WOF	2	\$118.00	68.00	\$37.76	\$75.52
	STANDARD GROUP 1,NON-METALLIC GRAPHITE						
81P3612FG3	ETARRAN,36WX12H,FRAMELESS GLASS,CLEAR FLAT	04 BACK OFC WOF	7	\$430.00	68.00	\$137.60	\$963.20
	STANDARD GROUP 1,NON-METALLIC GRAPHITE						
81P3654ANP	ETARRAN,36WX54H,PANEL,ACOUSTICAL,NON PWRD,PAINT TOP CAP FLAT	04 BACK OFC WOF	7	\$738.00	68.00	\$236.16	\$1,653.12
	STANDARD GROUP 1,NON-METALLIC GRAPHITE						
	2 PUNCHED						
	GRADE A RAILROADED						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PLINTH CRYSTAL						
81P4830ANP	ETARRAN,48WX30H,PANEL,ACOUSTICAL,NON PWRD,PAINT TOP CAP FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE 2 PUNCHED GRADE A RAILROADED PLINTH CRYSTAL	04 BACK OFC WOF	2	\$748.00	68.00	\$239.36	\$478.72
81P54CTPP	ETARRAN,54H,T CONNECTOR,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	04 BACK OFC WOF	1	\$217.00	68.00	\$69.44	\$69.44
81P54ETP	ETARRAN,54H,END TRIM,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	04 BACK OFC WOF	2	\$131.00	68.00	\$41.92	\$83.84
81P54WBP	ETARRAN,54H,WALL MOUNT,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	04 BACK OFC WOF	2	\$132.00	68.00	\$42.24	\$84.48
81P6030ANP	ETARRAN,60WX30H,PANEL,ACOUSTICAL,NON PWRD,PAINT TOP CAP FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE 2 PUNCHED	04 BACK OFC WOF	2	\$910.00	68.00	\$291.20	\$582.40

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	GRADE A RAILROADED						
	PLINTH CRYSTAL						
SUBTOTAL :							\$15,996.70
C01LNG0201	DORA,LOUNGE CHAIR,LIGHT GREY UPH	05 OFFICE	1	\$1,739.00	57.00	\$747.77	\$747.77
GS3STAT7890R-AL L	GUN HAT Split Top 78 Dsk RH x 90 Workwall -A Lam Standard - No FSC L2 Standard Lam Opts Portico Teak L2 Standard Lam Opts Portico Teak L2 Standard Lam Opts Portico Teak Square Edge Detail Silea Silver (PR6) Silver Memory Preset Keypad Black HAT Base Grom Ctrd Empty 1 Cutout Only RandomMatteSlvrKey FactoryInst	05 OFFICE	1	\$15,181.00	55.60	\$6,740.36	\$6,740.36
GGLIV19-023	GUN LIV GUEST ARM UPHOLSTERY	05 OFFICE	2	\$1,552.00	55.60	\$689.09	\$1,378.18
	Standard No FSC Paint Grd 1 Black Standard Black Nylon Grd 3 Uph						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
GLGB17-052	Cuddle Up	05 OFFICE	1	\$6,424.00	55.60	\$2,852.26	\$2,852.26
	White Rabbit						
	CTB 117 Flammability Rating						
	Calm Lounge Two Seat w/Arms						
	Black						
	CTB 117 Flammability Rating						
	Grd 3 Uph						
	Cuddle Up						
	White Rabbit						
	Grd 3 Uph						
GTGB17-1218H26-L	Cuddle Up	05 OFFICE	1	\$1,659.00	55.60	\$736.60	\$736.60
	White Rabbit						
	Grd 3 Uph						
	Cuddle Up						
HNL243665WRBL	White Rabbit	05 OFFICE	1	\$3,341.00	60.95	\$1,304.66	\$1,304.66
	Calm 12Dx18W Laptop Tbl 1 pc Lam						
	Black						
	L2 Laminate Finish						
	Portico Teak						
	36x24x64-3/4 Wardrobe w/ lam dr Rt/Bookcase						
	Lf	05 OFFICE	1	\$3,341.00	60.95	\$1,304.66	\$1,304.66
	Canopy/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates	05 OFFICE	1	\$3,341.00	60.95	\$1,304.66	\$1,304.66
	Portico Teak						
	Grd L2 Standard Laminates						
SUBTOTAL :							\$13,759.83
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	09 PLAN ROOM	2	\$1,065.00	53.00	\$500.55	\$1,001.10

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Platinum						
45F31CBS	XSEDE,31W CABLE BASKET,SILVER	09 PLAN ROOM	2	\$145.00	68.00	\$46.40	\$92.80
45FCCS	XSEDE,42H CABLE CARRIER,SILVER	09 PLAN ROOM	2	\$326.00	68.00	\$104.32	\$208.64
KSCG006	LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 006	09 PLAN ROOM	3	\$37.00	68.00	\$11.84	\$35.52
KSCG007	LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 007	09 PLAN ROOM	3	\$37.00	68.00	\$11.84	\$35.52
53K0934MPEFL	PRIORITY,MODESTY PANEL,FOR 66W DESK,FACET EXTENSION,LAMINATE PORTICO	09 PLAN ROOM	2	\$191.00	57.00	\$82.13	\$164.26
53K1726DIPET	PRIORITY,FOR 30W LOW STORAGE BOX,DRAWER INSERT,PET GRAPHITE	09 PLAN ROOM	2	\$327.00	57.00	\$140.61	\$281.22
53K243022PUBLF HAL	PRIORITY,24DX30W,LOW STORAGE,BOX/LATERAL FILE,HGT ADJ,LAM TRACE,PLATINUM METALLIC RDM CORE INCL,NOT INSTL,SILVER END PANEL GROM L&R BTM CORNERS PORTICO PORTICO	09 PLAN ROOM	2	\$1,775.00	57.00	\$763.25	\$1,526.50
53K243022PUHDL AL	PRIORITY,24DX30W,LOW STORAGE,HINGED DOOR,HGT ADJ,LAMINATE TRACE,PLATINUM METALLIC SPECIFY CORE SEPARATELY END PANEL GROM L&R BTM CORNERS PORTICO PORTICO	09 PLAN ROOM	2	\$1,640.00	57.00	\$705.20	\$1,410.40
53K243022PUOSH AL	PRIORITY,24DX30W,LOW STORAGE,OPEN,HEIGHT END PANEL GROM BTM LEFT CORNER	09 PLAN ROOM	1	\$1,193.00	57.00	\$512.99	\$512.99

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PORTICO						
53K243022PUOSH AL	PRIORITY,24DX30W,LOW STORAGE,OPEN,HEIGHT END PANEL GROM BTM RT CORNER	09 PLAN ROOM	1	\$1,193.00	57.00	\$512.99	\$512.99
	PORTICO						
53K2466TBTSEMP	PRIORITY,TABLE BASE,FOR 66W TOP,SINGLE ELEC,T LEG,MAIN,PAINT STD,MAIN TABLE APP ONLY	09 PLAN ROOM	2	\$3,292.30	57.00	\$1,415.69	\$2,831.38
	PLATINUM METALLIC						
	PLATINUM METALLIC						
53K2490CPHAL	PRIORITY,24DX90W,COMPONENT TOP,RECTANGLE,HGT ADJUST,LAM 1/8" MOLDED VIN	09 PLAN ROOM	1	\$870.00	57.00	\$374.10	\$374.10
	SQ LEG NTCH LFT,NO WALL PNL						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
53K2490CPHAL	PRIORITY,24DX90W,COMPONENT TOP,RECTANGLE,HGT ADJUST,LAM 1/8" MOLDED VIN	09 PLAN ROOM	1	\$870.00	57.00	\$374.10	\$374.10
	SQ LEG NTCH RT,NO WALL PNL						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
53K3066WSSL	PRIORITY,30DX66W,SURFACE,RECTANGLE,HPL	09 PLAN ROOM	2	\$920.00	57.00	\$395.60	\$791.20
	1/8" MOLDED VIN						
	G19,LEFT&RT,PLATINUM METALLIC						
	STANDARD GROUP 1						
	PORTICO						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PORTICO						
53K3619SOHML	PRIORITY,36WX19H,OVERHEAD,HINGED DOOR,WALL MOUNT,LAMINATE RDM CORE INCL,NOT INSTL,SILVER	09 PLAN ROOM	2	\$1,126.00	57.00	\$484.18	\$968.36
	PORTICO						
	PORTICO						
53K3626WPTBN	PRIORITY,36WX26H,WALL PANEL,TACKBOARD,FABRIC GRADE A RAILROADED	09 PLAN ROOM	2	\$519.00	57.00	\$223.17	\$446.34
	PLINTH CRYSTAL						
75K2628CFTL	DOCK,26DX28H,BASE FOR 30D TP,BLADE T-LEG,FIXED HT PAIR,GLIDE PLATINUM METALLIC	09 PLAN ROOM	1	\$927.00	57.00	\$398.61	\$398.61
	PLATINUM METALLIC						
75K3060RTL	DOCK,30DX60W,TRAINING TABLE,RECTANGULAR TOP,HPL,P RIM 1/8" MOLDED VIN	09 PLAN ROOM	1	\$641.00	57.00	\$275.63	\$275.63
	NO GROMMET						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
75K42WSSR	DOCK,42W,UNDERSURFACE SUPPORT RAIL	09 PLAN ROOM	1	\$70.00	57.00	\$30.10	\$30.10
75K42WSSR	DOCK,42W,UNDERSURFACE SUPPORT RAIL	09 PLAN ROOM	2	\$70.00	57.00	\$30.10	\$60.20
98K05ELPG3DAA WH	PERKS,5W,DALTA,POWER/USB-A/USB-C,WHITE	09 PLAN ROOM	2	\$370.00	57.00	\$159.10	\$318.20
81P3612FG3	ETARRAN,36WX12H,FRAMELESS GLASS,CLEAR	09 PLAN ROOM	6	\$430.00	68.00	\$137.60	\$825.60
	FLAT						
	STANDARD GROUP 1,NON-METALLIC						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	GRAPHITE						
81P3654ANP	ETARRAN,36WX54H,PANEL,ACOUSTICAL,NON PWRD,PAINT TOP CAP FLAT	09 PLAN ROOM	6	\$738.00	68.00	\$236.16	\$1,416.96
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
	2 PUNCHED						
	GRADE A RAILROADED						
	PLINTH CRYSTAL						
81P4212FG3	ETARRAN,42WX12H,FRAMELESS GLASS,CLEAR	09 PLAN ROOM	1	\$460.00	68.00	\$147.20	\$147.20
	FLAT						
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
81P24HTCP	ETARRAN,24H,HI-LO,CONNECTOR-TO-PANEL,P AINT FLAT	09 PLAN ROOM	2	\$94.00	68.00	\$30.08	\$60.16
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
81P30ETP	ETARRAN,30H,END TRIM,PAINT	09 PLAN ROOM	2	\$118.00	68.00	\$37.76	\$75.52
	FLAT						
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
81P4254ANP	ETARRAN,42WX54H,PANEL,ACOUSTICAL,NON PWRD,PAINT TOP CAP FLAT	09 PLAN ROOM	1	\$803.00	68.00	\$256.96	\$256.96
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
	2 PUNCHED						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	GRADE A RAILROADED PLINTH CRYSTAL						
81P4830ANP	ETARRAN,48WX30H,PANEL,ACOUSTICAL,NON PWRD,PAINT TOP CAP FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE 2 PUNCHED GRADE A RAILROADED PLINTH CRYSTAL	09 PLAN ROOM	2	\$748.00	68.00	\$239.36	\$478.72
81P54CTPP	ETARRAN,54H,T CONNECTOR,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	09 PLAN ROOM	1	\$217.00	68.00	\$69.44	\$69.44
81P54ETP	ETARRAN,54H,END TRIM,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	09 PLAN ROOM	3	\$131.00	68.00	\$41.92	\$125.76
81P54WBP	ETARRAN,54H,WALL MOUNT,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	09 PLAN ROOM	2	\$132.00	68.00	\$42.24	\$84.48
81P6030ANP	ETARRAN,60WX30H,PANEL,ACOUSTICAL,NON PWRD,PAINT TOP CAP FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	09 PLAN ROOM	2	\$910.00	68.00	\$291.20	\$582.40

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	2 PUNCHED						
	GRADE A RAILROADED						
	PLINTH CRYSTAL						
SUBTOTAL :							\$16,773.36
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes Platinum	10 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
H90051	10500 Series Tckbd for 36"W Stack on Strg Bck Enclosure Grd A Fab Refuge Frost	10 OFFICE	1	\$270.00	60.95	\$105.43	\$105.43
HF23S	Contain Satin Removable Lock Core Kit 108E	10 OFFICE	2	\$63.00	62.95	\$23.34	\$46.68
HNL1536FD	36x15x15 Wall Mount Storage frosted drs Grd L2 Standard Laminates Portico Teak	10 OFFICE	1	\$1,508.00	60.95	\$588.87	\$588.87
HNL233028PLF	30Wx23-1/8Dx28-1/2H Lateral File Pedestal Canopy/Satin No Grommet Grd L2 Standard Laminates Portico Teak Grd L2 Standard Laminates Portico Teak	10 OFFICE	1	\$1,374.00	60.95	\$536.55	\$536.55
HNL243665WRBL	36x24x64-3/4 Wardrobe w/ lam dr Rt/Bookcase Lf	10 OFFICE	1	\$3,341.00	60.95	\$1,304.66	\$1,304.66

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNL30SHR	Canopy/Satin						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL30SHR	Shroud 30"D	10 OFFICE	2	\$1,172.00	60.95	\$457.67	\$915.34
HNL4014LM	No Grommet						
	L2 Standard Lam Opts						
	Portico Teak						
	Modesty Panel Half Height (For use w/ 72)	10 OFFICE	1	\$405.00	60.95	\$158.15	\$158.15
	L2 Standard Lam Opts						
HNLAB2SIL	Portico Teak						
	2 Stage HAT 2 Integrated Leg	10 OFFICE	1	\$1,017.00	60.95	\$397.14	\$397.14
	P2 Paint Opts						
	Silver						
	Memory Preset						
HNLMP3028	30W x 27-7/8H Modesty / Ped Back Panel	10 OFFICE	1	\$255.00	60.95	\$99.57	\$99.57
HNLRC2454	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
	54W x 24D Rectangle Worksurface	10 OFFICE	1	\$432.00	60.95	\$168.70	\$168.70
	Smooth, Flat						
	Portico Teak						
	Platinum						
	Grd L2 Standard Laminates						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Portico Teak						
HNLRC3072	72W x 30D Rectangle Worksurface	10 OFFICE	1	\$609.00	60.95	\$237.81	\$237.81
	Smooth, Flat						
	Portico Teak						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
HSDSL29	Abode Shared Leg	10 OFFICE	1	\$536.00	73.55	\$141.77	\$141.77
	P2 Paint Opts						
	Platinum Metallic						
HLED17A	17" LED Light	10 OFFICE	1	\$609.00	73.55	\$161.08	\$161.08
	W/PwrSupplyForDaisyChain(STARTER)						
HLSLZ5SC72	60"W External Stiffener	10 OFFICE	1	\$156.00	60.95	\$60.92	\$60.92
	Black						
98K05ELPG3DAA WH	PERKS,5W,DALTA,POWER/USB-A/USB-C,WHITE	10 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	10 OFFICE	2	\$846.00	56.00	\$372.24	\$744.48
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 4						
	Reliatex Whisper Wolf Grey						
	Fully Assembled in Carton						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
SUBTOTAL :							\$6,326.80
ELF336NS	Ess Lat 36W 39-1/8H 3-12" Drws Sq Pull P1 Paint Opts Loft Matte Silver Standard Random key	17 COPY ROOM	4	\$2,111.00	64.00	\$759.96	\$3,039.84
ESC336S	Essentials 39-1/8Hx36W StorageCabinet Sq P1 Paint Opts Loft Matte Silver Standard Random key	17 COPY ROOM	4	\$1,658.00	64.00	\$596.88	\$2,387.52
ISLAUTNPB7236 S2	Stor Isla Top 72Wx36D S2 Non-FSC Wood Grd L2 Standard Laminates Portico Teak Portico Teak	17 COPY ROOM	2	\$889.00	64.00	\$320.04	\$640.08
SUBTOTAL :							\$6,067.44
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes Platinum	18 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
HF23S	Contain Satin Removable Lock Core Kit 109E	18 OFFICE	2	\$63.00	62.95	\$23.34	\$46.68
HNL233028PLF	30Wx23-1/8Dx28-1/2H Lateral File Pedestal	18 OFFICE	1	\$1,374.00	60.95	\$536.55	\$536.55

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Canopy/Satin						
	No Grommet						
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL243665WRBL	36x24x64-3/4 Wardrobe w/ lam dr Rt/Bookcase Lf Canopy/Satin	18 OFFICE	1	\$3,341.00	60.95	\$1,304.66	\$1,304.66
	Grd L2 Standard Laminates						
	Portico Teak						
	Grd L2 Standard Laminates						
	Portico Teak						
HNL30SHR	Shroud 30"D	18 OFFICE	2	\$1,172.00	60.95	\$457.67	\$915.34
	No Grommet						
	L2 Standard Lam Opts						
	Portico Teak						
HNL4014LM	Modesty Panel Half Height (For use w/ 72)	18 OFFICE	1	\$405.00	60.95	\$158.15	\$158.15
	L2 Standard Lam Opts						
	Portico Teak						
HNLAB2SIL	2 Stage HAT 2 Integrated Leg	18 OFFICE	1	\$1,017.00	60.95	\$397.14	\$397.14
	P2 Paint Opts						
	Silver						
	Memory Preset						
HNLMP3028	30W x 27-7/8H Modesty / Ped Back Panel	18 OFFICE	1	\$255.00	60.95	\$99.57	\$99.57
	No Grommet						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HNLRC2448	Grd L2 Standard Laminates						
	Portico Teak						
	48W x 24D Rectangle Worksurface	18 OFFICE	1	\$394.00	60.95	\$153.86	\$153.86
	Smooth, Flat						
	Portico Teak						
	Platinum						
	Grd L2 Standard Laminates						
HNLRC3072	Portico Teak						
	72W x 30D Rectangle Worksurface	18 OFFICE	1	\$609.00	60.95	\$237.81	\$237.81
	Smooth, Flat						
	Portico Teak						
	Platinum						
	Grd L2 Standard Laminates						
	Portico Teak						
HSDSL29	Abode Shared Leg	18 OFFICE	1	\$536.00	73.55	\$141.77	\$141.77
	P2 Paint Opts						
	Platinum Metallic						
HLSLZ5SC72	60"W External Stiffener	18 OFFICE	1	\$156.00	60.95	\$60.92	\$60.92
	Black						
K20TMPU4DSTS	WISH,SIT-STAND,MESH BACK,UPH SEAT,PLASTIC WISHBONE,4D ARMS RAVEN	18 OFFICE	1	\$2,227.00	57.00	\$957.61	\$957.61
	GRADE 2						
	SEDONA WOLF GREY						
	CINDER PLASTIC						
	CINDER PLASTIC						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	ADJBL LUMBAR SPRT						
	CINDER						
	CINDER ALUMINUM						
	CINDER						
	BLACK HARD DUAL WHEEL, 65MM						
98K05ELPG3DAA WH	PERKS,5W,DALTA,POWER/USB-A/USB-C,WHITE	18 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	18 OFFICE	1	\$846.00	56.00	\$372.24	\$372.24
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 4						
	Reliatex Whisper Wolf Grey						
	Fully Assembled in Carton						
SUBTOTAL :							\$6,041.95
ATLADM-BMTGM4 S	Admix Mtg Tbl Base Leg Qty 4 Std Hgt	1ST CALM ALCOVE	1	\$1,700.00	64.00	\$612.00	\$612.00
	P1 Paint Opts						
	Harbor						
	Glides						
ATLADM-TMRNDL 36F	Admix Mtg Top Rnd 36Dia Lam Flat Edge	1ST CALM ALCOVE	1	\$644.00	64.00	\$231.84	\$231.84
	Non-FSC Wood						
	Grd L2 Standard Laminates						
	Portico Teak						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
HMG1	Portico Teak						
	Grommet No						
	Motivate 4-Leg Stack Chair-Set/2	1ST CALM ALCOVE	1	\$810.00	60.95	\$316.31	\$316.31
	No Arm						
	Felt Glide						
HMG1	White						
	Harbor						
	Motivate 4-Leg Stack Chair-Set/2	1ST CALM ALCOVE	1	\$810.00	60.95	\$316.31	\$316.31
	No Arm						
	Felt Glide						
N95MA	White						
	Harbor						
	Motivate 4-Leg Stack Chair-Set/2	1ST CALM ALCOVE	1	\$810.00	60.95	\$316.31	\$316.31
	No Arm						
	Felt Glide						
N95MA	SWIFT,1 SEAT LOUNGE,ARMLESS	1ST CALM ALCOVE	2	\$2,663.00	57.00	\$1,145.09	\$2,290.18
	GRADE 2						
	SEDONA SLATE						
	PORTICO						
	PLATINUM METALLIC						
SUBTOTAL :							\$3,766.64
74K0218VCMP	DOCK,VERTICAL CABLE MANAGER,METAL	21 CONFERENCE R	12	\$141.00	57.00	\$60.63	\$727.56
	GRAPHITE						
75K267228CFFTM	DOCK,26DX28H,BASE,FOR 72W TOP,BLADE	21 CONFERENCE R	12	\$1,624.00	57.00	\$698.32	\$8,379.84
	T-LEG,FLIP/NEST PAIR,PNT						
	GRAPHITE						
	GRAPHITE						
	BLACK CASTER						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
75K3072RTL	DOCK,30DX72W,TRAINING TABLE,RECTANGULAR TOP,HPL,P RIM 1/8" MOLDED VIN C4,4X8,CENTER,CUTOUT ONLY STANDARD GROUP 1 PORTICO PORTICO	21 CONFERENCE R	12	\$838.00	57.00	\$360.34	\$4,324.08
75K6010MPL	DOCK,60WX10H,MODESTY PANEL,HPL STANDARD GROUP 1 PORTICO NESTING	21 CONFERENCE R	12	\$482.00	57.00	\$207.26	\$2,487.12
75K72WT	DOCK,72W,METAL WIRE TROUGH,PAINT,462 CINDER CINDER	21 CONFERENCE R	12	\$212.00	57.00	\$91.16	\$1,093.92
NACG12BELPGB	ACCESSORIES,G12B PIVOTING POWER/USB GROMMET,BLACK	21 CONFERENCE R	12	\$893.00	57.00	\$383.99	\$4,607.88
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm Black Black Base Black Carpet Casters Onyx Mesh No Selection Fabric Grade 4 Reliutex Whisper Wolf Grey Fully Assembled in Carton	21 CONFERENCE R	24	\$846.00	56.00	\$372.24	\$8,933.76
SMHA-3034-P	Summit Lectern, Adjustable Height 30w x 20d x 34-44h, Paint Finish	21 CONFERENCE R	1	\$12,000.00	17.64	\$9,883.20	\$9,883.20

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PAINT: Storm						
	METAL: Galaxy Powder Coat						
	LEATHER BLOTTER: Cinque Terra						
	Black Power Module						
	No Microphone						
	No Logo Plaque						
SUBTOTAL :							\$40,437.36
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	22 STORAGE	12	\$846.00	56.00	\$372.24	\$4,466.88
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 4						
	Reliutex Whisper Wolf Grey						
	Fully Assembled in Carton						
SUBTOTAL :							\$4,466.88
K20TMPU4DSTS	WISH,SIT-STAND,MESH BACK,UPH SEAT,PLASTIC WISHBONE,4D ARMS RAVEN	24 TECHNICIANS	4	\$2,227.00	57.00	\$957.61	\$3,830.44
	GRADE 2						
	SEDONA WOLF GREY						
	CINDER PLASTIC						
	CINDER PLASTIC						
	ADJBL LUMBAR SPRT						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	CINDER						
	CINDER ALUMINUM						
	CINDER						
	BLACK HARD DUAL WHEEL, 65MM						
1051FT1.US	Rio, Four Leg Chair, Upholstered Seat & Plastic Back, Armless Silver Frame	24 TECHNICIANS	2	\$387.00	56.00	\$170.28	\$340.56
	Floor Saver Glide						
	Sterling						
	No Selection						
	Fabric Grade 2						
	Slide Standard Color Selection						
	Slide Navy						
	Fully Assembled in Carton						
SUBTOTAL :							\$4,171.00
45F31CBS	XSEDE,31W CABLE BASKET,SILVER	27 LOBBY	4	\$145.00	68.00	\$46.40	\$185.60
KCE0303MTPPUS MB	ELECTRICAL, MINITAP, POWER CENTER, BLACK	27 LOBBY	4	\$350.00	57.00	\$150.50	\$602.00
86N367235WKN1L	STRASSA,36DX72WX35H,WORK TABLE,NO MODESTY,COUNTER HT,HPL SOFTENED,PORTICO	27 LOBBY	2	\$5,053.00	57.00	\$2,172.79	\$4,345.58
	NO SURFACE GROMMET						
	NO END PANEL GROMMET						
	STANDARD LAMINATE						
	PORTICO						
	PORTICO						
78041-MA-MT	Coact, 24x28x35.75 Lounge Chair, Midback Single Low-arm, Multiple Textiles	27 LOBBY	2	\$4,355.00	54.00	\$2,003.30	\$4,006.60

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Left Facing w/Tablet						
	Luster Grey						
	3D Laminate						
	Grey (GR3)						
	Silver						
	Round Metal Post						
	Luster Grey						
	No Shelf						
	No Shelf						
	No Shelf						
	Ganging (Set of 2)						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 13 Material						
	CF Stinson Hexie						
	Cobalt						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
78041-MA-MT	Coact, 24x28x35.75 Lounge Chair, Midback Single Low-arm, Multiple Textiles Right Facing w/Tablet	27 LOBBY	2	\$4,355.00	54.00	\$2,003.30	\$4,006.60
	Luster Grey						
	3D Laminate						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Grey (GR3)						
	Silver						
	Round Metal Post						
	Luster Grey						
	No Shelf						
	No Shelf						
	No Shelf						
	Ganging (Set of 2)						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 13 Material						
	CF Stinson Hexie						
	Cobalt						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
78041-MA-MT	Coact, 24x28x35.75 Lounge Chair, Midback Single Low-arm, Multiple Textiles Right Facing w/Tablet	27 LOBBY	3	\$3,782.00	54.00	\$1,739.72	\$5,219.16
	Luster Grey						
	3D Laminate						
	Grey (GR3)						
	None						
	Round Metal Post						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Luster Grey						
	No Shelf						
	No Shelf						
	No Shelf						
	None						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 13 Material						
	CF Stinson Hexie						
	Cobalt						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
78041-MA-MT	Coact, 24x28x35.75 Lounge Chair, Midback Single Low-arm, Multiple Textiles Left Facing w/Tablet	27 LOBBY	3	\$3,782.00	54.00	\$1,739.72	\$5,219.16
	Luster Grey						
	3D Laminate						
	Grey (GR3)						
	None						
	Round Metal Post						
	Luster Grey						
	No Shelf						
	No Shelf						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
78267	No Shelf						
	None						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 13 Material						
	CF Stinson Hexie						
	Cobalt						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
78267	Coact, 11.25x27.25x16 Table, Narrow End Table	27 LOBBY	3	\$2,318.00	54.00	\$1,066.28	\$3,198.84
	HPL Laminate						
	Drift (Textured Laminate)						
	Front/Silver						
	Round Metal Post						
	Luster Grey						
	None						
78267	Coact, 11.25x27.25x16 Table, Narrow End Table	27 LOBBY	2	\$2,391.00	54.00	\$1,099.86	\$2,199.72
	HPL Laminate						
	Drift (Textured Laminate)						
	Front/Silver						
	Round Metal Post						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
78041-M-MT	Luster Grey						
	Ganging (Set of 2)						
	Coact, 22.5x28x35.75 Lounge Chair, Midback	27 LOBBY	2	\$3,314.00	54.00	\$1,524.44	\$3,048.88
	Armless, Multiple Textiles						
	Silver						
	Round Metal Post						
	Luster Grey						
	No Shelf						
	No Shelf						
	No Shelf						
	None						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
	Grade 13 Material						
	CF Stinson Hexie						
	Cobalt						
	Grade 4 Material						
	Spradling Silvertex						
	Sapphire Stx-8804						
GTR36	Wall Mounted Worktabel w/footrest & wall panel GRAPHITE	27 LOBBY	2	\$2,274.00	45.00	\$1,250.70	\$2,501.40
	GRAPHITE						
	GRAPHITE						
	ELECTRICAL MODULE						
FREIGHT	FREIGHT TO CDS WAREHOUSE 32746	27 LOBBY	1	\$910.00	50.02	\$454.80	\$454.80

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
SUBTOTAL :							\$34,988.34
53K3667BCOSSFL	PRIORITY,36WX67H,BOOKCASE,FRSTDG,OPEN, STRAIGHT,5 SHELF,LAM PORTICO	29 LIBRARY/OFFICE	6	\$1,589.00	57.00	\$683.27	\$4,099.62
74K3228CFX	DOCK,32DX32WX28H,BLADE X BASE,WORKSURFACE HEIGHT,PAINT PLATINUM METALLIC PLATINUM METALLIC	29 LIBRARY/OFFICE	1	\$853.00	57.00	\$366.79	\$366.79
74K42RDL	DOCK,42DIA,MEETING TABLE TOP,ROUND,HPL,P RIM 1/8" MOLDED VIN NO GROMMET SPECIAL WILSONART WST PHANTOM PEARL DESIGNER WHITE	29 LIBRARY/OFFICE	1	\$996.00	57.00	\$428.28	\$428.28
1051FT1.US	Rio, Four Leg Chair, Upholstered Seat & Plastic Back, Armless Silver Frame Standard Multi-Surface Glide Black No Selection Fabric Grade 2 Slide Standard Color Selection Slide Onyx Fully Assembled in Carton	29 LIBRARY/OFFICE	4	\$370.00	56.00	\$162.80	\$651.20
SUBTOTAL :							\$5,545.89
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	30 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Platinum						
KCCG001	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #001	30 OFFICE	3	\$29.00	57.00	\$12.47	\$37.41
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	30 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0866CTIHAP	PRIORITY,COVER TRAY,FOR 66W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC PLATINUM METALLIC	30 OFFICE	1	\$171.60	57.00	\$73.79	\$73.79
53K163022BCOL	PRIORITY,16DX30WX22H,BOOKCASE,OPEN,LA MINATE PORTICO PORTICO	30 OFFICE	2	\$1,254.00	57.00	\$539.22	\$1,078.44
53K1630PC	PRIORITY,16DX30W,CUSHION TOP,FOR LOW STORAGE MAYER GRADE H CENTRIC DENIM	30 OFFICE	2	\$1,002.00	57.00	\$430.86	\$861.72
53K243067VBWM HLBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,LEFT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY SELF/SOFT CLOSE STANDARD GROUP M,METALLIC PLATINUM METALLIC PORTICO PORTICO PORTICO	30 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38
53K2466DIHAL	PRIORITY,24DX66W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN G19,ALL,PLATINUM METALLIC	30 OFFICE	1	\$5,288.00	57.00	\$2,273.84	\$2,273.84

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
	PLATINUM METALLIC						
	PORTICO						
53K3038WPGLSHL L	PRIORITY,30WX38H,WALL PANEL,GLASS SHELVES,TFL,HORIZONTAL GRN PORTICO CLEAR	30 OFFICE	1	\$2,001.00	57.00	\$860.43	\$860.43
53K7238WPMAGB PG	PRIORITY,72WX38H,WALL PANEL,MAGNETIC,BACK PAINTED GLASS	30 OFFICE	1	\$4,318.00	57.00	\$1,856.74	\$1,856.74
53KE3672DRFBL1	PRIORITY,36DX72W,DESK,SINGLE PED,RECTANGLE,RIGHT,HPL/TFL,BBF 1/8" MOLDED VIN STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY G19,LEFT&RT,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO PORTICO PORTICO	30 OFFICE	1	\$2,990.00	57.00	\$1,285.70	\$1,285.70
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	30 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm Black Black Base Black Carpet Casters	30 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Onyx Mesh						
	No Selection						
	Fabric Grade 6 Mayer						
	Centric Standard Color Selection						
	Centric Denim						
	Fully Assembled in Carton						
SUBTOTAL :							\$11,669.36
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes Platinum	31 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
KCCG002	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #002	31 OFFICE	3	\$29.00	57.00	\$12.47	\$37.41
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	31 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0866CTIHAP	PRIORITY,COVER TRAY,FOR 66W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC PLATINUM METALLIC	31 OFFICE	1	\$171.60	57.00	\$73.79	\$73.79
53K163022BCOL	PRIORITY,16DX30WX22H,BOOKCASE,OPEN,LA MINATE PORTICO PORTICO	31 OFFICE	2	\$1,254.00	57.00	\$539.22	\$1,078.44
53K1630PC	PRIORITY,16DX30W,CUSHION TOP,FOR LOW STORAGE MAYER GRADE H CENTRIC DENIM	31 OFFICE	2	\$1,002.00	57.00	\$430.86	\$861.72
53K243067VBWM HRBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,RIGHT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC	31 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	SPECIFY CORE SEPARATELY						
	SELF/SOFT CLOSE						
	STANDARD GROUP M,METALLIC						
	PLATINUM METALLIC						
	PORTICO						
	PORTICO						
	PORTICO						
53K2466DIHAL	PRIORITY,24DX66W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN	31 OFFICE	1	\$5,288.00	57.00	\$2,273.84	\$2,273.84
	G19,ALL,PLATINUM METALLIC						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
	PLATINUM METALLIC						
	PORTICO						
53K3038WPGLSHL L	PRIORITY,30WX38H,WALL PANEL,GLASS SHELVES,TFL,HORIZONTAL GRN PORTICO	31 OFFICE	1	\$2,001.00	57.00	\$860.43	\$860.43
	CLEAR						
53K7238WPMAGB PG	PRIORITY,72WX38H,WALL PANEL,MAGNETIC,BACK PAINTED GLASS	31 OFFICE	1	\$4,318.00	57.00	\$1,856.74	\$1,856.74
53KE3672DLFBL1	PRIORITY,36DX72W,DESK,SINGLE PED,RECTANGLE,LEFT,HPL/TFL,BBF 1/8" MOLDED VIN	31 OFFICE	1	\$2,990.00	57.00	\$1,285.70	\$1,285.70
	STUDIO,PLATINUM METALLIC						
	SPECIFY CORE SEPARATELY						
	G19,LEFT&RT,PLATINUM METALLIC						
	STANDARD GROUP 1						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PORTICO						
	PORTICO						
	PORTICO						
	PORTICO						
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	31 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	31 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 6 Mayer						
	Centric Standard Color Selection						
	Centric Denim						
	Fully Assembled in Carton						
SUBTOTAL :							\$11,669.36
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	32 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
	Platinum						
KCCG003	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #003	32 OFFICE	3	\$29.00	57.00	\$12.47	\$37.41
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	32 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0866CTIHAP	PRIORITY,COVER TRAY,FOR 66W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC	32 OFFICE	1	\$171.60	57.00	\$73.79	\$73.79

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PLATINUM METALLIC						
53K163022BCOL	PRIORITY,16DX30WX22H,BOOKCASE,OPEN,LA MINATE PORTICO PORTICO	32 OFFICE	2	\$1,254.00	57.00	\$539.22	\$1,078.44
53K1630PC	PRIORITY,16DX30W,CUSHION TOP,FOR LOW STORAGE MAYER GRADE H CENTRIC DENIM	32 OFFICE	2	\$1,002.00	57.00	\$430.86	\$861.72
53K243067VBWM HLBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,LEFT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY SELF/SOFT CLOSE STANDARD GROUP M,METALLIC PLATINUM METALLIC PORTICO PORTICO PORTICO	32 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38
53K2466DIHAL	PRIORITY,24DX66W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN G19,ALL,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO PLATINUM METALLIC PORTICO	32 OFFICE	1	\$5,288.00	57.00	\$2,273.84	\$2,273.84
53K3038WPGLSHL L	PRIORITY,30WX38H,WALL PANEL,GLASS SHELVES,TFL,HORIZONTAL GRN	32 OFFICE	1	\$2,001.00	57.00	\$860.43	\$860.43

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PORTICO						
	CLEAR						
53K7238WPMAGB PG	PRIORITY,72WX38H,WALL PANEL,MAGNETIC,BACK PAINTED GLASS	32 OFFICE	1	\$4,318.00	57.00	\$1,856.74	\$1,856.74
53KE3672DRFBL1	PRIORITY,36DX72W,DESK,SINGLE PED,RECTANGLE,RIGHT,HPL/TFL,BBF 1/8" MOLDED VIN	32 OFFICE	1	\$2,990.00	57.00	\$1,285.70	\$1,285.70
	STUDIO,PLATINUM METALLIC						
	SPECIFY CORE SEPARATELY						
	G19,LEFT&RT,PLATINUM METALLIC						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
	PORTICO						
	PORTICO						
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	32 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	32 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 6 Mayer						
	Centric Standard Color Selection						
	Centric Denim						
	Fully Assembled in Carton						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
SUBTOTAL :							\$11,669.36
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes Platinum	33 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
KCCG004	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #004	33 OFFICE	3	\$29.00	57.00	\$12.47	\$37.41
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	33 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0866CTIHAP	PRIORITY,COVER TRAY,FOR 66W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC PLATINUM METALLIC	33 OFFICE	1	\$171.60	57.00	\$73.79	\$73.79
53K163022BCOL	PRIORITY,16DX30WX22H,BOOKCASE,OPEN,LA MINATE PORTICO PORTICO	33 OFFICE	2	\$1,254.00	57.00	\$539.22	\$1,078.44
53K1630PC	PRIORITY,16DX30W,CUSHION TOP,FOR LOW STORAGE MAYER GRADE H CENTRIC DENIM	33 OFFICE	2	\$1,002.00	57.00	\$430.86	\$861.72
53K243067VBWM HRBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,RGHT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY SELF/SOFT CLOSE STANDARD GROUP M,METALLIC PLATINUM METALLIC PORTICO PORTICO	33 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PORTICO						
53K2466DIHAL	PRIORITY,24DX66W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN G19,ALL,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO PLATINUM METALLIC PORTICO	33 OFFICE	1	\$5,288.00	57.00	\$2,273.84	\$2,273.84
53K3038WPGLSHL L	PRIORITY,30WX38H,WALL PANEL,GLASS SHELVES,TFL,HORIZONTAL GRN PORTICO CLEAR	33 OFFICE	1	\$2,001.00	57.00	\$860.43	\$860.43
53K7238WPMAGB PG	PRIORITY,72WX38H,WALL PANEL,MAGNETIC,BACK PAINTED GLASS	33 OFFICE	1	\$4,318.00	57.00	\$1,856.74	\$1,856.74
53KE3672DLFBL1	PRIORITY,36DX72W,DESK,SINGLE PED,RECTANGLE,LEFT,HPL/TFL,BBF 1/8" MOLDED VIN STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY G19,LEFT&RT,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO PORTICO PORTICO	33 OFFICE	1	\$2,990.00	57.00	\$1,285.70	\$1,285.70
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	33 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	33 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 6 Mayer						
	Centric Standard Color Selection						
	Centric Denim						
	Fully Assembled in Carton						
SUBTOTAL :							\$11,669.36
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	34 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
	Platinum						
KCCG005	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #005	34 OFFICE	5	\$29.00	57.00	\$12.47	\$62.35
53K2454DIHAL	PRIORITY,24DX54W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN	34 OFFICE	1	\$5,148.00	57.00	\$2,213.64	\$2,213.64
	G19,ALL,PLATINUM METALLIC						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
	PLATINUM METALLIC						
	PORTICO						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
53K2460WSSL	PRIORITY,24DX60W,SURFACE,RECTANGLE,HPL MAIN 1/8" MOLDED VIN NO GROMMET STANDARD GROUP 1 PORTICO PORTICO	34 OFFICE	1	\$539.00	57.00	\$231.77	\$231.77
53KE2430LFM2L	PRIORITY,24DX30W,UNDERSURFACE PED,2 DRAWER,LATERAL FILE,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY PORTICO PORTICO	34 OFFICE	2	\$1,505.00	57.00	\$647.15	\$1,294.30
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	34 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0860CTIHAP	PRIORITY,COVER TRAY,FOR 60W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC PLATINUM METALLIC	34 OFFICE	1	\$160.60	57.00	\$69.06	\$69.06
53K243067VBWM HRBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,RGHT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY SELF/SOFT CLOSE STANDARD GROUP M,METALLIC PLATINUM METALLIC PORTICO PORTICO PORTICO	34 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
53KE3072DRFBL1	PRIORITY,30DX72W,DESK,SINGLE PED,RECTANGLE,RIGHT,HPL/TFL,BBF 1/8" MOLDED VIN STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY G19,LEFT&RT,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO PORTICO PORTICO	34 OFFICE	1	\$2,867.00	57.00	\$1,232.81	\$1,232.81
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	34 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm Black Black Base Black Carpet Casters Onyx Mesh No Selection Fabric Grade 6 Mayer Centric Standard Color Selection Centric Denim Fully Assembled in Carton	34 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64
SUBTOTAL :							\$8,445.22
RSNGEX1-MS	RisingEX Series Single Monitor Arm w/DC & GM, Single Fixed Arm + Slider Standard Finishes	39 INSPECTORS	8	\$499.00	53.00	\$234.53	\$1,876.24

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Platinum						
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	39 INSPECTORS	2	\$1,065.00	53.00	\$500.55	\$1,001.10
	Platinum						
HLWM	Endorse Work Mid-back Mesh Back	39 INSPECTORS	2	\$1,272.00	60.95	\$496.72	\$993.44
	Limited Synchro Tilt						
	Height and Width Adj						
	Hard (Standard)						
	4-Way Black						
	Grade 2 Uph						
	Whisper Vinyl						
	Black						
	Standard Plastic Black						
	No Head Rest						
45F2960TTSH9L	XSEDE,29DX60W,DESK,RECTANGULAR,T-LEGS, STANDARD HEIGHT,HPL 1/8" MOLDED VIN	39 INSPECTORS	5	\$2,267.00	68.00	\$725.44	\$3,627.20
	NO GROMMET						
	STANDARD GROUP 1						
	STORM						
	STORM						
	PLATINUM METALLIC						
45F2960TTSH9L	XSEDE,29DX60W,DESK,RECTANGULAR,T-LEGS, STANDARD HEIGHT,HPL 1/8" MOLDED VIN	39 INSPECTORS	5	\$2,267.00	68.00	\$725.44	\$3,627.20
	NO GROMMET						
	STANDARD GROUP 1						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	STORM						
	STORM						
	PLATINUM METALLIC						
45F31CBS	XSEDE,31W CABLE BASKET,SILVER	39 INSPECTORS	5	\$145.00	68.00	\$46.40	\$232.00
45F31CBS	XSEDE,31W CABLE BASKET,SILVER	39 INSPECTORS	5	\$145.00	68.00	\$46.40	\$232.00
45FCCS	XSEDE,42H CABLE CARRIER,SILVER	39 INSPECTORS	5	\$326.00	68.00	\$104.32	\$521.60
45FCCS	XSEDE,42H CABLE CARRIER,SILVER	39 INSPECTORS	5	\$326.00	68.00	\$104.32	\$521.60
16S2454VBWHL1M	FOOTPRINT METAL,24DX24WX54H,STOR TOWER,WARDROBE LH,OPEN,BBF EXTENDED	39 INSPECTORS	2	\$3,456.00	68.00	\$1,105.92	\$2,211.84
	RDM CORE INCL,NOT INSTAL,SILVR						
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
16S2454VBWHL1M	FOOTPRINT METAL,24DX24WX54H,STOR TOWER,WARDROBE LH,OPEN,BBF EXTENDED	39 INSPECTORS	2	\$3,456.00	68.00	\$1,105.92	\$2,211.84
	RDM CORE INCL,NOT INSTAL,SILVR						
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
16S2454VBWHR1M	FOOTPRINT METAL,24DX24WX54H,STOR TOWER,WARDROBE RH,OPEN,BBF EXTENDED	39 INSPECTORS	3	\$3,456.00	68.00	\$1,105.92	\$3,317.76
	RDM CORE INCL,NOT INSTAL,SILVR						
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
16S2454VBWHR1M	FOOTPRINT METAL,24DX24WX54H,STOR TOWER,WARDROBE RH,OPEN,BBF	39 INSPECTORS	3	\$3,456.00	68.00	\$1,105.92	\$3,317.76

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	EXTENDED						
	RDM CORE INCL,NOT INSTAL,SILVR						
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
33W1927BCA	NARRATE,27H,MID-SUPPORT BRACKET	39 INSPECTORS	1	\$229.00	68.00	\$73.28	\$73.28
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
33W2427ES	NARRATE,24D,END-SUPPORT LEG	39 INSPECTORS	6	\$470.00	68.00	\$150.40	\$902.40
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
33W2427ES	NARRATE,24D,END-SUPPORT LEG	39 INSPECTORS	7	\$470.00	68.00	\$150.40	\$1,052.80
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
33WBSA	NARRATE,EDGE-SUPPORT BRACKET	39 INSPECTORS	12	\$9.00	68.00	\$2.88	\$34.56
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
33WBSA	NARRATE,EDGE-SUPPORT BRACKET	39 INSPECTORS	10	\$9.00	68.00	\$2.88	\$28.80
	STANDARD GROUP 1,NON-METALLIC						
	STORM						
SS2442WSSL3	FOOTPRINT,24DX42W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR 1/8" MOLDED VIN	39 INSPECTORS	1	\$457.00	68.00	\$146.24	\$146.24
	STANDARD GROUP 1						
	STORM						
	STORM						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	GRAPHITE						

SS2448WSSL3	FOOTPRINT,24DX48W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR 1/8" MOLDED VIN	39 INSPECTORS	1	\$503.00	68.00	\$160.96	\$160.96
	STANDARD GROUP 1						
	STORM						
	STORM						
	STORM						

SS2460WSSL3	FOOTPRINT,24DX60W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR 1/8" MOLDED VIN	39 INSPECTORS	4	\$610.00	68.00	\$195.20	\$780.80
	STANDARD GROUP 1						
	STORM						
	STORM						
	GRAPHITE						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL

SS2460WSSL3	FOOTPRINT,24DX60W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR 1/8" MOLDED VIN STANDARD GROUP 1 STORM STORM STORM ----- ----- ----- ----- -----	39 INSPECTORS	5	\$610.00	68.00	\$195.20	\$976.00
SS2484WSSL3	FOOTPRINT,24DX84W,WORKSURFACE,1 3/16T,STRAIGHT,HPL,WIRE MGR 1/8" MOLDED VIN STANDARD GROUP 1 STORM STORM GRAPHITE ----- ----- ----- ----- -----	39 INSPECTORS	1	\$908.00	68.00	\$290.56	\$290.56
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	39 INSPECTORS	5	\$370.00	57.00	\$159.10	\$795.50

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	39 INSPECTORS	5	\$370.00	57.00	\$159.10	\$795.50
99K0404CHP	PERKS CUP HOLDER,PAINT STANDARD GROUP 1,NON-METALLIC STORM	39 INSPECTORS	3	\$142.00	57.00	\$61.06	\$183.18
99K0404CHP	PERKS CUP HOLDER,PAINT STANDARD GROUP 1,NON-METALLIC STORM	39 INSPECTORS	3	\$142.00	57.00	\$61.06	\$183.18
99K0404CHP	PERKS CUP HOLDER,PAINT STANDARD GROUP 1,NON-METALLIC STORM	39 INSPECTORS	5	\$142.00	57.00	\$61.06	\$305.30
99K0936SHM	PERKS,36W,ORGANIZER SHELF,METAL STANDARD GROUP 1,NON-METALLIC STORM	39 INSPECTORS	3	\$248.00	57.00	\$106.64	\$319.92
99K0936SHM	PERKS,36W,ORGANIZER SHELF,METAL STANDARD GROUP 1,NON-METALLIC STORM	39 INSPECTORS	2	\$248.00	57.00	\$106.64	\$213.28
99K0936SHM	PERKS,36W,ORGANIZER SHELF,METAL STANDARD GROUP 1,NON-METALLIC STORM	39 INSPECTORS	6	\$248.00	57.00	\$106.64	\$639.84
99K1212SSM	PERKS,12W,SLANT SORT,METAL STANDARD GROUP 1,NON-METALLIC STORM	39 INSPECTORS	2	\$180.00	57.00	\$77.40	\$154.80
99K1212SSM	PERKS,12W,SLANT SORT,METAL	39 INSPECTORS	3	\$180.00	57.00	\$77.40	\$232.20

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	STANDARD GROUP 1,NON-METALLIC STORM						
99K1212SSM	PERKS,12W,SLANT SORT,METAL	39 INSPECTORS	5	\$180.00	57.00	\$77.40	\$387.00
	STANDARD GROUP 1,NON-METALLIC STORM						
99K1217DPTM	PERKS,17W,DOUBLE SIDE TRAY,METAL	39 INSPECTORS	2	\$245.00	57.00	\$105.35	\$210.70
	STANDARD GROUP 1,NON-METALLIC STORM						
99K1217DPTM	PERKS,17W,DOUBLE SIDE TRAY,METAL	39 INSPECTORS	3	\$245.00	57.00	\$105.35	\$316.05
	STANDARD GROUP 1,NON-METALLIC STORM						
99K1217DPTM	PERKS,17W,DOUBLE SIDE TRAY,METAL	39 INSPECTORS	5	\$245.00	57.00	\$105.35	\$526.75
	STANDARD GROUP 1,NON-METALLIC STORM						
33P0513PSP	NARRATE PERSONAL SHELF,PAINT	39 INSPECTORS	1	\$245.00	68.00	\$78.40	\$78.40
	STANDARD GROUP 1,NON-METALLIC STORM						
33P0513PSP	NARRATE PERSONAL SHELF,PAINT	39 INSPECTORS	1	\$245.00	68.00	\$78.40	\$78.40
	STANDARD GROUP 1,NON-METALLIC STORM						
33P244ITTTA	NARRATE,24W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	4	\$133.00	68.00	\$42.56	\$170.24

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
33P244ITTTA	NARRATE,24W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	4	\$133.00	68.00	\$42.56	\$170.24
33P304ITTTA	NARRATE,30W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	2	\$169.00	68.00	\$54.08	\$108.16
33P304ITTTA	NARRATE,30W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	2	\$169.00	68.00	\$54.08	\$108.16
33P364ITTTA	NARRATE,36W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	4	\$204.00	68.00	\$65.28	\$261.12
33P364ITTTA	NARRATE,36W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	4	\$204.00	68.00	\$65.28	\$261.12
33P422ITSTA	NARRATE,42W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	3	\$127.00	68.00	\$40.64	\$121.92
33P422ITSTA	NARRATE,42W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	4	\$127.00	68.00	\$40.64	\$162.56
33P422ITSTS	NARRATE,42W,2 HIGH,TILE,SUPPORT TRAXX,SLAT GALLERY GROUP 1	39 INSPECTORS	5	\$1,293.60	68.00	\$413.95	\$2,069.75

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	NAVAL						
33P422ITSTS	NARRATE,42W,2 HIGH,TILE,SUPPORT TRAXX,SLAT GALLERY GROUP 1	39 INSPECTORS	5	\$1,293.60	68.00	\$413.95	\$2,069.75
	NAVAL						
33P422ITTTA	NARRATE,42W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	2	\$127.00	68.00	\$40.64	\$81.28
	PLINTH CRYSTAL						
33P422ITTTA	NARRATE,42W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	1	\$127.00	68.00	\$40.64	\$40.64
	PLINTH CRYSTAL						
33P424ITTTA	NARRATE,42W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	4	\$233.00	68.00	\$74.56	\$298.24
	PLINTH CRYSTAL						
33P424ITTTA	NARRATE,42W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	4	\$233.00	68.00	\$74.56	\$298.24
	PLINTH CRYSTAL						
33P482FG32	NARRATE,48W,FRAMELESS GLASS PANE,CLEAR	39 INSPECTORS	4	\$542.00	68.00	\$173.44	\$693.76
33P482FG32	NARRATE,48W,FRAMELESS GLASS PANE,CLEAR	39 INSPECTORS	4	\$542.00	68.00	\$173.44	\$693.76
33P482ITTTA	NARRATE,48W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	8	\$141.00	68.00	\$45.12	\$360.96
	PLINTH CRYSTAL						
33P482ITTTA	NARRATE,48W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	8	\$141.00	68.00	\$45.12	\$360.96

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PLINTH CRYSTAL						
33P484ITTTA	NARRATE,48W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	4	\$267.00	68.00	\$85.44	\$341.76
	PLINTH CRYSTAL						
33P484ITTTA	NARRATE,48W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	4	\$267.00	68.00	\$85.44	\$341.76
	PLINTH CRYSTAL						
33P48TCFGIP	NARRATE,48W,TOP CAP,FRAMELESS GLASS,INSERT CHANNEL,PAINT FLAT	39 INSPECTORS	4	\$352.00	68.00	\$112.64	\$450.56
	STANDARD GROUP 1,NON-METALLIC GRAPHITE BLACK						
33P48TCFGIP	NARRATE,48W,TOP CAP,FRAMELESS GLASS,INSERT CHANNEL,PAINT FLAT	39 INSPECTORS	4	\$352.00	68.00	\$112.64	\$450.56
	STANDARD GROUP 1,NON-METALLIC GRAPHITE BLACK						
33P662FG32	NARRATE,66W,FRAMELESS GLASS PANE,CLEAR	39 INSPECTORS	2	\$751.00	68.00	\$240.32	\$480.64
33P662FG32	NARRATE,66W,FRAMELESS GLASS PANE,CLEAR	39 INSPECTORS	2	\$751.00	68.00	\$240.32	\$480.64
33P662ITSTA	NARRATE,66W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX GRADE A RAILROADED	39 INSPECTORS	1	\$187.00	68.00	\$59.84	\$59.84
	PLINTH CRYSTAL						
33P662ITTTA	NARRATE,66W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX	39 INSPECTORS	3	\$187.00	68.00	\$59.84	\$179.52

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	GRADE A RAILROADED						
	PLINTH CRYSTAL						
33P662ITTTA	NARRATE,66W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED	39 INSPECTORS	4	\$187.00	68.00	\$59.84	\$239.36
	PLINTH CRYSTAL						
33P66TCFGIP	NARRATE,66W,TOP CAP,FRAMELESS GLASS,INSERT CHANNEL,PAINT FLAT	39 INSPECTORS	2	\$431.00	68.00	\$137.92	\$275.84
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
	BLACK						
33P66TCFGIP	NARRATE,66W,TOP CAP,FRAMELESS GLASS,INSERT CHANNEL,PAINT FLAT	39 INSPECTORS	2	\$431.00	68.00	\$137.92	\$275.84
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
	BLACK						
33P842FG32	NARRATE,84W,FRAMELESS GLASS PANE,CLEAR	39 INSPECTORS	10	\$983.00	68.00	\$314.56	\$3,145.60
33P842FG32	NARRATE,84W,FRAMELESS GLASS PANE,CLEAR	39 INSPECTORS	10	\$983.00	68.00	\$314.56	\$3,145.60
33P842ITSTA	NARRATE,84W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX GRADE A RAILROADED	39 INSPECTORS	9	\$232.00	68.00	\$74.24	\$668.16
	PLINTH CRYSTAL						
33P842ITSTA	NARRATE,84W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX GRADE A RAILROADED	39 INSPECTORS	11	\$232.00	68.00	\$74.24	\$816.64
	PLINTH CRYSTAL						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
33P842ITTTA	NARRATE,84W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	17	\$232.00	68.00	\$74.24	\$1,262.08
33P842ITTTA	NARRATE,84W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX GRADE A RAILROADED PLINTH CRYSTAL	39 INSPECTORS	16	\$232.00	68.00	\$74.24	\$1,187.84
33P84TCFGIP	NARRATE,84W,TOP CAP,FRAMELESS GLASS,INSERT CHANNEL,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE BLACK	39 INSPECTORS	10	\$528.00	68.00	\$168.96	\$1,689.60
33P84TCFGIP	NARRATE,84W,TOP CAP,FRAMELESS GLASS,INSERT CHANNEL,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE BLACK	39 INSPECTORS	10	\$528.00	68.00	\$168.96	\$1,689.60
33PEJB18	NARRATE,ELECTRICAL,JUMPER,PANEL-TO-PAN EL,8 WIRE	39 INSPECTORS	9	\$98.00	68.00	\$31.36	\$282.24
33PEJB18	NARRATE,ELECTRICAL,JUMPER,PANEL-TO-PAN EL,8 WIRE	39 INSPECTORS	9	\$98.00	68.00	\$31.36	\$282.24
33PEJB28	NARRATE,ELECTRICAL,JUMPER,PANEL-90 CONN-PANEL,8 WIRE	39 INSPECTORS	7	\$100.00	68.00	\$32.00	\$224.00
33PEJB28	NARRATE,ELECTRICAL,JUMPER,PANEL-90 CONN-PANEL,8 WIRE	39 INSPECTORS	8	\$100.00	68.00	\$32.00	\$256.00
33PEJB58	NARRATE,ELECTRICAL,JUMPER,PANEL-180/120 CONN-PANEL,8 WIRE	39 INSPECTORS	1	\$100.00	68.00	\$32.00	\$32.00
33PEPE6B8	NARRATE,6 FOOT POWER ENTRY,BASE,8 WIRE	39 INSPECTORS	1	\$298.00	68.00	\$95.36	\$95.36

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
33PEPE6B8	NARRATE,6 FOOT POWER ENTRY,BASE,8 WIRE	39 INSPECTORS	1	\$298.00	68.00	\$95.36	\$95.36
33PER18S	NARRATE,RECEPTACLE,CIRCUIT 1,8 WIRE,SHARED NEUTRAL CINDER	39 INSPECTORS	6	\$38.00	68.00	\$12.16	\$72.96
33PER18S	NARRATE,RECEPTACLE,CIRCUIT 1,8 WIRE,SHARED NEUTRAL CINDER	39 INSPECTORS	6	\$38.00	68.00	\$12.16	\$72.96
33PER28S	NARRATE,RECEPTACLE,CIRCUIT 2,8 WIRE,SHARED NEUTRAL CINDER	39 INSPECTORS	5	\$38.00	68.00	\$12.16	\$60.80
33PER28S	NARRATE,RECEPTACLE,CIRCUIT 2,8 WIRE,SHARED NEUTRAL CINDER	39 INSPECTORS	5	\$38.00	68.00	\$12.16	\$60.80
33PER4D8S	NARRATE,RECEPTACLE,CIRCUIT 4D,8 WIRE,SHARED NEUTRAL CINDER	39 INSPECTORS	5	\$38.00	68.00	\$12.16	\$60.80
33PER4D8S	NARRATE,RECEPTACLE,CIRCUIT 4D,8 WIRE,SHARED NEUTRAL CINDER	39 INSPECTORS	5	\$38.00	68.00	\$12.16	\$60.80
93P244FN	NARRATE2019,24W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	2	\$307.00	68.00	\$98.24	\$196.48
93P244FN	NARRATE2019,24W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	2	\$307.00	68.00	\$98.24	\$196.48
93P244FP	NARRATE2019,24W,4 HIGH,FRAME,POWERED	39 INSPECTORS	2	\$446.00	68.00	\$142.72	\$285.44

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
93P244FP	8 WIRE,SHARED NEUTRAL	39 INSPECTORS	2	\$446.00	68.00	\$142.72	\$285.44
	2 PUNCHED						
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
93P24FCLPP	NARRATE2019,4 HIGH,2-WAY,L	39 INSPECTORS	8	\$247.00	68.00	\$79.04	\$632.32
	CONNECTOR,PAINT/PAINT						
	FLAT						
	STANDARD GROUP 1,NON-METALLIC						
93P24FCLPP	GRAPHITE	39 INSPECTORS	8	\$247.00	68.00	\$79.04	\$632.32
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
	STANDARD GROUP 1,NON-METALLIC						
93P24FCLPP	GRAPHITE	39 INSPECTORS	8	\$247.00	68.00	\$79.04	\$632.32
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
	STANDARD GROUP 1,NON-METALLIC						
93P24FCLPP	GRAPHITE	39 INSPECTORS	8	\$247.00	68.00	\$79.04	\$632.32
	STANDARD GROUP 1,NON-METALLIC						
	GRAPHITE						
	STANDARD GROUP 1,NON-METALLIC						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
93P24MFS	NARRATE2019,24W,MID-FRAME SUPPORT	39 INSPECTORS	1	\$48.00	68.00	\$15.36	\$15.36
93P24MFS	NARRATE2019,24W,MID-FRAME SUPPORT	39 INSPECTORS	1	\$48.00	68.00	\$15.36	\$15.36
93P304FN	NARRATE2019,30W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	2	\$338.00	68.00	\$108.16	\$216.32
93P304FN	NARRATE2019,30W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	2	\$338.00	68.00	\$108.16	\$216.32
93P34CTPP	NARRATE2019,4 HIGH,3-WAY,T CONNECTOR,PAINT/PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE STANDARD GROUP 1,NON-METALLIC GRAPHITE STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	2	\$263.00	68.00	\$84.16	\$168.32
93P34CTPP	NARRATE2019,4 HIGH,3-WAY,T CONNECTOR,PAINT/PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	2	\$263.00	68.00	\$84.16	\$168.32

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	STANDARD GROUP 1,NON-METALLIC GRAPHITE						
93P364FN	NARRATE2019,36W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	3	\$362.00	68.00	\$115.84	\$347.52
93P364FN	NARRATE2019,36W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	3	\$362.00	68.00	\$115.84	\$347.52
93P364FP	NARRATE2019,36W,4 HIGH,FRAME,POWERED 8 WIRE,SHARED NEUTRAL 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	1	\$515.00	68.00	\$164.80	\$164.80
93P364FP	NARRATE2019,36W,4 HIGH,FRAME,POWERED 8 WIRE,SHARED NEUTRAL 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	1	\$515.00	68.00	\$164.80	\$164.80
93P36MFS	NARRATE2019,36W,MID-FRAME SUPPORT	39 INSPECTORS	1	\$60.00	68.00	\$19.20	\$19.20
93P36MFS	NARRATE2019,36W,MID-FRAME SUPPORT	39 INSPECTORS	1	\$60.00	68.00	\$19.20	\$19.20
93P424FN	NARRATE2019,42W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED	39 INSPECTORS	1	\$385.00	68.00	\$123.20	\$123.20

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	STANDARD GROUP 1,NON-METALLIC GRAPHITE						
93P424FN	NARRATE2019,42W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	1	\$385.00	68.00	\$123.20	\$123.20
93P424FP	NARRATE2019,42W,4 HIGH,FRAME,POWERED 8 WIRE,SHARED NEUTRAL 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	2	\$549.00	68.00	\$175.68	\$351.36
93P424FP	NARRATE2019,42W,4 HIGH,FRAME,POWERED 8 WIRE,SHARED NEUTRAL 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	11	\$549.00	68.00	\$175.68	\$1,932.48
93P424FP	NARRATE2019,42W,4 HIGH,FRAME,POWERED 8 WIRE,SHARED NEUTRAL 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	2	\$549.00	68.00	\$175.68	\$351.36
93P424FP	NARRATE2019,42W,4 HIGH,FRAME,POWERED 8 WIRE,SHARED NEUTRAL 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	4	\$549.00	68.00	\$175.68	\$702.72

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	GRAPHITE						
93P424FP	NARRATE2019,42W,4 HIGH,FRAME,POWERED 8 WIRE,SHARED NEUTRAL 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	11	\$549.00	68.00	\$175.68	\$1,932.48
93P42MFS	NARRATE2019,42W,MID-FRAME SUPPORT	39 INSPECTORS	2	\$64.00	68.00	\$20.48	\$40.96
93P42MFS	NARRATE2019,42W,MID-FRAME SUPPORT	39 INSPECTORS	2	\$64.00	68.00	\$20.48	\$40.96
93P44FCXP	NARRATE2019,4 HIGH,4-WAY X CONNECTOR,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	1	\$288.00	68.00	\$92.16	\$92.16
93P44FCXP	NARRATE2019,4 HIGH,4-WAY X CONNECTOR,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	1	\$288.00	68.00	\$92.16	\$92.16
93P484FN	NARRATE2019,48W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	4	\$419.00	68.00	\$134.08	\$536.32

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
93P484FN	NARRATE2019,48W,4 HIGH,FRAME,NON-POWERED 2 PUNCHED STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	4	\$419.00	68.00	\$134.08	\$536.32
93P48PTT	NARRATE2019,48W,FRAME MOUNTED TRIM TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	12	\$58.00	68.00	\$18.56	\$222.72
93P48PTT	NARRATE2019,48W,FRAME MOUNTED TRIM TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	12	\$58.00	68.00	\$18.56	\$222.72
93P4ETCP	NARRATE2019,4 HIGH,END TRIM,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	6	\$137.00	68.00	\$43.84	\$263.04
93P4ETCP	NARRATE2019,4 HIGH,END TRIM,PAINT FLAT STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	6	\$137.00	68.00	\$43.84	\$263.04
93P66PST	NARRATE2019,66W,FRAME MOUNTED SUPPORT TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	1	\$86.00	68.00	\$27.52	\$27.52
93P66PTT	NARRATE2019,66W,FRAME MOUNTED TRIM TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	5	\$74.00	68.00	\$23.68	\$118.40

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
93P66PTT	NARRATE2019,66W,FRAME MOUNTED TRIM TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	6	\$74.00	68.00	\$23.68	\$142.08
93P84PST	NARRATE2019,84W,FRAME MOUNTED SUPPORT TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	14	\$114.00	68.00	\$36.48	\$510.72
93P84PST	NARRATE2019,84W,FRAME MOUNTED SUPPORT TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	15	\$114.00	68.00	\$36.48	\$547.20
93P84PTT	NARRATE2019,84W,FRAME MOUNTED TRIM TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	23	\$102.00	68.00	\$32.64	\$750.72
93P84PTT	NARRATE2019,84W,FRAME MOUNTED TRIM TRAXX STANDARD GROUP 1,NON-METALLIC GRAPHITE	39 INSPECTORS	21	\$102.00	68.00	\$32.64	\$685.44
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm Black Black Base Black Carpet Casters Onyx Mesh No Selection Fabric Grade 6 Mayer Centric Standard Color Selection	39 INSPECTORS	2	\$928.00	56.00	\$408.32	\$816.64

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	Centric Denim						
	Fully Assembled in Carton						
SUBTOTAL :							\$76,244.04
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes Platinum	42 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
KCCG006	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #006	42 OFFICE	4	\$29.00	57.00	\$12.47	\$49.88
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	42 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0866CTIHAP	PRIORITY,COVER TRAY,FOR 66W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC PLATINUM METALLIC	42 OFFICE	1	\$171.60	57.00	\$73.79	\$73.79
53K243067VBWM HLBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,LEFT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY SELF/SOFT CLOSE STANDARD GROUP M,METALLIC PLATINUM METALLIC PORTICO PORTICO PORTICO	42 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38
53K2460WSSL	PRIORITY,24DX60W,SURFACE,RECTANGLE,HPL MAIN 1/8" MOLDED VIN NO GROMMET	42 OFFICE	1	\$539.00	57.00	\$231.77	\$231.77

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
53K2466DIHAL	PRIORITY,24DX66W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN	42 OFFICE	1	\$5,288.00	57.00	\$2,273.84	\$2,273.84
	G19,ALL,PLATINUM METALLIC						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
	PLATINUM METALLIC						
	PORTICO						
53KE2430LFM2L	PRIORITY,24DX30W,UNDERSURFACE PED,2 DRAWER,LATERAL FILE,LAM STUDIO,PLATINUM METALLIC	42 OFFICE	2	\$1,505.00	57.00	\$647.15	\$1,294.30
	SPECIFY CORE SEPARATELY						
	PORTICO						
	PORTICO						
53KE3672DLFBL1	PRIORITY,36DX72W,DESK,SINGLE PED,RECTANGLE,LEFT,HPL/TFL,BBF 1/8" MOLDED VIN	42 OFFICE	1	\$2,990.00	57.00	\$1,285.70	\$1,285.70
	STUDIO,PLATINUM METALLIC						
	SPECIFY CORE SEPARATELY						
	G19,LEFT&RT,PLATINUM METALLIC						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
	PORTICO						
	PORTICO						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
75K42WSSR	DOCK,42W,UNDERSURFACE SUPPORT RAIL	42 OFFICE	1	\$70.00	57.00	\$30.10	\$30.10
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	42 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	42 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 6 Mayer						
	Centric Standard Color Selection						
	Centric Denim						
	Fully Assembled in Carton						
SUBTOTAL :							\$8,580.67
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	43 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
	Platinum						
KCCG010	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #010	43 OFFICE	3	\$29.00	57.00	\$12.47	\$37.41
53K2466DIHAL	PRIORITY,24DX66W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN	43 OFFICE	1	\$5,288.00	57.00	\$2,273.84	\$2,273.84
	G19,ALL,PLATINUM METALLIC						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PLATINUM METALLIC						
	PORTICO						
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	43 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0866CTIHAP	PRIORITY,COVER TRAY,FOR 66W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC	43 OFFICE	1	\$171.60	57.00	\$73.79	\$73.79
	PLATINUM METALLIC						
53K163022BCOL	PRIORITY,16DX30WX22H,BOOKCASE,OPEN,LA MINATE PORTICO	43 OFFICE	2	\$1,254.00	57.00	\$539.22	\$1,078.44
	PORTICO						
53K1630PC	PRIORITY,16DX30W,CUSHION TOP,FOR LOW STORAGE MAYER GRADE H	43 OFFICE	2	\$1,002.00	57.00	\$430.86	\$861.72
	CENTRIC DENIM						
53K243067VBWM HRBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,RGHT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC	43 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38
	SPECIFY CORE SEPARATELY						
	SELF/SOFT CLOSE						
	STANDARD GROUP M,METALLIC						
	PLATINUM METALLIC						
	PORTICO						
	PORTICO						
	PORTICO						
53K3038WPGLSHL L	PRIORITY,30WX38H,WALL PANEL,GLASS SHELVES,TFL,HORIZONTAL GRN PORTICO	43 OFFICE	1	\$2,001.00	57.00	\$860.43	\$860.43
	CLEAR						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
53K7238WPMAGB PG	PRIORITY,72WX38H,WALL PANEL,MAGNETIC,BACK PAINTED GLASS	43 OFFICE	1	\$4,318.00	57.00	\$1,856.74	\$1,856.74
53KE3672DRFBL1	PRIORITY,36DX72W,DESK,SINGLE PED,RECTANGLE,RIGHT,HPL/TFL,BBF 1/8" MOLDED VIN STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY G19,LEFT&RT,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO PORTICO PORTICO	43 OFFICE	1	\$2,990.00	57.00	\$1,285.70	\$1,285.70
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	43 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm Black Black Base Black Carpet Casters Onyx Mesh No Selection Fabric Grade 6 Mayer Centric Standard Color Selection Centric Denim Fully Assembled in Carton	43 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64

SUBTOTAL :

\$11,669.36

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes Platinum	44 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
KCCG009	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #009	44 OFFICE	3	\$29.00	57.00	\$12.47	\$37.41
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	44 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0866CTIHAP	PRIORITY,COVER TRAY,FOR 66W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC PLATINUM METALLIC	44 OFFICE	1	\$171.60	57.00	\$73.79	\$73.79
53K163022BCOL	PRIORITY,16DX30WX22H,BOOKCASE,OPEN,LA MINATE PORTICO PORTICO	44 OFFICE	2	\$1,254.00	57.00	\$539.22	\$1,078.44
53K1630PC	PRIORITY,16DX30W,CUSHION TOP,FOR LOW STORAGE MAYER GRADE H CENTRIC DENIM	44 OFFICE	2	\$1,002.00	57.00	\$430.86	\$861.72
53K243067VBWM HRBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,RGHT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY SELF/SOFT CLOSE STANDARD GROUP M,METALLIC PLATINUM METALLIC PORTICO PORTICO PORTICO	44 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
53K2466DIHAL	PRIORITY,24DX66W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN G19,ALL,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO PLATINUM METALLIC PORTICO	44 OFFICE	1	\$5,288.00	57.00	\$2,273.84	\$2,273.84
53K3038WPGLSHL L	PRIORITY,30WX38H,WALL PANEL,GLASS SHELVES,TFL,HORIZONTAL GRN PORTICO CLEAR	44 OFFICE	1	\$2,001.00	57.00	\$860.43	\$860.43
53K7238WPMAGB PG	PRIORITY,72WX38H,WALL PANEL,MAGNETIC,BACK PAINTED GLASS	44 OFFICE	1	\$4,318.00	57.00	\$1,856.74	\$1,856.74
53K3667VHHL	PRIORITY,36WX67H,DOUBLE DOOR,WARDROBE RIGHT,SHELF LEFT,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY PORTICO PORTICO	44 OFFICE	1	\$3,206.00	57.00	\$1,378.58	\$1,378.58
53KE3672DLFBL1	PRIORITY,36DX72W,DESK,SINGLE PED,RECTANGLE,LEFT,HPL/TFL,BBF 1/8" MOLDED VIN STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY G19,LEFT&RT,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO	44 OFFICE	1	\$2,990.00	57.00	\$1,285.70	\$1,285.70

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PORTICO						
	PORTICO						
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	44 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	44 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 6 Mayer						
	Centric Standard Color Selection						
	Centric Denim						
	Fully Assembled in Carton						
SUBTOTAL :							\$13,047.94
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes	45 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
	Platinum						
KCCG008	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #008	45 OFFICE	3	\$29.00	57.00	\$12.47	\$37.41
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	45 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K0866CTIHAP	PRIORITY,COVER TRAY,FOR 66W DESK,INLINE,HEIGHT ADJUST,PAINT STANDARD GROUP M,METALLIC	45 OFFICE	1	\$171.60	57.00	\$73.79	\$73.79
	PLATINUM METALLIC						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
53K163022BCOL	PRIORITY,16DX30WX22H,BOOKCASE,OPEN,LAMINATE PORTICO PORTICO	45 OFFICE	2	\$1,254.00	57.00	\$539.22	\$1,078.44
53K1630PC	PRIORITY,16DX30W,CUSHION TOP,FOR LOW STORAGE MAYER GRADE H CENTRIC DENIM	45 OFFICE	2	\$1,002.00	57.00	\$430.86	\$861.72
53K243067VBWM HRBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,RIGHT,BOX/LAT,LAM STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY SELF/SOFT CLOSE STANDARD GROUP M,METALLIC PLATINUM METALLIC PORTICO PORTICO PORTICO	45 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38
53K2466DIHAL	PRIORITY,24DX66W,DESK,INLINE,HEIGHT ADJUSTABLE,LAMINATE 1/8" MOLDED VIN G19,ALL,PLATINUM METALLIC STANDARD GROUP 1 PORTICO PORTICO PLATINUM METALLIC PORTICO	45 OFFICE	1	\$5,288.00	57.00	\$2,273.84	\$2,273.84
53K3038WPGLSHL L	PRIORITY,30WX38H,WALL PANEL,GLASS SHELVES,TFL,HORIZONTAL GRN PORTICO	45 OFFICE	1	\$2,001.00	57.00	\$860.43	\$860.43

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	CLEAR						
53K7238WPMAGB PG	PRIORITY,72WX38H,WALL PANEL,MAGNETIC,BACK PAINTED GLASS	45 OFFICE	1	\$4,318.00	57.00	\$1,856.74	\$1,856.74
53KE3672DRFBL1	PRIORITY,36DX72W,DESK,SINGLE PED,RECTANGLE,RIGHT,HPL/TFL,BBF 1/8" MOLDED VIN	45 OFFICE	1	\$2,990.00	57.00	\$1,285.70	\$1,285.70
	STUDIO,PLATINUM METALLIC						
	SPECIFY CORE SEPARATELY						
	G19,LEFT&RT,PLATINUM METALLIC						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
	PORTICO						
	PORTICO						
98K05ELPG3DAAS V	PERKS,5W,DALTA,POWER/USB-A/USB-C,SILVER	45 OFFICE	1	\$370.00	57.00	\$159.10	\$159.10
1061FT4.MB.AR1	Movi, Nesting Chair, Mesh Back, Fixed Arm	45 OFFICE	2	\$928.00	56.00	\$408.32	\$816.64
	Black						
	Black Base						
	Black						
	Carpet Casters						
	Onyx Mesh						
	No Selection						
	Fabric Grade 6 Mayer						
	Centric Standard Color Selection						
	Centric Denim						
	Fully Assembled in Carton						

SUBTOTAL :

\$11,669.36

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
RSNGEX2-FMS	RisingEX Series Dual Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders Standard Finishes Platinum	46 OFFICE	1	\$1,065.00	53.00	\$500.55	\$500.55
K742A	BOYD 2-SEATER LOUNGE WITH ARMS GRADE 2 SEDONA SLATE MAYER GRADE G RELATIVITY OXFORD MAYER GRADE G RELATIVITY OXFORD SQUARE METAL,PLATINUM METALLIC	46 OFFICE	1	\$4,230.00	57.00	\$1,818.90	\$1,818.90
K741A	BOYD 1-SEATER LOUNGE WITH ARMS GRADE 2 SEDONA SLATE GRADE 2 SEDONA SLATE GRADE 2 SEDONA SLATE SQUARE METAL,PLATINUM METALLIC	46 OFFICE	2	\$2,605.00	57.00	\$1,120.15	\$2,240.30
KCCG007	CASEGOODS,SILVER LOCK CORE,BLACK HINGED KEY,KEY #007	46 OFFICE	5	\$29.00	57.00	\$12.47	\$62.35
53K0512PT	PRIORITY,5DX12W,PENCIL TRAY	46 OFFICE	1	\$34.00	57.00	\$14.62	\$14.62
53K1528MPL	PRIORITY,15WX28H,MODESTY/BACK PANEL,FULL HEIGHT,LAMINATE PORTICO	46 OFFICE	2	\$210.00	57.00	\$90.30	\$180.60
53K243067VBWM HLBLL	PRIORITY,24DX30WX67H,BC/HINGE DR,METAL FRM,LEFT,BOX/LAT,LAM	46 OFFICE	1	\$4,303.20	57.00	\$1,850.38	\$1,850.38

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	STUDIO,PLATINUM METALLIC						
	SPECIFY CORE SEPARATELY						
	SELF/SOFT CLOSE						
	STANDARD GROUP M,METALLIC						
	PLATINUM METALLIC						
	PORTICO						
	PORTICO						
	PORTICO						
53K2472WSSL	PRIORITY,24DX72W,SURFACE,RECTANGLE,HPL	46 OFFICE	1	\$644.00	57.00	\$276.92	\$276.92
	MAIN						
	1/8" MOLDED VIN						
	NO GROMMET						
	STANDARD GROUP 1						
	PORTICO						
	PORTICO						
53K7220WPARTBN	PRIORITY,72WX20H,WALL PANEL,RAIL,TACKBOARD,FABRIC GRADE A RAILROADED	46 OFFICE	1	\$864.00	57.00	\$371.52	\$371.52
	PLINTH CRYSTAL						
53K7224SOPSHM GL	PRIORITY,72WX24H,OVHD,HNG DR,GLASS,PAPER STOR,WALL MNT,LAM OPAQUE FROST	46 OFFICE	1	\$3,276.00	57.00	\$1,408.68	\$1,408.68
	SILVER FROST						
	PORTICO						
53KE2415PMBBFL	PRIORITY,24DX15W,PEDESTAL,MOBILE,BBF,LET TER,LAMINATE STUDIO,PLATINUM METALLIC	46 OFFICE	1	\$1,408.00	57.00	\$605.44	\$605.44
	SPECIFY CORE SEPARATELY						

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	PORTICO						
	PORTICO						
	PORTICO						
53KE2415PUBBFL	PRIORITY,PEDESTAL,UNDERSURFACE,BBF,LAMINATE STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY	46 OFFICE	1	\$1,261.00	57.00	\$542.23	\$542.23
	PORTICO						
	PORTICO						
53KE2415PUFFL	PRIORITY,24DX15W,UNDERSURFACE PEDESTAL,FF,LAMINATE STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY	46 OFFICE	1	\$1,229.00	57.00	\$528.47	\$528.47
	PORTICO						
	PORTICO						
75K42WSSR	DOCK,42W,UNDERSURFACE SUPPORT RAIL	46 OFFICE	1	\$70.00	57.00	\$30.10	\$30.10
98K08ELPG3TKABK	PERKS,8W,TUCK,POWER/USB-A/USB-C,BLACK	46 OFFICE	1	\$742.00	57.00	\$319.06	\$319.06
33P0810PFP	NARRATE PICTURE FRAME,PAINT	46 OFFICE	1	\$240.90	68.00	\$77.09	\$77.09
	GALLERY GROUP 1						
	NAVAL						
33P0913PTP	NARRATE PAPER TRAY,PAINT	46 OFFICE	2	\$269.50	68.00	\$86.24	\$172.48
	GALLERY GROUP 1						
	NAVAL						
N66RD18CX	WHIMSY,18DIA ROUND,MOBILE,CONTRASTING GRADE 2 SEDONA SLATE	46 OFFICE	1	\$936.00	57.00	\$402.48	\$402.48

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
	GRADE 1						
	MELANGE LEAD						
	NO LEATHER PULL						
N66SQ18CX	WHIMSY,18DX18W SQUARE,MOBILE,CONTRASTING GRADE 2	46 OFFICE	2	\$971.00	57.00	\$417.53	\$835.06
	SEDONA SLATE						
	GRADE 1						
	CALI COAST						
	NO LEATHER PULL						
59N3672DSFBA1L	TESSERA,36DX72W,DESK,ADJ HGT,WIRE MGR,FULL MOD,BREAKFRT,LAM GROMMET,PLATINUM,LEFT & RIGHT	46 OFFICE	1	\$8,722.00	57.00	\$3,750.46	\$3,750.46
	PORTICO						
	PORTICO						
SUBTOTAL :							\$15,987.69
	RECEIVE, DELIVER & INSTALLATION NORMAL HOURS	Z	1	\$0.00	0.00	\$58,945.00	\$58,945.00
SUBTOTAL :							\$58,945.00
TOTAL :							\$427,844.83
APPROVED BY :							
NAME				DATE			

PART NUMBER	PART DESCRIPTION	AREA	QTY	LIST	DISCOUNT	SELL	EXT SELL
1. ORDERS:	It is understood and agreed that an order cannot be canceled except by mutual consent in writing. Orders cannot be canceled after factory production has begun						
2. TAX:	All orders will be subject to applicable sales tax. Purchasers exempt from such tax must furnish certificates of exemption in a form acceptable to CDS and the State of Florida prior to purchase.						
3. DELIVERY:	Prices are based on the installation being made during normal eight hour, five day week, Monday thru Friday. If delivery and/or installation is required at a time other than these, it will be done at an overtime rate and Purchaser shall reimburse CDS for additional costs.						
4. JOB SITE:	The job shall be clear and free of debris prior to installation. Site preparation performed by CDS employees, including but not limited to clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at CDS' normal hourly rate.						
5. DEPOSITS:	All orders will require a minimum 50% deposit. Deposit amounts will be deducted from the final invoice.						
6. TERMS:	Purchaser acknowledges that once signed and accepted this proposal and performance hereunder, shall be deemed valid. Payment by Credit Card will incur additional fees.						

ITEM 7.F

Affordable Housing Advisory Committee (AHAC) Appointment

Request

Review the application and qualification of the recommended candidate (Fatima Santiago) in order to fill the current vacancy on the AHAC.

Explanation

Currently, the AHAC has a vacancy in one of the required categories specified in Section 420.9076(2), Florida Statutes - a Citizen who resides within the jurisdiction of the local governing body making the appointments. Ms. Santiago is interested in participating on the Committee, and she lives in the City. Based on her application, she will be a great asset to the AHAC. Members are appointed for three-year terms by majority vote of the Commission.

Recommendation

Appoint Fatima Santiago to the AHAC to fill the current vacant position.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. Affordable Housing board application

CITY OF KISSIMMEE
ADVISORY BOARD MEMBER APPLICATION
(Please print or type all information)

Name: Fatima Santiago **Date:** 6/6/24

Address: 2112 Remington pointe Blvd **City:** Kissimmee **State:** Fl.

Zip Code: 34743 **Home Telephone #** () -

E-mail: Fatimags12@gmail.com **Cell Phone** (407) 452 - 9369

EMPLOYER: Orange county Public Schools

City Orlando **State** Florida **Zip Code** 32801

Business Telephone # (407) 317 - 3200

Are you a resident of the City of Kissimmee? ☒ Yes ☐ No

Do you own or operate a business in the City of Kissimmee? ☐ Yes ☒ No

Do you have any special skills or certification? Education Certificate (1st - 6th)
(Example: Engineer, Contractor, Teacher, Historian, Tradesman, etc.)

I am interested in serving on the following board(s):

1st Choice Affordable Housing (AHAC) **2nd Choice** Housing Advisory Board

Qualifications/Experience (You may attach a resume):

I have been serving as an elementary school teacher for more than 25 years. I have also
served an adjunct professor at Valencia for more than 10 years.

Airport Advisory Board
Board of Adjustment
Building Trades & Examining Board
Charter School Advisory Board
Code Enforcement Board
Community Redevelopment Agency
Fire Pension / Police Pension Boards
Flora Ridge Educational Facilities Board

Gateway Advisory Committee (County)
Historic Preservation Board
Housing Advisory Board
Osceola County Historical Society
Osceola County Land Conservation Board
MetroPlan Citizen Advisory Committee
Parks & Recreation Advisory Board
Planning Advisory Board
SHIP Affordable Housing Advisory

PLEASE RETURN TO: **Committee (AHAC)**

City of Kissimmee
City Clerk's Office
101 N. Church Street
Kissimmee, FL 34741-5054
407.518.2308 (FAX) 407.518.2260

ITEM 7.G

Disposal of City Assets

Request

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

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. online auction. All items from the City's Information Technology Department will go to auction via A-1 Assets.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter: Tavia Ritchie

Attachment(s):

1. June 2024 Asset Disposal

City of Kissimmee
Surplus Property Auction List
Jun-24 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CS061	2005 JEEP CHEROKEE LAREDO CS061		1J4GS48K05C663509	24792
PD640	2017 FORD EXPLORER PD640		1FM5K8AR33HGC66980	23978
POLICE	FULL GRAPHINCS ON PD640			17-001971
POLICE	MISC. ITEMS ON PD640			N/A
SA001	2010 FORD SPORTTRAC SA001		IFMEU5BE1AUF01856	20746
SW005	2013 KAWASKI MULE SW005		JK1AFE11DB562842	22705
HR	PATIENT BEDS (2)			N/A
HR	KONICA MINOLTA PRINTER		A1UD011106999	22410

City of Kissimmee
Surplus Property Auction List
06/18/ A-1 ASSETS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
INFO TECH	DESKTOP	Optiplex 7440 AIO	4X3D382	23925
INFO TECH	DESKTOP	Optiplex 3030 AIO	HYQF382	23772
INFO TECH	DESKTOP	Optiplex 3050	2BXVVP2	24870
INFO TECH	DESKTOP	Optiplex 3050	GZ2NRR2	24927
INFO TECH	DESKTOP	Optiplex 3030 AIO	CVYYQD2	23894
INFO TECH	DESKTOP	Optiplex 3030 AIO	F8YVGB2	23899
INFO TECH	DESKTOP	Z240	2UA7341LGN	24436
INFO TECH	DESKTOP	Z240	2UA81415W3	24885
INFO TECH	DESKTOP	Optiplex 3036	3J4LND2	24039
INFO TECH	DESKTOP	Optiplex 3050	C9XGMN2	24471
INFO TECH	DESKTOP	Optiplex 3050	C9XHMN2	24472
INFO TECH	DESKTOP	Optiplex 7070	3PHGRZ2	25637
INFO TECH	DESKTOP	Optiplex 3050	8VYYQ2	24896
INFO TECH	DESKTOP	Optiplex 3050	8VXYQ2	24895
INFO TECH	DESKTOP	Optiplex 7070	JS9BHJ2	25920
INFO TECH	DESKTOP	Optiplex 3050	8W10ZQ2	24898
INFO TECH	DESKTOP	Optiplex 3050	C6QH9N2	24621
INFO TECH	DESKTOP	Optiplex 3050	8W1XYQ2	24899
INFO TECH	DESKTOP	Optiplex 3040	FMSYKH2	24373
INFO TECH	DESKTOP	Optiplex 3050	8VZZYQ2	24897
INFO TECH	DESKTOP	Z240	2UA7520XTW	24569
INFO TECH	DESKTOP	Z240	2UA7520XTK	24568
INFO TECH	DESKTOP	Z240	2UA8121J20	24475
INFO TECH	DESKTOP	Z240	2UA8121J0N	24476
INFO TECH	DESKTOP	Optiplex 7040	51BQKH2	24256
INFO TECH	DESKTOP	Optiplex 7060	J0X9PY2	25631
INFO TECH	DESKTOP	Optiplex 7060	B8T8FW2	25261
INFO TECH	DESKTOP	Optiplex 7060	35T8FW2	25260
INFO TECH	DESKTOP	Optiplex 7450	844dxk2	24435
INFO TECH	DESKTOP	Optiplex 3030 AIO	8qhgw52	23605
INFO TECH	DESKTOP	Optiplex 3030 AIO	f99brd2	24033
INFO TECH	DESKTOP	Optiplex 3030 AIO	f999rd2	24034
INFO TECH	DESKTOP	Optiplex 3030 AIO	f998rd2	24031
INFO TECH	DESKTOP	Optiplex 7060	GF821S2	25219

INFO TECH	LAPTOP	GETAC	RJA05B0729	25349
INFO TECH	LAPTOP	GETAC	RJA05B0705	25326
INFO TECH	LAPTOP	GETAC	RJA05B0707	25328
INFO TECH	LAPTOP	GETAC	RK105B0321	25353
INFO TECH	LAPTOP	GETAC	RJA05B0706	25327
INFO TECH	LAPTOP	GETAC	RJA05B0710	25331
INFO TECH	LAPTOP	GETAC	RJA05B0712	25333
INFO TECH	LAPTOP	GETAC	RJA05B0708	25329
INFO TECH	LAPTOP	GETAC	RJA05B0698	25319
INFO TECH	LAPTOP	GETAC	RJA05B0713	25334
INFO TECH	LAPTOP	GETAC	RJA05B0700	25321
INFO TECH	LAPTOP	GETAC	RJ503S0019	24237
INFO TECH	LAPTOP	HP	CND8101BZB	24884
INFO TECH	LAPTOP	HP	CNJ82J6FMZ	24920
INFO TECH	LAPTOP	DELL	GZDP7H2	24754
INFO TECH	LAPTOP	GETAC	RJA05B0720	25341
INFO TECH	LAPTOP	GETAC	RJA05B0715	25336
INFO TECH	LAPTOP	GETAC	RJA05B0719	25340
INFO TECH	LAPTOP	GETAC	RJA05B0724	25345
INFO TECH	LAPTOP	DELL	8XYYKP2	24892
INFO TECH	LAPTOP	DELL	37XDTY1	22797
INFO TECH	LAPTOP	DELL	2XSXF32	N/A
INFO TECH	LAPTOP	DELL	FNWGTG2	25626
INFO TECH	LAPTOP	DELL	61YQNY1	23649
INFO TECH	LAPTOP	GETAC	RJ503S0020	24238
INFO TECH	LAPTOP	GETAC	RJA05B0718	25339
INFO TECH	PRINTER	Espon	QZGY182673	N/A
INFO TECH	PRINTER	Brother	U63872H4F474614	N/A
INFO TECH	PRINTER	Brother	U63478D6J424246	N/A
INFO TECH	PRINTER	Rioch	9448500055	N/A
INFO TECH	PRINTER	Brother	u63872h4f474614	N/A
INFO TECH	PRINTER	Brother	u64643m7j169875	N/A
INFO TECH	PRINTER	Brother	u65174g0n458899	N/A
INFO TECH	PRINTER	Avision	A088979173820025	25234
INFO TECH	NETWORK EQUIPMENT	Furman	FM02818B544210200073	N/A
INFO TECH		Tripp-Lite	2450ALCPS87A900157	23474
INFO TECH		Tripp-Lite	2449BY0AC757900083	N/A
INFO TECH		7 Axis Cameras		N/A
INFO TECH	MISC EQUIPMENT	MONITORS (60)		N/A

City of Kissimmee
Surplus Property Auction List
Jun-24 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
DEV SERVICES	SCANNER - CONTSX IQ QUATTRO	MR52D	52DR8801N24Z	25387
PARKS AND REC	CI19614 - DANCE FLOOR			3656
POLICE	MOTOROLA APX RADIO		481CPK3375	22435

City of Kissimmee
Surplus Property Auction List
Jun-24 TRADED IN FOR CREDIT

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
DR048	2004 BOBCAT LOADER DR048		526411151	18212
SW084	2005 BOBCAT SKID STEER LOADER SW084		526215481	19427
POLICE	PD1925 - RFID EVIDENCE SOFTWARE			20-117588

ITEM 7.H

Amendment No. 1 to Public Transportation Grant Agreement (PTGA) from the Florida for Airfield Lighting Upgrades

Request

Approval of Amendment No. 1 to the Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Airfield Lighting Upgrades at Kissimmee Gateway Airport in the amount of \$1,850.00, Grant Master No. AirF Light.

Explanation

The Airport was awarded a grant in the amount of \$28,745.00 for Airfield Lighting Upgrades. A Resolution was adopted by the City Commission on May 7, 2023, Item 7.I

The 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.

This amendment offers to pay for the labor to install the REIL's by a certified airfield electrician. This labor cost was unknown at the time of the original application.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170106-506393	AP2400	Decrease	370.00	370.00
47070106-506393		Increase	370.00	370.00
47000334-334410		Increase	1,480.00	1,480.00

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 \$37,781.00 with each agency funding the following amounts.

FDOT-PTGA - \$28,745.00

FDOT- Amended PTGA \$1,480.00

Kissimmee Gateway Airport - \$7,186.00

Kissimmee Gateway Airport Amended - \$370.00

Recommendation

Approval of Amendment No. 1 to the Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Airfield Lighting Upgrades at Kissimmee Gateway Airport in the amount of \$1,850.00, Grant Master No. AirF Light.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Amendment #1 PTGA to Sponsor 454683-1-94-01 Lighting Upgrades at ISM
2. Executed PTGA to Sponsor 454683-1-94-01 (G2Y08) Lighting Upgrades (Equipment) at Kissimmee Gateway

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR	FLAIR Category:	088719
454683-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000348026
Contract Number: G2Y08	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Kissimmee, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/13/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Amendment Description. The project is amended add funds for the installation of equipment at Kissimmee Gateway Airport.

2. 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**

3. Exhibits. The following Exhibits are updated, 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 C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 07/22

- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$1,850 bringing the revised total cost of the project to \$37,781.

The Department's participation is X increased/ ___ decreased by \$1,480. The Department agrees to participate in the Project cost up to the maximum amount of \$30,225, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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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 closeout documents to be uploaded into JACIP.

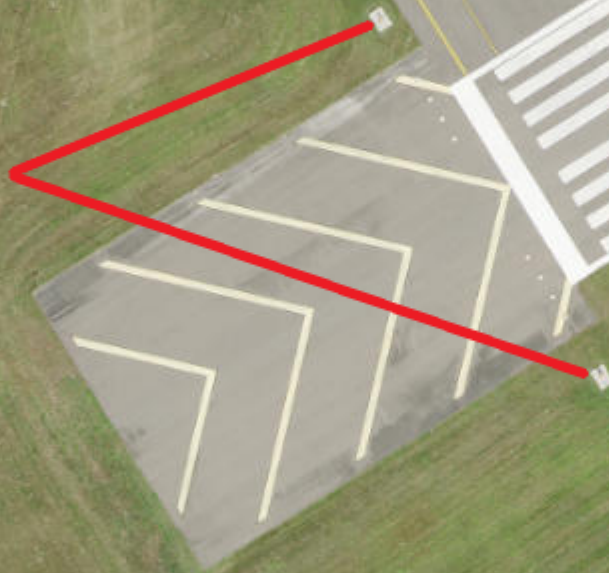
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination 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



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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
454683-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$1,480.00
454683-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$370.00
Total Financial Assistance							\$37,781.00

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	\$30,225.00	\$7,556.00	\$0.00	\$37,781.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	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	\$30,225.00	\$7,556.00	\$0.00	\$37,781.00			

*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 C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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:** \$30,225

*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>

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Financial Project Number(s): (item-segment-phase-sequence) 454683-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number:	DDR	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000348026
Contract Number: G2Y08			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 05/13/2024 | 9:49 AM EDT, 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 addressee 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

By: _____

Name: Olga Gonzalez

Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:

DocuSigned by:
Daniel L. McDermott **Daniel McDermott**
585E81E26BBA45C...



AUDIT TRAIL

(S) PTGA to Sponsor 454683-1-94-01 Lighting Upgrades at ISM

FILE	Ptga To Sponsor 454683-1-94-01 Lighting Upgrades At Ism_Olga Gonzalez_May-08-2024_completed.pdf (1.52 MB)
DOCUMENT REF ID	HBRREF-e1779700e72c4259915dd4fc0320b5ef
FILE VERIFICATION ID	dD0DvNxJQhAWUhhCUCKnOA== (md5hash base64)
STATUS	Completed (May 8th 2024 20:44:39 UTC)

DOCUMENT HISTORY

CREATED

Agreement Created by City Clerk's Office
(tcrespo@intra.kissimmee.org)

Agreement Type: EMAILS
May 1st 2024 20:24:40 UTC

SIGNED

Agreement Signed by Olga Gonzalez

May 8th 2024 20:44:39 UTC
US FL • • •
Signer Email: olga.gonzalez@kissimmee.gov

COMPLETED

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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.

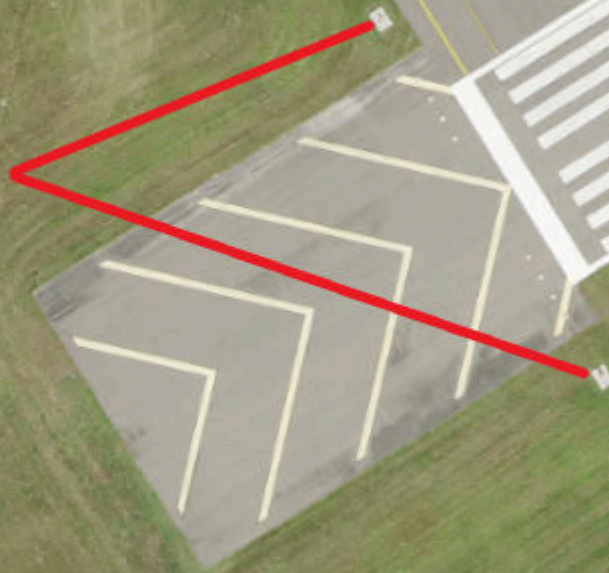
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination 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



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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

DocuSigned by:
Joseph Jerkins

05/13/2024 | 8:53 AM EDT

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. #08-2024

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 7th Day of May 2024.

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez

Mayor-Commissioner



ATTEST

Linda S. Hansell
City Clerk



AUDIT TRAIL

(S) Resolution PTGA for Airfield lighting upgrades

FILE	Res # 08-2024 - Ptga For Airfield Lighting Upgrades_May-08-2024_completed.pdf (93.00 KB)
DOCUMENT REF ID	HBRREF-9078de948edb43fa823037f6ae807116
FILE VERIFICATION ID	S4KjjclWWkaQ+eGygm+76A== (md5hash base64)
STATUS	Completed (May 8th 2024 21:01:27 UTC)

DOCUMENT HISTORY

- 

CREATED

Agreement Created by City Clerk's Office (tcrespo@intra.kissimmee.org)

Agreement Type: EMAILS

May 1st 2024 20:22:41 UTC
- 

SIGNED

Agreement Signed by Olga Gonzalez

May 8th 2024 20:45:08 UTC

US FL . . .

Signer Email: olga.gonzalez@kissimmee.gov
- 

SIGNED

Agreement Signed by Linda S. Hansell

May 8th 2024 21:01:27 UTC

US FL . . .

Signer Email: linda.hansell@kissimmee.gov
- 

COMPLETED

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>

To: Joseph.Jerkins@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2Y08
5/10/2024

CONTRACT INFORMATION

Contract:	G2Y08
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KISSIMMEE
Vendor ID:	F596000348026
Beginning Date of This Agreement:	05/14/2024
Ending Date of This Agreement:	06/01/2025
Contract Total/Budgetary Ceiling:	ct = \$28,745.00
Description:	Airfield lighting upgrades

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/10/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	\$28,745.00
Financial Project:	45468319401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088719/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$28,745.00

Certificate Of Completion

Envelope Id: 3BBA54EE69D94212BDF8129546D37E18

Status: Completed

Subject: Complete with DocuSign: Partially Executed PTGA to Sponsor FM 454683-1-94-01 (G2Y08) for Lighti...

Contract Number (ex. C9A12, optional): G2Y08

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 454683-1-94-01

Office (contact Procurement if add is needed):

Aviation

HR Action?: No

Source Envelope:

Document Pages: 36

Signatures: 3

Envelope Originator:

Certificate Pages: 3

Initials: 0

Joseph Jerkins

AutoNav: Enabled

605 Suwannee Street

Envelopeld Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tallahassee, FL 32399-0450

Joseph.Jerkins@dot.state.fl.us

IP Address: 156.75.252.6

Record Tracking

Status: Original

Holder: Joseph Jerkins

Location: DocuSign

5/13/2024 8:50:51 AM

Joseph.Jerkins@dot.state.fl.us

Signer Events

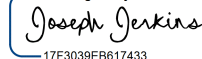
Joseph Jerkins

joseph.jerkins@dot.state.fl.us

Florida Department of Transportation

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

Timestamp

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Viewed: 5/13/2024 8:53:32 AM

Signed: 5/13/2024 8:53:38 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Daniel McDermott

daniel.mcdermott@dot.state.fl.us

District Chief Counsel

FL DOT

Signing Group: D5 Legal Signing Group

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 5/13/2024 9:22:25 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

C. Jack Adkins

jack.adkins@dot.state.fl.us

Director of Transportation Development

FDOT

Security Level: Email, Account Authentication
(None)

DocuSigned by:



1752524FC337485...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.252.6

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Viewed: 5/13/2024 9:49:20 AM

Signed: 5/13/2024 9:49:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Linda Lee Linda.Lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/13/2024 9:49:29 AM
Kim Kipp Kim.Kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/13/2024 9:49:30 AM
Omayra Wallace Omayra.Wallace@dot.state.fl.us Administrative Assistant II FDOT Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/13/2024 9:49:30 AM
Luciana Taylor Luciana.Taylor@dot.state.fl.us Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/13/2024 9:49:31 AM
ALLISON DELIZIA MCCUDDY allison.mccuddy@dot.state.fl.us Freight and Logistics Manager Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/13/2024 9:49:32 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2024 8:53:09 AM
Certified Delivered	Security Checked	5/13/2024 9:49:20 AM
Signing Complete	Security Checked	5/13/2024 9:49:27 AM
Completed	Security Checked	5/13/2024 9:49:32 AM

Payment Events	Status	Timestamps
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ITEM 7.I

Resolution authorizing a Local Funding Agreement with the Florida Department of Transportation for Traffic Signal Mast Arm Upgrades

Request

Approval of a resolution authorizing the Mayor to execute and deliver the Local Funding Agreement (LFA), contract # 20240378, to the Florida Department of Transportation (FDOT) for the upgrade of four (4) traffic signal mast arms in the amount of \$368,586.

Explanation

FDOT has approached City of Kissimmee for partnering on a resurfacing project with FPID 448783-1-52-01. The scope of this project involves resurfacing US 192/ Vine Street from Bamboo Lane to Main Street along with safety improvements within this limit. As part of this project, it was determined that the existing span wire signals do not meet the current FDOT standards with insufficient structural capacity. Therefore, FDOT's Engineer determined those traffic signals to be modified from span wire to mast arm upgrades.

FDOT requested the that City share the construction cost for this upgrade at the following four intersections within the City of Kissimmee's jurisdiction as shown below:

Project: 448783-1-52-01- US 192 / Vine Street from Bamboo Lane to Main Street

Location	Current Condition	Proposed Condition
Dyer Boulevard	Diagonal Span	New Mast Arms (4) (midnight neutral color)
Thacker Avenue	Box Span	New Mast Arms (4) (midnight neutral color)
Emory Avenue	Box Span	New Mast Arms (3) (midnight neutral color)
Central Avenue	Box Span	New Mast Arms (4) (midnight neutral color)

Based on the Engineer's construction cost estimate, the total cost of these signal upgrades is \$2,085,213.69. Out of this total cost, FDOT is requesting the City fund \$368,586. The Engineering division analyzed this request, and these signal upgrades will extend the signal's overall lifespan to be an additional 50 years and will be able to withstand significant wind load from hurricane/storms based on latest FDOT standards. Hence, the division is requesting approval based on the cost savings and longer span of the signal. Below is the financial information where the funding of this task can be arranged.

The City Attorney's Office has reviewed and approved the agreement, which is attached herewith for the Commission's approval.

City of Kissimmee

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206 506393	ST24xx	Increase	\$368,586.50	\$368,586.00
10445206 506393	ST2118	Decrease	\$77,502.00	
10445206 506393	ST2202	Decrease	\$46,258.50	
10445206 506393	ST2305	Decrease	\$150,000.00	
10445206 506393	ST2403	Decrease	\$94,826.00	

Financial Summary:

Sufficient funds are available for the project.

Recommendation

Approval of the resolution authorizing the Mayor to execute and deliver the Local Funding Agreement (LFA) to the Florida Department of Transportation (FDOT) for the upgrade of four (4) traffic signal mast arms in the amount of \$368,586.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Resolution Authorizing Local Funding Agreement for Traffic Signal Mast Arm Upgrades
2. (S) Mast Arms Improvement Agreement (1)

RESOLUTION # _____

A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE LOCAL FUNDING AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF KISSIMMEE FOR TRAFFIC SIGNAL UPGRADES ON US-192/ VINE STREET FROM BAMBOO LANE TO MAIN STREET.

WHEREAS, the State of Florida Department of Transportation is prepared to undertake the project described as “US-192/Vine Street from Bamboo Lane to Main Street” FPN #448783-1-52-01 which includes upgrade span poles to mast arms; and

WHEREAS, the City of Kissimmee desires to upgrade the mast arms in this corridor and any other authorized additional improvements; and

WHEREAS, the Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Funding Agreement for the aforementioned project FPN #448783-1-52-01.

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

SECTION 1. That the Mayor of the City of Kissimmee is hereby authorized and directed to execute and deliver to the Local Funding Agreement between the City and the State of Florida Department of Transportation for the aforementioned project, FPN # 448783-1-52-01. A copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That this Resolution take immediate effect upon adoption.

ADOPTED by the City Commission of the City of Kissimmee, FL, this ____ day of _____, 2024.

Attest:

City Commission
City of Kissimmee, Florida

Linda Hansell
City Clerk

Mayor Olga Gonzalez
Mayor-Commissioner

Agency: City of Kissimmee Vendor No.: F596000348006	Fund: LF Contract Amount: \$368,586.00	Financial Project No.: 448783-1-52-01
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF KISSIMMEE**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF KISSIMMEE, (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: "US-192 / Vine Street from Bamboo Lane to Main Street", said project being known as Financial Project Number (FPN) 448783-1-52-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds to: Upgrade span poles to mast arms painted midnight neutral (Federal Standard Color Code 17038 from the 595B Color Deck), in Fiscal Year 2024/2025, said Project being known as FPN 448783-1-52-01, and said improvements shall hereinafter be referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost-effective manner, the LOCAL GOVERNMENT desires to

have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the US-192 / Vine Street from Bamboo Lane to Main Street Project and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect, maintain, repair and replace the painted mast arms in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto and as specified in Exhibit "A", Scope of Services. The parties agree that, upon installation, the painted mast arm structures shall be owned by the DEPARTMENT and the DEPARTMENT shall be entitled to inspect the mast arm structures at all times.

5. Contribution by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$532,682.00 (Five Hundred Thirty-Two Thousand Six Hundred Eighty-Two Dollars and No/100)**. This amount is based on the Estimate, Exhibit "B"

attached hereto. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **October 15, 2024**, furnish the DEPARTMENT a lump sum contribution in the amount of **\$368,586.00 (Three Hundred Sixty-Eight Thousand Five Hundred Eighty-Six Dollars and No/100)** to be used for the estimated Project cost for locally funded project number 448783-1-52-01. The DEPARTMENT may utilize this contribution for payment of the cost of the Project.

(C) If the actual cost of the Additional Improvements is less than the funds provided, the excess will be applied to other phases on the Project.

(D) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(E) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(F) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5537
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Ashley Willis, P.E.
Public Works Director/City Engineer
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741
(407) 518-2164
Ashley.willis@kissimmee.gov

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or

unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF KISSIMMEE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"**SCOPE OF SERVICES**

The resurfacing project will consist of upgrading to black painted (midnight neutral) Federal Standard Color Code 17038 from the 595B Color Deck mast arm signals at the following locations:

Project: 448783-1-52-01- US 192 from Bamboo Lane to Main Street		
Location	Current Condition	Proposed Condition
Dyer Boulevard	Diagonal Span	New Mast Arms (4) (midnight neutral color)
Thacker Avenue	Box Span	New Mast Arms (4) (midnight neutral color)
Emory Avenue	Box Span	New Mast Arms (3) (midnight neutral color)
Central Avenue	Box Span	New Mast Arms (4) (midnight neutral color)

The City (LOCAL GOVERNMENT) will pay \$368,586.00 of the total cost. The Department (DEPARTMENT) will pay for the difference.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for US-192 / Vine Street from Bamboo Lane to Main Street.

The LOCAL GOVERNMENT is responsible for the cost difference between the standard strain pole system and the painted mast arm structures. The LOCAL GOVERNMENT shall be responsible for preventive and periodic maintenance of the painted mast arm signals, in perpetuity, as stated in the Amendment to the Traffic Signal Maintenance and Compensation Agreement, contract ARW83, dated March 16, 2017, and as amended from time to time.

The remainder of this page intentionally left blank.

EXHIBIT "B"**ESTIMATE**

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

Location	Mast Arm Cost	Mast Arm Pay Items	Strain Pole Cost	Difference
Dyer Blvd	\$570,288.69	0649 21 3 (x1) 0649 21 10 (x2) 0649 21 21 (x1)	\$403,671.48	\$166,617.21
Thacker Ave	\$556,979.32	0649 21 3 (x1) 0649 21 6 (x1) 0649 21 10 (x1) 0649 21 15 (x1)	\$421,521.42	\$135,457.90
Emory Ave	\$405,769.76	0649 21 1 (x1) 0649 21 6 (x1) 0649 21 15 (x1)	\$366,425.65	\$39,344.11
Central Ave	\$552,178.92	0649 21 6 (x1) 0649 21 10 (x1) 0649 21 15 (x2)	\$409,342.54	\$142,836.38
Grand Total	\$2,085,216.69		\$1,600,961.09	\$484,255.60
Mast Arm Cost (rounded)	Midnight Neutral Paint Cost for all mast arms	Total Cost	City of Kissimmee's Responsibility	
\$484,256.00	\$48,425	\$532,682	\$368,586	

The remainder of this page intentionally left blank.

EXHIBIT "C"

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION # _____

A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE LOCAL FUNDING AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF KISSIMMEE FOR TRAFFIC SIGNAL UPGRADES ON US-192/ VINE STREET FROM BAMBOO LANE TO MAIN STREET.

WHEREAS, the State of Florida Department of Transportation is prepared to undertake the project described as “US-192/Vine Street from Bamboo Lane to Main Street” FPN #448783-1-52-01 which includes upgrade span poles to mast arms; and

WHEREAS, the City of Kissimmee desires to upgrade the mast arms in this corridor and any other authorized additional improvements; and

WHEREAS, the Florida Department of Transportation has requested the City of Kissimmee to execute and deliver to the State of Florida Department of Transportation the Local Funding Agreement for the aforementioned project FPN #448783-1-52-01.

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

SECTION 1. That the Mayor of the City of Kissimmee is hereby authorized and directed to execute and deliver to the Local Funding Agreement between the City and the State of Florida Department of Transportation for the aforementioned project, FPN # 448783-1-52-01. A copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That this Resolution take immediate effect upon adoption.

ADOPTED by the City Commission of the City of Kissimmee, FL, this ____ day of _____, 2024.

Attest:

City Commission
City of Kissimmee, Florida

Linda Hansell
City Clerk

Mayor Olga Gonzalez
Mayor-Commissioner

ITEM 7.J

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

Request

Authorize the Chief of Police to execute the Letter of Agreement (Grant HIGHVIS24) with the Institute of Police Technology and Management in order to accept grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program.

Explanation

The Kissimmee Police Department has been identified as a priority agency within Osceola County, which has the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to the City in the amount of \$17,621.58 to assist with High Visibility Enforcement efforts. These funds will be under agreement with the University of North Florida – Institute of Police Technology and Management.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15130601 501414		Increase	17,622.00	
15100334 334200		Increase	17,622.00	

Financial Summary:

Monthly invoicing will be done for overtime expenses to be reimbursed during the grant period up to \$17,621.58. This grant is offered to the City of Kissimmee. No application process is completed, only acceptance.

Recommendation

Approval to accept funding from FDOT, through the University of North Florida - Institute of Police Technology and Management, in the amount of \$17,621.58 and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

City of Kissimmee

1. Alert Today Florida High Visibility Enforcement for Pedestrian and Bicycle Safety
2. 2024-2025 High Visibility Enforcement Program
3. 2024-2025 High Visibility Enforcement Program - Osceola County Pedestrian Bicycle Segments



Institute of Police Technology and Management

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

May 15, 2024

Chief Betty Holland
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, Florida 34741-5463

RE: Alert Today Florida High Visibility Enforcement for Pedestrian and Bicycle Safety
Proposed Funding for Kissimmee Police Department

Dear Chief Holland:

The Florida Department of Transportation (FDOT) has funding available to your agency for participation in Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program. This initiative is designed to educate the public in safe driving, walking, and biking behaviors and to increase compliance with traffic statutes. The goal of this data driven initiative is to reduce traffic crashes that result in serious and fatal injuries to both pedestrians and bicyclists.

The Florida Department of Transportation (FDOT) has provided funding to the Institute of Police Technology and Management (IPTM) at the University of North Florida to support this high visibility enforcement program. IPTM provides contracts to law enforcement agencies in priority counties to conduct high visibility education and enforcement operations in areas with the highest representation of serious or fatal injury traffic crashes involving pedestrians and bicyclists to assist in crash mitigation efforts.

Your agency has been identified as a priority agency within a county with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to your agency in the amount of **\$17,621.58** to assist in our HVE efforts. Included with this letter are maps representing locations within your jurisdiction that have an over representation of serious pedestrian and bicycle crashes.

Pedestrian and Bicycle Safety Focused Initiative High Visibility Enforcement (HVE) Roundtable meetings will be held at various locations throughout Florida. Please find enclosed the Roundtable Meeting schedule and submit your RSVP at https://unf.co1.qualtrics.com/jfe/form/SV_cUuKiz7ZRwLsNSt. We encourage you to take this opportunity to learn about how we have enhanced the program and simplified the reporting process. It is imperative that all enforcement agencies in the identified twenty-five (25) priority counties engage in this partnership to drive down fatalities on our roadways. Please review the enclosed locations and maps and let us know if your agency is willing to be a part of the solution. Agencies that apply on or before August 31, 2024 will be eligible for the full funding allocation that has been set aside for you. On September 1, 2024, all funds that were previously set-aside for specific agencies will be released to the total county allocation and made available to any agency within the county to work specified areas within their jurisdiction. After November 30, 2024, all funding will be released for use in HVE efforts in any of the twenty-five (25) priority counties.

If you have questions regarding this initiative, please contact IPTM at ped.bike.safety@iptm.org or by phone at (904) 620-4748. If your agency is interested in participating in this high visibility enforcement program, please submit a Letter of Support to IPTM via email at ped.bike.safety@iptm.org. IPTM will then contact you regarding the details of the application and will assist with the contract process.

We look forward to the opportunity of working with you and the Kissimmee Police Department in leading the way to reduce pedestrian and bicyclist fatalities. Our target is zero deaths! Working together, we can make that happen.

Sincerely,

Sharon Murchison, MA
Associate Director

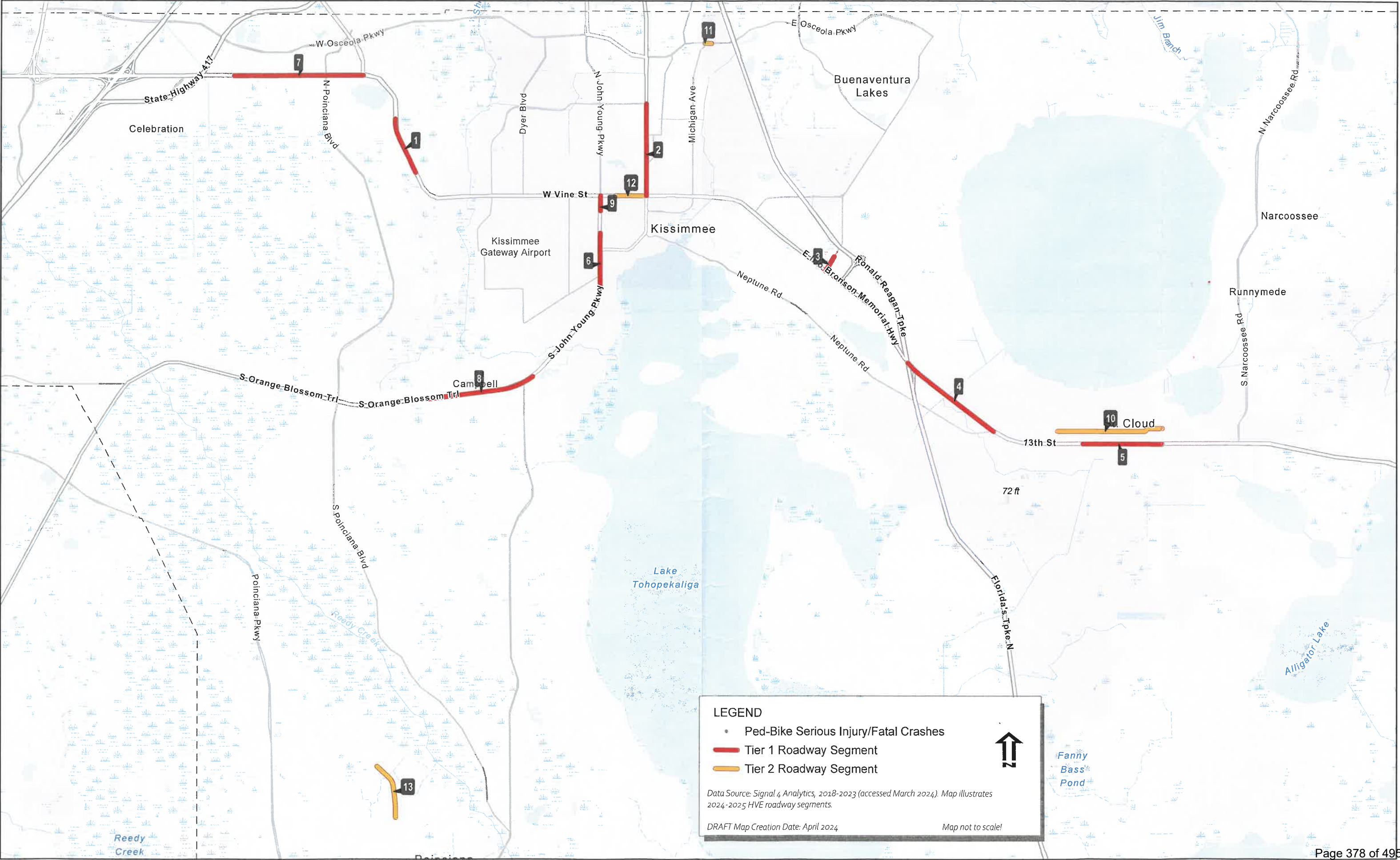
Enclosures

2024-2025 HIGH VISIBILITY ENFORCEMENT PROGRAM - OSCEOLA COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	County	Roadway Name	From	To	Zip Code	Enforcement Agency	Length (feet)	Length (miles)	Pedestrian and Bicycle Crashes							Tier	Time Range		Day of the Week
									Total	Fatal	Ped Fatal	Bike Injury	Severe Injury	Ped S. Inj	Bike S. Inj		From	To	
1	Osceola	US 192	Krush Brau Park (2198 4 Winds Blvd, Kissimmee, FL 34746)	Hiawatha Circle	34746	Osceola County Sheriff's Office	4,995	0.95	11	3	3	0	8	8	0	1	1600	500	Sunday, Monday, Tuesday, Thursday, Friday, Saturday
2	Osceola	N Main Street	E Vine Street	W Carroll Street	34741, 34744	Kissimmee Police Department	7,932	1.50	11	3	2	1	8	6	2	1	1800	200	Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday
3	Osceola	Simpson Road	US 192	Simpson Ridge Circle	34744	Osceola County Sheriff's Office	1,413	0.27	5	4	4	0	1	1	0	1	600	2400	Tuesday, Wednesday, Friday
4	Osceola	US 192	Ronald Reagan Turnpike	Neptune Road	34744, 34769	St. Cloud Police Department	9,535	1.81	7	5	2	3	2	1	1	1	300	2200	Monday, Wednesday, Thursday
5	Osceola	US 192	Kentucky Avenue	Orange Avenue	34769	St. Cloud Police Department	6,920	1.31	6	3	1	2	3	2	1	1	700	2300	Wednesday, Thursday, Saturday
6	Osceola	S John Young Parkway	Harrelson Lane	King Street	34741	Kissimmee Police Department	4,753	0.90	5	1	1	0	4	3	1	1	2400	2000	Wednesday, Friday, Saturday, Sunday
7	Osceola	US 192	Florida Plaza Boulevard	Vineland Road	34746	Osceola County Sheriff's Office	11,136	2.11	6	3	3	0	3	2	1	1	200	2300	Monday, Tuesday, Wednesday, Thursday, Friday, Saturday
8	Osceola	US 17	Ham Brown Road	The Oaks Boulevard	34746	Osceola County Sheriff's Office	9,499	1.80	6	3	2	1	3	2	1	1	200	2400	Monday, Tuesday, Thursday, Friday, Saturday, Sunday
9	Osceola	US 17	W Oak Street	W Vine Street	34741	Kissimmee Police Department	1,300	0.25	4	1	1	0	3	2	1	1	500	2000	Saturday, Sunday
10	Osceola	10th Street	Vermont Avenue	Orange Avenue	34769	St. Cloud Police Department	9,159	1.73	5	0	0	0	5	4	1	2	1000	1900	Tuesday, Wednesday, Friday, Saturday
11	Osceola	E Osceola Parkway	Michigan Avenue	Lions Court	34744	Kissimmee Police Department	582	0.11	3	0	0	0	3	1	2	2	400	1500	Thursday, Friday
12	Osceola	W Vine Street	N Rose Avenue	N Main Street	34741, 34744	Kissimmee Police Department	2,633	0.50	3	0	0	0	3	3	0	2	800	2000	Thursday, Friday
13	Osceola	Marigold Avenue	Koa Street	San Lorenzo Road	34758	Osceola County Sheriff's Office	4,956	0.94	3	0	0	0	3	2	1	2	600	2200	Tuesday, Friday, Saturday

Data Source: Crash Analysis Reporting System 7/1/2018-6/30/2023 (downloaded March 2024). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

2024-2025 HIGH VISIBILITY ENFORCEMENT PROGRAM - OSCEOLA COUNTY PEDESTRIAN/BICYCLE SEGMENTS



ITEM 7.K

Bid Award for RFP 2024-007 - Design Services for the Haven on Vine

Request

Approval of award RFP 2024-007 to Forefront Architecture and Engineering to provide design services for the Haven on Vine Project in an amount not to exceed \$115,092.

Explanation

The City is moving forward with Phase 1B at the Haven on Vine. To complete this project, the Purchasing Division solicited proposals from qualified firms for experienced and qualified professional design services. The selected design professional services firm will work with the selected construction management firm, through the completion of the design, project bid/awards, and construction phase of the Haven on Vine Project and site development.

RFP-2024 was issued and two (2) firms submitted proposals. The selection committee consisting of representatives from Public Works, Development Services, and the City Manager's Office, met on June 3, 2024 to open the bids and on June 10, 2024 to evaluate and score the proposals. Based the committee's recommendation, staff requests Commission approval to award the contract to ForeFront Architecture and Engineering with a contract award not to exceed \$115,092. In order to keep the completion timelines on track, staff requests Commission approval of the award and authorization for the City Manager to execute the contract and any subsequent agreements.

Design of Phase 1A and 1B	\$59,003.10
Design of Phase 2A and 2B	\$56,088.90
	\$115,092.00

The following is a listing of firms in their ranked order:

1. Forefront Architecture and Engineering
2. Bumpus and Associates

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15110106-506292	HAVENHL205	Decrease	500,000	115,092

Financial Summary:

This project will be funded by the State of Florida 2023-24 General Appropriations Act HL205

City of Kissimmee

Recommendation

Staff recommends Commission approval of bid award to Forefront Architecture and Engineering to provide professional design services for the Haven on Vine Project and approval for the City Manager to execute any subsequent documents.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. RFP2024-007 Design Services for the Haven on Vine Project 4.30.24 final_

* REQUEST FOR PROPOSAL *

- I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2024-007 Design Services for the Haven on Vine Project**
- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and (1) electronic copy on CD or Flash Drive.
- III. To be considered proposals MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00PM, June 03, 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 June 03, 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 during normal business hours in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following 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 Manager. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposers request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict

any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

- A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
- B. That the proposer has not divulged or discussed his offer with other proposers.
- C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
- D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by CONTRACTOR.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, 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
- Consultants already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

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

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, 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.

However, unless modified by a written addendum issued by the Purchasing Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any 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 **INSURANCE PROVISIONS:** The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

- A) **Workers' Compensation:** The CONTRACTOR will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subconsultant to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.
- B) **Comprehensive General Liability:** The CONTRACTOR will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.
- C) **Comprehensive Automobile Liability:** The Consultant will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) Umbrella Liability: The CONTRACTOR will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.7 BOND REQUIREMENTS: This bid requires the following bonds:

- A. 5% bid bond issued by a surety licensed to do business in the state of Florida submitted with the bid.
- B. 100% Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work.

2.8 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.9 REFERENCES: All submittals must include **with the bid** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be similar in size and scope of services to the requirements of this bid.

2.10 POST AWARD CONFERENCE: The selected vendor will meet with the owner's representative within 10 calendar days after notice to proceed for the purpose of providing proof of insurance, performance bonds and pre-construction walk thru.

2.11 IMPACT FEES AND PERMIT FEES:

- CONTRACTOR is responsible for all required permits and inspections and pays all fees.
- No work shall be covered and/or concealed until properly inspected and tested.

2.12 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.

2.13 CONTRACT: Sample contract is located on pages 14-54.

2.14 SITE VISIT: A site visit is scheduled for 1:30PM on May 13, 2024 at the Haven on Vine Property located at **1815 W. Vine Street, Kissimmee, FL 34741**. The deadline for questions is May 16, 2024 at 4pm. An addendum, if necessary, will be sent out to all Contractors no later than on May 22, 2024 at 5pm.

3.0 SCOPE OF WORK: Design Services for the Haven on Vine Project.

A. INTRODUCTION:

1. It is the intent of this Request for Proposal for Professional Services (PS) to hire a qualified consulting firm (hereinafter CONTRACTOR) to provide professional design services to develop and establish construction plans, and provide permitting, for the design of the Haven on Vine Project.
2. It is the intent and purpose of this solicitation to promote competition. It shall be the proposer's responsibility to advise the Procurement Services Representative at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits competition or if the requirements stated in this document limits it to a single source. Such

notification must be submitted in writing and must be received by the Procurement Services Representative no later than ten (10) calendar days prior to the proposal closing date.

B. DESCRIPTION:

1. Design Services for the Haven on Vine Project, this project is Federally Funded. Applicable federal regulations such as CDBG Program requirements set forth in 24 CFR 570, subpart K and the Code of Federal Regulations in 2 CFR Part 200 may apply. The City purchased the former Super 8 hotel, now known as the Haven Project, to convert into a combined use of emergency housing and affordable apartment units.
2. The property is located at 1815 W. Vine Street in Kissimmee. It will have 40 emergency housing units and 80 apartment units, which will be available to those qualifying applicants in need.
3. The development will consist of emergency beds, studio apartments, and two-bedroom apartments, providing housing for very low- and moderate-income residents.
4. The American Rescue Funds, the County, City, HOME Investment Partnerships, and the Community Development Block Grant are the primary funding sources of the project.

C. SCOPE OF SERVICES:

The purpose of this section is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the housing complex described herein.

Phase 1A – 43 hotel units

1. Renovate the existing 43 room hotel into 43 efficiency apartments, with 3 accessible units.
2. Redesign the common area into an upgraded meeting room, redesign and construct restrooms completely, and replace PTAC units with mini splits.
3. Exterior facade upgrades, with special attention to the front façade.
4. Upgrade electrical service to have separate electrical panels in each unit.
5. Remove all cast iron drain piping and replace with PVC piping. Remove all copper water piping and replace with cpvc piping.
6. Replace all existing plumbing fixtures.
7. Fire sprinkler design is to be provided by others.

Phase 1B – Ten fourplex buildings

1. Provide facade upgrade to each of the ten fourplexes.
2. Provide a floor plan in CAD for the sprinkler company to prepare a sprinkler design.

Phase 2A – 40 Units

1. Renovate the existing 40 room hotel into 40 efficiency apartments, with 2 accessible units.
2. Renovate the existing commercial laundry into tenant laundry.
3. Exterior facade upgrades.
4. Upgrade electrical service to have separate electrical panels in each unit.
5. Remove all cast iron drain piping and replace with PVC piping. Remove all copper water piping and replace with cpvc piping.
6. Replace existing plumbing fixtures as necessary.
7. Fire sprinkler design is to be provided by others.

Phase 2B

1. Design a new fitness center to be located in the existing laundry/utility building. Also upgrade exterior of building.

D. OBJECTIVE:

1. The CONTRACTOR is to prepare contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents.
2. This design service consists of survey, design, possible utility relocations, permitting, and plans production.

E. FINAL DELIVERABLES:

1. Two (2) sets of Final Plans (signed/sealed), Specifications, Cost Estimate, Quantity Computations, and PDF and CAD design files on CD.

F. LIASON: The CONTRACTOR shall keep the CITY Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under the resulting Agreement and seek input from the City Project Manager in order for the City Project Manager to oversee the CONTRACTOR'S performance.

G. KEY PERSONNEL: The CONTRACTOR'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONTRACTOR. Any changes in the indicated personnel shall be subject to review and approval by CITY.

H. MEETING AND PRESENTATION: The CONTRACTOR shall attend a Notice to Proceed Meeting with CITY representatives, where relevant project information will be provided by the CITY, along with procedures for administering the contract. The

CONTRACTOR and his staff shall also be available with no more than five (5) workday notice to attend meetings or make presentations at the request of the CITY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONTRACTOR may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

I. QUALITY CONTROL:

1. The CONTRACTOR shall be responsible for insuring that all work products conform to the Florida Building Code and the City's Land Development Code. This shall be accomplished through an internal Quality Control (QC) process performed by the CONTRACTOR. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.
2. Coordinate with City of Kissimmee and subconsultants throughout the design phase.

J. EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable City Purchasing policies and procedures. The City shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The City Purchasing Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the City's discretion, non-conforming Proposals may be eliminated from further consideration.

Purchasing will distribute Proposals and evaluation criteria to the Selection Committee. Each Selection Committee member shall score each Proposal on the following evaluation criteria:

1. Qualifications – 35 points

- a. Experience of the firm with this type of project as described in the scope of services.

2. Approach to Project – 30 points

- a. Provided outline of project approach, processes, and delivery timeline.

3. Cost – 25 points

4. References - 10 points

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal. Purchasing will confirm the calculations for the final score for each Proposal. Then, Purchasing shall publish a rank-ordered listing of the Proposals to the Selection Committee.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2024-007**

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>TOTAL COST</u>
1	Design of Phase 1A	_____
2	Design of Phase 1B	_____
3	Design of Phase 2A	_____
4	Design of Phase 2B	_____

Days to completion: _____

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 _____

(SIGNATURES ON THE NEXT PAGE)

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)

_____ EMAIL: _____
(typed name/title of signer)

TELEPHONE NO.: (____)_____ FAX NO.: (____)_____

NOTICE

RFP2024-007

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

**CONTRACT FOR DESIGN SERVICES
BETWEEN THE CITY OF KISSIMMEE, FLORIDA
AND**

(THE HAVEN ON VINE APARTMENTS)

THIS CDBG CONTRACT (hereinafter the "Contract") is made and entered into by and between the **City of Kissimmee**, a Florida municipal corporation, with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "**CITY**"), and _____, a Florida corporation, with a mailing address of _____ (hereinafter referred to as "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the City of Kissimmee purchased the property located at 1815 W Vine and 1515 Hollywood Street (hereinafter referred to as the "Property")) using federal funds awarded by HUD under various funding sources including the American Rescue Funds from the City and Osceola County, HOME Investment Partnerships, and the Community Development Block Grant Program; and

WHEREAS, the Property consists of 123 units – 83 motel rooms and 40 two-bedroom one-bath apartments (hereinafter referred to as the "Project"); and

WHEREAS, in an effort to rehabilitate the Property, **CITY** published RFP2024-007 seeking a qualified consulting firm to provide professional design services to develop design and construction plans, and provide for permitting; and

WHEREAS, **CONTRACTOR** understands that, because of the federal funds expended on the Project, applicable federal regulations must be adhered to in order to receive prompt payment for work performed; and

WHEREAS, pursuant to its response to RFP2022-007, **CONTRACTOR** was qualified to provide the services requested by **CITY** and was the lowest responsive bidder; and

WHEREAS, City has given prior notice that the Project must comply and carry out all of its activities in accordance with the CDBG Program requirements set forth in 24 CFR 570, subpart K and the Code of Federal Regulations in 2 CFR Part 200 .

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the **CITY** and **CONTRACTOR** agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement
2. **Exhibits; Attachments.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	Required Contractor Information
"B"	Budget
"C"	Request for Change Orders
"D"	Request for Payment Form
"E"	CDBG Program Requirements
"F"	Reporting Schedule
"G"	Equal Employment Opportunity Clause for contractors and their Subcontractors
"H"	Certification Regarding Lobbying
"I"	Certification Regarding Drug-Free Workplace Requirement
"J"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

*The forms of the Exhibits are subject to change from time to time in the sole discretion of the **CITY** in order to comply with the requirements of the **CITY**.

3. **Statement of Work/Project Description.** As described in this Agreement, **CONTRACTOR** will use the funds provided hereunder towards the design and surveying for the Project. Additional Project requirements are attached as **Exhibit "B"** and made a part hereof by this reference. **CONTRACTOR** will provide **CITY** with all procurement support for **CITY**'s approval prior to entering into any construction sub-contracts.
4. **Goals and Performance Measures; Implementation Schedule.** During the term of this Agreement, **CONTRACTOR** agrees to work diligently towards the completion of the Project. **CITY** expects to complete the rehabilitation work in a timely fashion. Therefore, **CONTRACTOR** affirms to comply with the deadlines established in this Agreement. Time is of the essence. **CONTRACTOR**'s failure to work diligently toward timely completing the Project and other incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the **CITY** ceasing to distribute funds pursuant to this Agreement so that the **CITY** may reallocate these funds for other uses or projects.
5. **Expenditure of Funds/Budget.** **CONTRACTOR** shall use the funds for eligible expenses in accordance with **Exhibit "B"** and made a part hereof by this reference. **CITY** may require a more detailed budget breakdown than the

budget attached hereto, and **CONTRACTOR** shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the **CITY**. **CITY** and/or **CONTRACTOR** may also require changes in line items, or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Project Manager. Request for change orders must be submitted for review and approval in the form provided as **Exhibit "C"**. Expenditures shall be directly attributable to the Project. **CONTRACTOR** shall be responsible for any cost overruns over the amount proposed in the response to RFP2024-007. **CONTRACTOR** will not be reimbursed by the **CITY** for any Project costs or expenses not incurred within the terms of this Agreement. Reimbursement of eligible expenses shall be made in accordance with performance using the Request for Payment form attached hereto as **Exhibit "D"**.

Notwithstanding anything to the contrary in this Agreement, **CITY** also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and said budget may be modified by the **CITY** accordingly. **CONTRACTOR** acknowledges and agrees that any funds not used in accordance with this budget must be repaid to the **CITY**.

- 6. Performance Monitoring.** **CITY** will monitor **CONTRACTOR**'s performance as necessary and in accordance with 2 CFR §200.327-.332 to ensure compliance with the terms of this Agreement, including the timeframes and performance standards as required herein. Further monitoring requirements are set forth in Section 2 herein. Substandard performance as determined by the **CITY** will constitute non-compliance with this Agreement. If action to cure such substandard performance is not taken by **CONTRACTOR** within thirty (30) days after written notice of same, **CITY** may impose additional conditions on **CONTRACTOR** and its use of funds pursuant to the terms of this Agreement, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. **CONTRACTOR** must return any funds within 5 days of the **CITY**'s written request when an act of uncured substandard performance or other material breach occurs.

- 7. Term.** This Agreement shall be in effect for the period commencing _____ and terminating on _____ ("Completion Date"). Costs may not be incurred after _____. Notwithstanding anything herein to the contrary, **CONTRACTOR**'s obligations to the **CITY** shall not end until all close-out requirements are completed, including, but not limited to, such things as issuing final payments, disposing of program assets, retention of records, and use and maintenance requirements for any real property, if applicable.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations.** **CONTRACTOR** shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG Program requirements, 24 CFR Part 570, 2 CFR part 200, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. It is **CONTRACTOR's** responsibility to read, understand, and comply with these laws and regulations. In addition, **CONTRACTOR** shall abide by any and all other applicable federal, state, or local laws, rules, regulations, executive orders, and HUD guidance, notices, and policies governing the funds provided under this Contract, whether presently existing or hereafter promulgated. **CONTRACTOR** shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Kissimmee City Code.

2. **Uniform Administrative Requirements and Cost Principles.** **CONTRACTOR** shall comply with the uniform administrative requirements specified in 24 CFR §570.502 and §570.610. **CONTRACTOR** also agrees to comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400 as modified by 24 CFR §570.502. **CONTRACTOR** also is required to ensure that any and all contractors/subcontractors providing services or otherwise performing pursuant to this Agreement shall comply with 2 CFR part 200. Although 2 CFR part 200 addresses many requirements, some areas of regulation include, but are not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, **CONTRACTOR** monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. **CONTRACTOR** is aware and acknowledges that 2 CFR part 200 and 2 CFR part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, **CONTRACTOR** will comply with whatever guidance HUD requires. Costs incurred must be in conformance with 2 CFR part 200, subpart E. **CONTRACTOR** also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR 200 subpart E, if such plan is required. **CONTRACTOR** also agrees to comply with the Program Requirements set forth in **Exhibit "E"** which is attached hereto and incorporated herein by this reference.

3. Procurement/Subcontracting/Third Party Contracts. It is anticipated that the work to be performed under this Agreement will be performed by **CONTRACTOR** who is appropriately licensed. **CONTRACTOR** must follow all procurement rules and requirements in accordance with state and local requirements and with 2 CFR §200.318-§200.326, including the procurement of recovered materials (Resource Conservation and Recovery Act) in compliance with 2 CFR § 200.322 regarding the use of specific products made or used with recovered materials. **CONTRACTOR** must maintain oversight to ensure that all contractors, subcontractors or employees perform in accordance with the terms, conditions, and specifications of their contracts and the requirements of this Agreement. **CONTRACTOR** also certifies by executing this Agreement that it maintains written purchasing procedures in compliance with 2 CFR §200.317-200.326. **CONTRACTOR** must also have written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, or agents engaged in the selection, award and administration of contracts. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, it must maintain written standards of conduct covering organizational conflicts of interest.

CONTRACTOR shall insure that any contracts let in the performance of this Contract shall be awarded on a full and open competition basis in accordance with applicable procurement requirements in 2 CFR § 200. If **CONTRACTOR** procures with quotes or bids, **CONTRACTOR** must secure at least three (3) quotes or sealed bids, as applicable, from qualified licensed contractors. **CONTRACTOR** shall incorporate in any and all bid documents and contracts with third parties these same procurement requirements and the provisions required in 2 CFR§ 200.326 and described in Appendix II to part 200 – Contract Provisions for non-federal Entity Contracts and for Federal Awards. As applicable, these provisions include, but are not limited to provisions for violation or breach of contract terms; termination for cause and termination for convenience provisions; Equal Employment Opportunity requirements; Davis Bacon provisions; the Copeland “Anti-Kickback Act; Contract Work Hours and Safety Standards; Rights to Inventions Made under a contract or Contract; Clean Air Act and Federal Water Pollution Control Act; Debarment and Suspension; the Byrd Anti-Lobbying Amendment; procurement of recovered materials. **CONTRACTOR** shall not enter into any subcontract with any entity, agency or individual in the performance of this Contract without the written consent and approval of the **CITY**, prior to execution of the Agreement or other contracts. **CONTRACTOR** agrees to furnish **CITY** with a copy of each third party contract it enters into a Contract with for the performance of work to be undertaken within the scope of this Contract along with documentation concerning the selection process. If **CONTRACTOR** proceeds with obtaining quotes or bids, the lowest and most responsive bidder or lowest quote shall be recommended by **CONTRACTOR** to the **CITY**

as the selected licensed contractor. **CONTRACTOR** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. Upon completion of construction, the licensed **CONTRACTOR** shall file an executed notice of completion or termination and record it in the Osceola County Public Records. Copies of this notice and lien releases shall be filed with the **CITY**. **CITY** shall not be obligated or liable hereunder to any party **CONTRACTOR** enters into contracts with for completion of Project and performance of this Agreement.

CONTRACTOR shall keep records demonstrating compliance with these regulations.

4. **Records to be Maintained.** **CONTRACTOR** shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502.
5. **Retention of Records.** All records must be accurate, complete and orderly. **CONTRACTOR** shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how funds were expended, and all other documents pertinent to the Project and this Agreement in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. These documents must be retained for a period of five (5) years from the date of submission of the final expenditure report or for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively as reported to the Federal awarding agency or **CITY** in the case of a **CONTRACTOR**. Records for individual activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; and records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the above, **CONTRACTOR** must also comply with 2 CFR §200.333, which generally states that **CONTRACTOR** may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of any litigation, claim, or audit that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken; records for activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; if **CONTRACTOR** is notified by the **CITY**, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the **CITY** to extend the retention period; records

for program income after the period of performance; and indirect cost rate proposals and cost allocation plans. Additionally, **CONTRACTOR** must keep records documenting compliance with the equal access requirements of §5.106 for a period of 5 years.

6. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents.
7. **Inspection of Records.** At any time during normal business hours and as often as the **CITY**, HUD and/or the Comptroller General of the United States may deem necessary, the **CONTRACTOR** shall make available to the **CITY**, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this Agreement, and will permit the **CITY**, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement.
8. **Reports.** **CONTRACTOR** shall file reports in accordance with the Reporting Schedule attached as **Exhibit F**. **CONTRACTOR** shall e-mail the Project Manager or his/her representative with a monthly status report on the last day of each month as to the progress made on the Project; favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned; or any problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
9. **Withholding Payments.** **CITY**'s obligation to reimburse **CONTRACTOR** is conditioned on **CONTRACTOR**'s full compliance with this Contract. A breach of this Agreement is grounds for non-payment by the **CITY**.
10. **Closeout.** **CONTRACTOR** agrees to follow all of the closeout procedures required in 24 CFR§ 570.502 and 2 CFR §200.343.

SECTION 4: DISCRIMINATION

CONTRACTOR shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Non-Discrimination: **CONTRACTOR** shall at all times comply with sections 104(b), 107, and 109 of the Housing and Community Development Act of 1974, as

amended, and 42 U.S.C. §5309, et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, natural origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. **CONTRACTOR** shall also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally-assisted Programs) and implementing regulations in 24 CFR part 1, 24 CFR §570.601 and §570.602. Title VI provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's Title VI regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. For example, **CONTRACTOR** must not based on race, color, or national origin deny any individual any facilities, services, financial aid, or other benefits; provide different housing or services or benefits than those provided others; subject a person to segregation or separate treatment in the receipt of facilities or services; restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with the facilities, services, financial aid or other benefits; use different admission or eligibility requirements for facilities, services, or other benefits; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

CONTRACTOR shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

CONTRACTOR shall also not discriminate on the basis of handicap as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. **CONTRACTOR** must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public who are handicapped and furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of the CDBG funded activity (examples include qualified sign language, oral interpreters, readers, use of

tapes, Braille materials, TTD). If **CONTRACTOR** communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems must be used. **CONTRACTOR** shall adopt and implement procedures to ensure that interested persons (including those with impaired visions and hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. For those who have visual or hearing impairments, methods for ensuring participation include, but are not limited to qualified sign language, oral interpreters, readers, use of typed and Braille materials HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

B. Equal Employment Opportunity. **CONTRACTOR** shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "G"**, and made a part hereof by this reference. Executive Order 11246 prohibits discrimination on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of the federally assisted construction contract in excess of \$10,000. Any contracts or subcontracts entered into by **CONTRACTOR** or its subcontractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity/Affirmative Action employer and attach this clause. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

C. Compliance with Davis-Bacon Act. The scope of work in this project does not involve construction; thus, **CONTRACTOR** is not required to comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5, if applicable.

D. Copeland "Anti-Kickback" Act. The scope of work in this project does not involve construction; thus, **CONTRACTOR** is not required to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

E. Contract Work Hours and Safety Standards Act. The scope of work in this project does not involve construction; thus, **CONTRACTOR** is not required to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-

333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5.

F. Handicapped Accessibility Requirements. **CONTRACTOR** shall design, construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with these regulations.

G. Utilization of Minority/Women's Business Enterprises. **CONTRACTOR** must take all necessary affirmative steps to ensure minority business/women's business enterprises, and labor surplus area firms are used when possible, including for consideration for participation in all construction, supply or service contracts or in the performance of this Agreement. Affirmative steps must include those items required in 2 CFR §200.321 which include: 1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) establishing delivery schedules where the requirement permits which encourage participation by small and minority businesses, and women's business enterprises; 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the **CONTRACTOR**, if subcontracts are to be let, to take the affirmative steps listed in 1-5.

CONTRACTOR shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with this provision. **CONTRACTOR** shall keep records demonstrating compliance with this provision, including data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 012138,

the amount of the contract or subcontract, and documentation of the affirmative steps **CONTRACTOR** has taken to assure that minority businesses and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

H. Political Activities. **CONTRACTOR** shall comply with 24 CFR §570.207(a)(3) regarding political activities. **CONTRACTOR** further agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

I. Anti-Lobbying Provision. **CONTRACTOR** shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. **CONTRACTOR** and any subcontractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "I"** and made a part hereof by this reference. **CONTRACTOR** shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

J. Conflict of Interest. In the procurement of supplies, equipment, construction, and services, **CONTRACTOR** shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. **CONTRACTOR** agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of **CONTRACTOR** must neither solicit nor accept gratuities, favors, or anything of monetary value from **CONTRACTORS** or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization, **CONTRACTOR** must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, **CONTRACTOR** shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by **CONTRACTOR** to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation). Although this summary does not intend to replace 24 CFR §570.611, essentially

this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or contract with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subcontractors that are receiving CDBG funds. **CONTRACTOR** shall also keep records supporting requests for waivers of conflicts.

CONTRACTOR will disclose in writing any potential conflicts of interest to the **CITY**. By executing this Agreement, **CONTRACTOR** covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or the Project being rehabilitated or any other interest which would conflict in any manner with this Agreement or the performance of the this Agreement.

K. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. The scope of work in this project does not involve construction; thus, **CONTRACTOR** is not required to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

L. Drug-Free Workplace. **CONTRACTOR** will provide a drug-free workplace. **CONTRACTOR** shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide implementation in 2 CFR part 182. **CONTRACTOR** shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "I"** and made a part hereof by this reference. **CONTRACTOR** shall ensure that the provisions of the clauses in **Exhibit "I"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. **CONTRACTOR** will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

M. Equal Access/Prohibition of Inquiries on Sexual Orientation or Gender Identity. As required in 24 CFR §5.105, a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or **CONTRACTOR** of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

N. Resident Aliens. **CONTRACTOR** shall comply with the requirements set forth in 24 CFR §570.113 regarding eligibility restrictions for certain resident aliens.

O. Debarment and Suspension. **CONTRACTOR** shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. **CONTRACTOR** shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government-wide implementation in 2 CFR part 180. These regulations prohibit **CONTRACTOR** from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that **CONTRACTOR** has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended **CONTRACTOR** or subcontractor. **CONTRACTOR** shall keep copies of the debarment and suspension certifications required by 2 CFR Part 2424 and a copy of the sheet documenting that the federal debarment list was checked.

P. Domestic Preference for Procurements. **CONTRACTOR** shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant to 2 CFR §570.609. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

SECTION 5: GENERAL TERMS AND CONDITIONS

- 1. Florida Statutes, City Code, and Permits.** **CONTRACTOR** agrees to comply with all laws of the State of Florida and the Kissimmee City Code. In particular, **CONTRACTOR** and any of its employees shall comply with all licensing, registration, and other applicable regulations governing their ability

to administer the services and do the work it provides, and all other applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

2. **HUD FUNDING AGREEMENT.** **CONTRACTOR** agrees that it shall be bound by the standard terms and conditions used in the funding agreement between the **CITY** and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement or subsequent to the execution of this Agreement by the parties hereto.
3. **Registration.** **CONTRACTOR** agrees to maintain a current registration in the Federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25. If **CONTRACTOR** is not currently registered, it must do so within ten (10) days of the date **CONTRACTOR** executes this Agreement. A unique entity identifier is required for registration. **CONTRACTOR** must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting sub award and executive compensation information. **CONTRACTOR** shall complete and sign the Affidavit attached hereto as **Exhibit "J"** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.
4. **Mandatory disclosures – Violations of Federal criminal law.** **CONTRACTOR** must disclose to the **CITY** all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, includes suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. §3321). By executing this Agreement, **CONTRACTOR** warrants and certifies that no such violations of federal criminal law exist that could potentially affect this award.
5. **Florida Public Records.** **CONTRACTOR** acknowledges **CITY**'s obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, **CONTRACTOR** shall keep and maintain public records required by the **CITY** to perform the service.

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to Consultant's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308,

cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

- a. If **CITY's** Custodian of Records requests records from **CONTRACTOR**, **CONTRACTOR** shall provide **CITY's** Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by **CITY**, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - b. **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 agreement term and following completion of the agreement if **CONTRACTOR** does not transfer the records to **CITY**.
 - c. Upon completion of this Agreement, **CONTRACTOR** shall transfer, at no cost, to **CITY** all public records in possession of **CONTRACTOR** or keep and maintain public records required by **CITY** to perform the service. If **CONTRACTOR** transfers all public records to **CITY** upon completion of the Agreement, **CONTRACTOR** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If **CONTRACTOR** keeps and maintains public records upon completion of the Agreement, **CONTRACTOR** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **CITY** upon request from **CITY's** custodian of public records, in a format that is compatible with the information technology systems of **CITY**. Unless otherwise directed by **CITY**, all records will be transferred at the conclusion of the Agreement.
 - d. Upon notice to **CONTRACTOR** of a request to inspect or copy public records relating to **CITY's** agreement for service, **CONTRACTOR** shall provide the records to **CITY** or allow the records to be inspected or copied within a reasonable time.
 - e. If **CONTRACTOR** does not comply with **CITY's** request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the **CITY**.
 - f. If the **CONTRACTOR** fails to provide the public records to **CITY** within a reasonable time may be subject to penalties under Florida Statutes §119.1
6. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., **CONTRACTOR** and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1,

2021.

- a) **CONTRACTOR** shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. **CONTRACTOR** shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b) **CITY, CONTRACTOR**, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c) **CITY**, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but **CONTRACTOR** otherwise complied, shall promptly notify **CONTRACTOR** and **CONTRACTOR** shall immediately terminate the contract with the subcontractor.
- d) Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. **CONTRACTOR** acknowledges that upon termination of this Agreement by the City for a violation of this section by **CONTRACTOR**, **CONTRACTOR** may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that **CONTRACTOR** is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e) *Subcontracts.* **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. **CONTRACTOR** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

SECTION 6: DISPUTES, DEFAULT AND TERMINATION

A. Disputes. In the event of dispute arising under this Agreement, the **CONTRACTOR** shall notify the **CITY** promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the **CONTRACTOR** shall proceed with such work in compliance with the instructions of the **CITY**; such compliance shall not be a waiver of the **CONTRACTOR's** rights to make a claim, provided they have notified **CITY** in writing as above stipulated.

B. Defaults and Remedies.

1. Events of Default. The following events shall constitute an Event of Default under this Agreement:

- a) failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR part 570, 2 CFR part 200, or such statutes, laws, regulations, executive orders, and HUD guidelines, HUD guidance, policies or directives as may become applicable at any time;
- b) failure to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the **CITY**;
- c) failure to fulfill in a timely and proper manner its obligations under this Agreement;
- d) ineffective or improper use of funds provided under this Agreement;
- e) submission by **CONTRACTOR** at any time of any material representation in any certification, report or communication to the **CITY** that is determined by the **CITY** to be false, incomplete, misleading, or incorrect in any material manner;
- f) failure to disclose to the **CITY**, upon demand, the name of all persons with whom **CONTRACTOR** has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor; or
- g) if any other default occurs under any of the CDBG documents executed by **CONTRACTOR** in connection with this grant by the **CITY** (herein the "CDBG Documents") which is not elsewhere specifically addressed herein.
- h) Notwithstanding any of the forgoing provisions to the contrary, if **CONTRACTOR** has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the **CITY** may, at its sole option, cure such default, provided, however, that the **CITY** shall be under no duty or obligation to do so.

2. Remedies for Non-compliance. If **CONTRACTOR** commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Contract, **CITY** may impose additional conditions as described in 2 CFR §200.207. If **CITY** determines that noncompliance cannot be remedied by imposing additional conditions,

CITY may take one or more of the following actions, including but not limited to:

- a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the **CITY**;
- b) Disallow both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the award;
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- e) Withhold further federal awards for the project or program; or
- f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Agreement, or any other available remedies.

3. Remedies/Suspension and Termination. **CONTRACTOR** and **CITY** will comply with the noncompliance and termination provisions in 2 CFR part 200, subpart D. In addition to the remedies for noncompliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and §339, **CITY** may suspend or terminate this Contract in whole or in part if **CONTRACTOR** fails to comply with any terms and conditions of this Agreement or upon the occurrence of any Event of Default or any other breach of this Contract. **CITY** can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, the CDBG forms, under statutory law, equity or under common law. If **CITY** terminates this Agreement, **CONTRACTOR** shall also forfeit to the **CITY** all unexpended monies awarded under the Agreement. **CONTRACTOR** may also be required to refund all CDBG funds awarded by the **CITY** for any improper expenditures made by **CONTRACTOR** or its subcontractors and such refund shall be made no later than thirty (30) days after requested by the **CITY**.

In accordance with 2 CFR §200.339, **CITY** can terminate the Agreement with the consent of **CONTRACTOR** in which case **CONTRACTOR** and **CITY** must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Agreement may also be terminated by **CONTRACTOR** or **CITY** with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the **CITY** determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the **CITY** may terminate the award in its entirety.

If this award is terminated or partially terminated, **CONTRACTOR** remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the **CITY** may have available to it.

4. **No Waiver.** Failure of the **CITY** to declare a default shall not constitute a waiver of any rights by the **CITY**. Furthermore, the waiver of any default by the **CITY** shall in no event be construed as a waiver of rights with respect to any other default, past or present.

SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between **CITY** and **CONTRACTOR**. **CONTRACTOR** agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with CDBG funds.
2. **Insurance Coverage.** **CONTRACTOR**, at its sole expense, shall maintain in force at all times during performance under this Agreement all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of **CONTRACTOR**'s performance of the Agreement. **CITY**, its officers and employees, shall be named as additional insured on all policies of liability insurance. The **CITY** and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to **CITY** prior to execution of this Agreement. Required coverage includes:
 - 2.1.1 *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.

2.1.2 *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.

2.1.3 *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.

2.1.4 *Insurance Certificates.* **CONTRACTOR** shall provide **CITY** with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. **CONTRACTOR** shall notify **CITY** in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

3. **Indemnification.** **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY** from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with **CONTRACTOR**'s performance or non-performance of this Contract or because of or due to the existence of the Agreement itself.

SECTION 8: MISCELLANEOUS PROVISIONS

1. **Assignment.** **CONTRACTOR** shall not assign or transfer any interest in this Agreement without the prior written consent of the **CITY**.
2. **No Grant of Vested Rights.** This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by **CONTRACTOR** or anyone it assists.
3. **Severability.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.
4. **Entire Contract/Modification.** This Agreement, together with all of the Exhibits, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or

verbal, are merged herein. This Agreement may only be modified in writing, signed by both of the parties hereto.

5. **Notices.** Whenever by the terms of this Agreement, notice is to be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:

Robert Masiku, Engineering Manager
Public Works Department
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

7. **Compliance with all laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

IN WITNESS WHEREOF, the Parties hereto have executed these presents and have set their hands and seals as set forth below.

By: _____

Signature: _____

Title: _____

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 _____, a Florida for-profit corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor

Attest: _____
CITY Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY Attorney

SAMPLE

EXHIBIT "A"
REQUIRED CONTRACTOR INFORMATION

1. Contractor name (which must match the name associated with its unique entity identifier): _____
2. Contractor's unique entity identifier : _____
3. Federal Award Identification Number (FAIN): _____
4. Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency: _____
5. _____
6. Subaward Period of Performance Start Date and End Date:
_____ to _____
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the CONTRACTOR: _____
8. Total Amount of Federal Funds obligated to CONTRACTOR by the pass-through entity including the current obligation: _____
9. Total Amount of the Federal Award committed to the CONTRACTOR by the pass-through entity: _____
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

11. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official of the Pass through entity: U.S. Department of Housing and Urban Development, City of Kissimmee; 101 Church Street, Kissimmee, FL 34741; 407-518-2150
12. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement: _____
13. Identification of whether the award is R&D: N/A
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged per
§200.414 Indirect (F&A) costs): N/A

EXHIBIT "B"
BUDGET

TBD

SAMPLE

EXHIBIT "C"
CHANGE ORDER # _____

CONTRACTOR NAME	
------------------------	--

The Contract for Work entered into on _____ by and between the above Contractor and the City, 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

The scope of work proposed on this Change order is approved; payment shall NOT be responsibility under this Contract.

Engineering Manager Date

The scope of work proposed on this Change order is approved; payment shall be responsibility under this Contract.

Engineering Manager Date

EXHIBIT "D"
REQUEST FOR PAYMENT

Contractor:	
Billing Address:	
City/State/Zip :	
Program/Project Name: Design Services for the Haven on Vine Street Project	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Print – Name of Executive Director or Board President

Date _____

Signature - Executive Director or Board President Signature

Date _____

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

Engineering Manager Signature

Date _____

APPROVAL INFORMATION

EXHIBIT “E”
CDBG PROGRAM REQUIREMENTS

CONTRACTOR, in addition to the terms set forth in the Contract, shall operate the Project and its financial activities in accordance with 2 CFR part 200, subpart D and subpart E, which includes but is not limited to, the following:

In accordance with 2 CFR §200.302 and .303, **CONTRACTOR**'s financial management system must provide for the following: identification of awards, financial reporting, accounting records (source docs), internal control, budget control, written cash management procedures, and written allowability procedures. A brief summary of what is required is as follows:

- a. Identification – As described in 2 CFR §200.302, identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal (HUD) award identification number, fiscal year of award, name of the federal agency (i.e. HUD as the awarding agency), and name of the pass-through entity. All CDBG funds received by the **CONTRACTOR** from the City under the CDBG program shall be kept in accounts separate and apart from all other funds and accounts of **CONTRACTOR**.
- b. Financial reporting – As described in 2 CFR §200.302, accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with §200.327 and §200.328.
- c. Internal controls – As described in 2 CFR §200.302, **CONTRACTOR** shall establish and maintain effective control over, and accountability for, all funds, property, and other assets. **CONTRACTOR** must adequately safeguard all assets and assure that they are used solely for authorized purposes. As described in 2 CFR §200.303, **CONTRACTOR** must establish and maintain effective internal control over the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets that provides reasonable assurance that **CONTRACTOR** is managing the federal award in compliance with the federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller

General of the United States (known as the “Green Book”) or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). **CONTRACTOR** must also take reasonable measures to safeguard protected personally identifiable information and other information HUD or the City designates as sensitive or is sensitive under applicable federal, state, or local laws regarding privacy and obligations of confidentiality. Records must also be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City’s Housing and Community Development Division staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. **CONTRACTOR** must also have an organization chart that sets forth the actual lines of responsibility for HUD awards. Also, duties and responsibilities must be segregated, so that no one individual has complete authority over a financial transaction.

- d. Accounting records - **CONTRACTOR**’s accounting records must adequately identify the source and application of funds for the CDBG funded activity. These records must be supported by source documentation and contain information pertaining to federal awards, authorizations obligations, unobligated balances, assets and liabilities, expenditures, program income and interest. **CONTRACTOR** shall establish and maintain separate accounting records for the activities of the Project with sufficient documentation to identify the associated expenditures.

Accounting systems and related records of **CONTRACTOR** shall comprise the following at a minimum:

1. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
2. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
3. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
4. Personnel Activity Reports – “Personnel Activity Reports” shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. All personnel

activity reports must be signed by the employee and the employee's supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

5. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payment must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.

6. Checking Accounts – A monthly bank reconciliation shall be conducted by **CONTRACTOR**. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

7. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. **CONTRACTOR** must provide documentation indicating how all vendors, subcontractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.

8. Inventories – **CONTRACTOR**, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

9. Property Records – **CONTRACTOR** is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of any real property assisted with CDBG funds in the format requested by the City.

10. Budget Control – **CONTRACTOR** shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The **CONTRACTOR** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.

11. Written Cash Management Procedures – **CONTRACTOR** must maintain written procedures to implement the requirements of §200.305 (Payment).

12. Written Allowability Procedures – **CONTRACTOR** must maintain written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.

e. Comparison of expenditures with budget amounts for each federal award.

EXHIBIT "F"
PAYMENT AND REPORTING REQUIREMENTS

- A. **CONTRACTOR** shall submit all reports to the City of Kissimmee, Public Works Department as described in this Agreement.
- B. **CONTRACTOR** shall provide the submit monthly reports to the City.
- C. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, **CONTRACTOR** shall inform the **CITY** as soon as the following types of conditions become known:
1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- D. Expenses incurred by **CONTRACTOR** will not be processed for reimbursement by if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all invoices submitted electronically will not be reimbursed by the City if such expenditures were not expended directly for the rehabilitation costs, as applicable, to benefit low- and moderate-income persons in accordance with this Contract.
- E. Provided that the invoices are complete and undisputed, the Project Manager will process reimbursement of approved invoices within thirty (30) days of receipt of such requests and will use its best efforts to reimburse **CONTRACTOR** within fifteen (15) days of receipt of such requests.
- F. As applicable, the monthly invoice shall include:
- a. Costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.

- b. Brief description of activities or services undertaken during the month for which reimbursements are being requested.
- c. Total cost of services.
- d. If applicable, if outside subcontractors have done the work, submit the paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

SAMPLE

EXHIBIT "G"

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND
THEIR CONTRACTORS AND SUBCONTRACTORS
STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE**

A. Equal Opportunity Clause:

Subrecipient agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by on or behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be

declared ineligible for further government contracts or Federally assisted construction contracts 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 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "H"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants and cooperative Contracts) and that **CONTRACTOR** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(CORPORATE SEAL)

By: _____
Date: _____

EXHIBIT "I"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that **CONTRACTOR** knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the **CONTRACTOR** and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. **CONTRACTOR** will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. **CONTRACTOR** certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in **CONTRACTOR**'s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. **CONTRACTOR**'s policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
2. **CONTRACTOR** shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, City, county, state, zip code and total estimated number of employees). **CONTRACTOR** further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of CONTRACTOR: _____

Program Name: Design Services Haven at Vine

Grant : Community Development Block Grant

Date: _____

The CONTRACTOR shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

Place of Performance (include street address, City, county, state, zip code for each site):

Check _____ if there are work places on file that are not identified here.

(Corporate Seal)

By: _____

Date: _____

EXHIBIT "J"
AFFIDAVIT
Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby swear or affirm that: I read and

understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

_____ I attest that _____(agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity.

_____ I attest that _____(agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature:

(Printed Name of President/Executive Director/Board Chair)

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 _____, a Florida business organization, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires:

ITEM 8.A

(Vine Street CRA) Exploration and due-diligence associated with the potential purchase of the Vine Street Kmart Site located at 2211 West Vine Street

Request

Request Vine Street Community Redevelopment Agency authorize the City Manager to execute sales contracts for the Kmart property.

Explanation

The property is the location of the 101,000 square foot Kmart store that has been vacant since 2017, the still active 36,380 square foot Big Lots retail store, and a vacant lot that extends to Thacker Ave. The total site consists of four lots of 22.29 +/- acres that are for-sale under two listings with a total asking price of \$16.7 million. Staff would like to make a tentative offer of \$14 million, with the purchase cost to be secured through a loan using Tax Increment Funding as part of the Vine Street Community Redevelopment Agency (VSCRA).

The VSCRA operates in accordance with the adopted redevelopment plan for the Vine Street Community Redevelopment Area. Section 3 of the adopted redevelopment plan outlines goals and objectives that encapsulate activity to be pursued by the VSCRA (see attached Exhibit 1). Virtually every objective under VSCRA Master Plan **Goal 6** speaks to the request to purchase the Kmart site. **Goal 6** objectives are briefly summarized as follows:

- Objective 6.1 - identify opportunities for parcel consolidation for mixed use development.
- Objective 6.2 - reduce the prevalence of outdated highway commercial buildings
- Objective 6.3 - align strategies to target locations suitable for density and intensity
- Objective 6.4 - use of Tax Increment Financing (TIF) to fund property acquisition
- Objective 6.5 - attraction of business that can flourish in compact, mixed-use developments
- Objective 6.6 - creation of a Vine Street Improvement Committee
- Objective 6.7 - decrease visual blight associated with vacant and unmaintained properties.

The Vine Street Master Plan identifies the Kmart location as part of the *North of Vine* (NOVI) district. The adopted future design vision for the NOVI district is for the replacement of big box stores with a town center style of development (see Exhibit 2). Acquisition of the site is also consistent with the time-frame(s) outlined in the Vine Street Master Plan, as well as the City Commission's recently adopted 2025 High Priority for Management to pursue strategic land acquisitions that will further the City's objectives.

Using the CRA as a vehicle to facilitate mixed-use development on the site will also further the City's intent for the corridor under the Form Based Code, Section 14-5-1 by:

- A. Promoting transit oriented design;
- B. Encouraging infill development;
- C. Facilitating the aggregation of lots;
- D. Promoting redevelopment on underdeveloped sites;
- E. Fostering a relationship between new development and existing transit stops; and
- F. Implementing the Vine Street CRA master redevelopment plan.

The following bullet points provide additional insights in support of purchasing the Kmart site.

City of Kissimmee

- Staff has received feedback from private sector developers with concerns regarding purchase of the site now for reasons including current interest rates, asking price, market conditions, bank lending, and the Big Lot's Lease. Having the CRA step in now would allow a stop-gap to occur given all expectations are that interest rates, while in a holding pattern, will go down eventually.
- The seller has other offers from parties interested in using the site in a manner that would not further the goals of the VSCRA master plan. Staff believes having the VSCRA be the purchaser and deeded owner will facilitate the implementation of the plans for Vine Street redevelopment with the long-run goal of reselling the property to the right developer for a mixed-use project that meets the goals of the Master Plan.
- VSCRA purchase of the site will enable us to work with our master plan consultant to develop an RFP/Q document along with a design vision for the site. Exhibit 1 goals and objectives reinforce the approach of having the VSCRA purchase the site. Beyond the **Goal 6** objectives outlined above, additional goals associated with housing, transportation, mixed use and creation of a sense-of-place are supportive of this purchase request.
- CRA Staff believes messaging on this purchase should be positive by allowing the City to openly communicate what we envision for the site, which will reset the bar for Vine Street as a walkable urban-scaled community that strives for a range of housing choices. The VSCRA will help realize the vision of transforming the Vine Street arterial corridor into a series of interconnected urban-scaled mixed use centers.
- The Big Lots retail store's lease expires in 2026, with an option to renew through 2031. The lease generates \$120,000 in revenue annually, which can be utilized to cover the City's interim expenses for maintaining and operating the property until it is sold to a developer in the future.

This property acquisition is for approximately 22.29 +/- total acres consisting of four (4) separate parcels. All four (4) parcels are owned by the same ownership group under two separate LLC's, as follows:

Property PID	Owner	Acreage
17-25-29-00U0-0015-0000	Camacho Ventures LLC	6.59
17-25-29-00U0-0045-0000	Camacho Ventures LLC	8.93
17-25-29-00U0-0047-0000	Camacho Ventures LLC	4.89
17-25-29-2009-0001-0010	Eight and First, LLC	1.88
	Total	22.29

More details about the parcels, a site aerial, and future development concepts developed by the owner are included in Exhibit 3.

Once executed, the sales contracts will provide a 30-day due diligence period. This due diligence period will enable Staff to have an appraisal conducted, perform inspections of the property, research existing property conditions and restrictions, and review any other pertinent issues. The sales contracts allow the City to walk away from the offer at anytime during the due diligence period at the City's sole and absolute discretion.

During this due diligence period, the City will also explore financing with tax increment funds from the

Vine Street CRA. Currently, the tax increment revenue generated within the VSCRA is approximately \$2.9 million annually. A loan can be secured with this revenue stream, which will have a manageable impact on the ability for the CRA to continue its operating and capital budgets. The total city offer would be \$14 million, but this may be changed subject to appraisal and property inspections. The total listed asking price for the four parcels was \$16.7 million.

Recommendation

Community Redevelopment Agency Staff recommends that the CRA Board authorize the City Manager to execute sales contracts for the Vine Street Kmart site consisting of 22.29 +/- acres with a tentative offer of \$14 million. The purchase will be secured through a loan using Tax Increment Funding as part of the Vine Street CRA. Particulars regarding the loan will be worked out during a due diligence period.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: Arthur Tomerlin

Attachment(s):

1. Exhibit 1 - VSCRA GOPs
2. Exhibit 2 - VSCRA Novi Vision
3. Exhibit 3 - VSCRA Site Data Kmart
4. N. Thacker Avenue Vacant Land Contract
5. 2211 W. Vine Street Commercial Contract



SECTION 3: GOALS, OBJECTIVES AND SUPPORTING POLICIES

Vine Street CRA Master Plan Goals and Objectives

The intent of the Vine Street CRA Master Plan is to summarize the redevelopment, economic development, urban design and multimodal transportation goals and objectives, and identify specific strategies to achieve these goals. The following highlights each of the major goals and objectives for the Vine Street CRA.

GOAL 1: *Create compact, human-scaled, mixed use development patterns with a distinct sense of place.*

- 1.1 Objective: Better integrate retail, housing, office and other uses to establish walkable centers supportive of transit and a unique sense of place as supported in Vine Street Overlay District Guidelines.
- 1.2 Objective: Encourage three distinct scales of development: urban center, urban general and suburban to create a transect continuum of built form from the traditional city center out to district edges.
- 1.3 Objective: Identify opportunities for public green space or civic space adjacent to increased areas of housing and employment density and intensity to encourage public gathering and provide opportunities for green infrastructure.
- 1.4 Objective: Redevelop existing highway commercial properties into mixed use urban form and open spaces.
- 1.5 Objective: Support creation of unique building forms and character that create lasting visual impressions of the City as supported in the Vine Street Overlay District.
- 1.6 Objective: Establish district wide parking and stormwater management policies to reduce reliance on site by site approach.

GOAL 2: *Increase housing diversity.*

- 2.1 Objective: Create opportunities for all age groups and income levels through the creation of different housing types of varying size, ownership status and income level.
- 2.2 Objective: Create higher end housing choices to provide proximate housing options for professionals at major job centers and balance existing affordable housing stock.
- 2.3 Objective: Seek opportunities for major catalytic new housing development within the district that can support a strong range of housing types.

- 2.4 Objective: Explore partnerships with local employers to create incentives for living and working in the City.

GOAL 3: Increase transportation choices.

- 3.1 Objective: Reduce reliance on single occupancy vehicles (SOVs) for trips within and to destinations in the corridor.
- 3.2 Objective: Invest in bicycle and pedestrian infrastructure and complementary site designs that encourage walking and biking as alternatives to driving.
- 3.3 Objective: Implement projects identified in citywide Bicycle and Pedestrian Master Plan and Multimodal Transportation District.
- 3.4 Objective: Create a local transit circulator within the district to provide transit access to SunRail commuter station and other key destinations in corridor.
- 3.5 Objective: Support rapid-transit along the Vine Street corridor to encourage regional multimodal mobility from points within the corridor to points east and west.
- 3.6 Objective: Create land use patterns and densities that create opportunities for people to access multiple destinations within a short walk, car ride or transit trip.
- 3.7 Objective: Complete the grid network of streets through redevelopment of large commercial parcels.
- 3.8 Objective: Implement Vine Street Design Overlay District guidelines street typologies to establish hierarchy of A, B and C type streets that complement contextual building form and land use goals.

Goal 4: Support healthy lifestyles and reduced energy consumption.

- 4.1 Objective: Encourage development patterns that promote walking, biking and the use of public transportation which in turn increase levels of physical activity and decrease energy consumption for transportation.
- 4.2 Objective: Encourage green building practices in new building construction and site design, and through retrofitting of existing households and businesses.
- 4.3 Objective: Encourage eco-tourism, particularly in the Shingle Creek vicinity.

Goal 5: Create vibrant, attractive and inviting public spaces.

- 5.1 Objective: Create overall district public realm master plan that encourages informal social interaction, provides venues for public gatherings, and incorporates elements of nature (landscaping, water, tree canopies, etc.) into urbanized settings.

- 5.2 Objective: Create strong landscaping and lighting elements to establish district identity and improve visual edges along streets and thoroughfares.

Goal 6: Revitalize and redevelop properties to attract new jobs and housing throughout the corridor.

- 6.1 Objective: Identify opportunities for parcel consolidation and redevelopment of properties to support higher density mixed use patterns.
- 6.2 Objective: Reduce prevalence of aging, outdated highway commercial buildings and structures throughout the corridor.
- 6.3 Objective: Align redevelopment strategies with market assessment to better target locations, densities, intensities and mix of uses with likely future demand.
- 6.4 Objective: Use the Tax Increment Financing (TIF) district to fund property acquisition, streetscape improvements and other community benefits to support overall district vision.
- 6.5 Objective: Focus citywide economic development initiatives to support retention of existing businesses and attract new businesses that can flourish in compact, mixed use, multimodal centers.
- 6.6 Objective: Enhance relationships with existing business owners through the creation of a Vine Street Improvement committee.
- 6.7 Objective: Decrease visual blight associated with vacant and unmaintained existing residential and commercial properties as identified in the Finding of Necessity through enforcement of minimum maintenance ordinance and other strategies.

Goal 7: Preserve existing natural systems and create new green infrastructure systems.

- 7.1 Objective: Create master stormwater management system for district in concert with citywide initiatives.
- 7.2 Objective: Promote districtwide approaches to inclusion of rain gardens, native landscaping, tree canopies and other features aimed at reducing stormwater run-off, promoting aquifer recharge and creating more naturally shaded open spaces.
- 7.3 Objective: Support reduction in greenhouse gas emissions through support of non-SOV transportation options and green building technologies.
- 7.4 Objective: Promote resource protection and conservation goals associated with Shingle Creek natural areas.

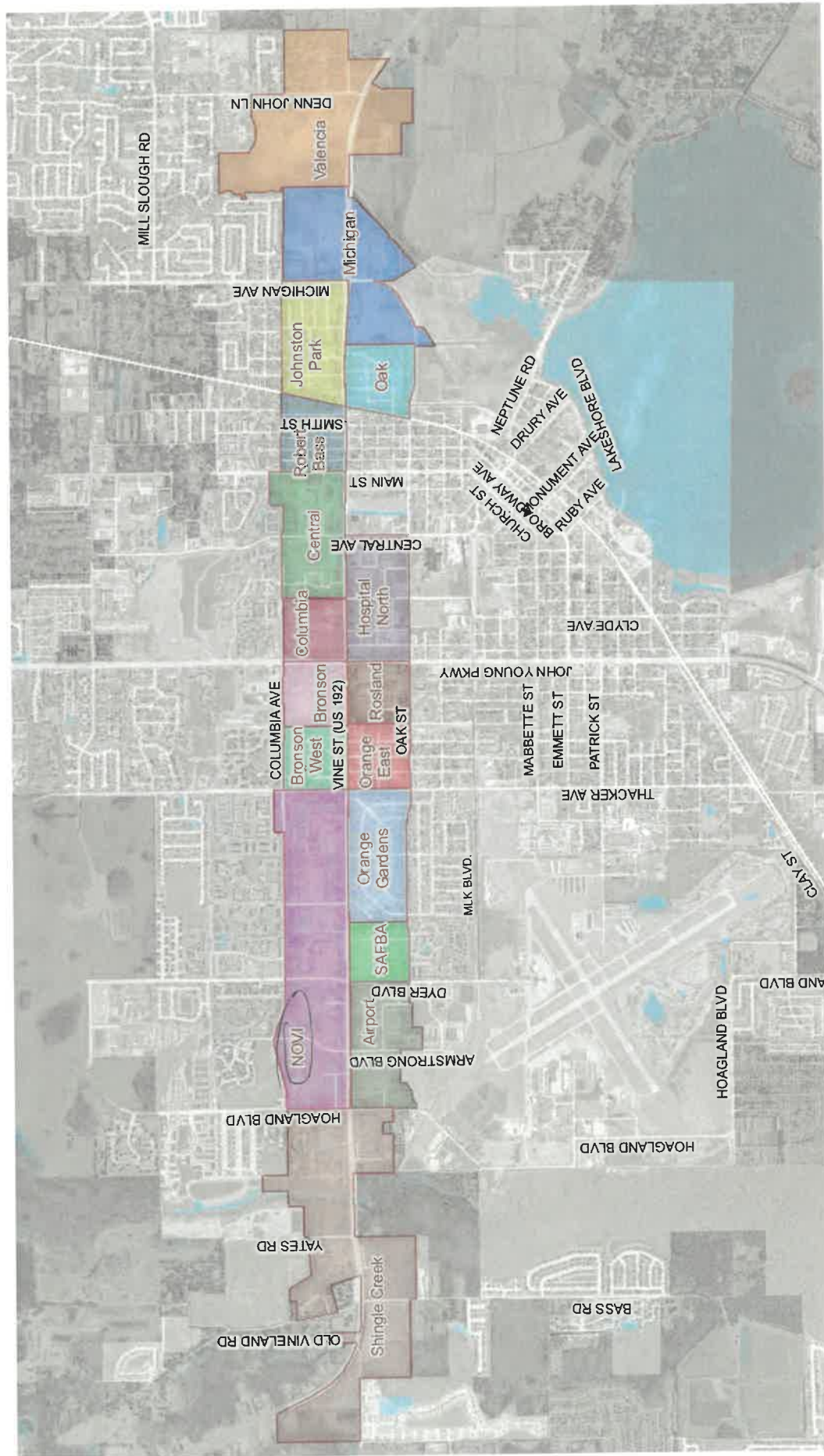


EXHIBIT 2 - VINE STREET CRA NEIGHBORHOODS AND HUBS



VINE STREET
DISTRICT



0.5

Miles

TABLE 5 - NEIGHBORHOOD AND HUB REDEVELOPMENT VISION

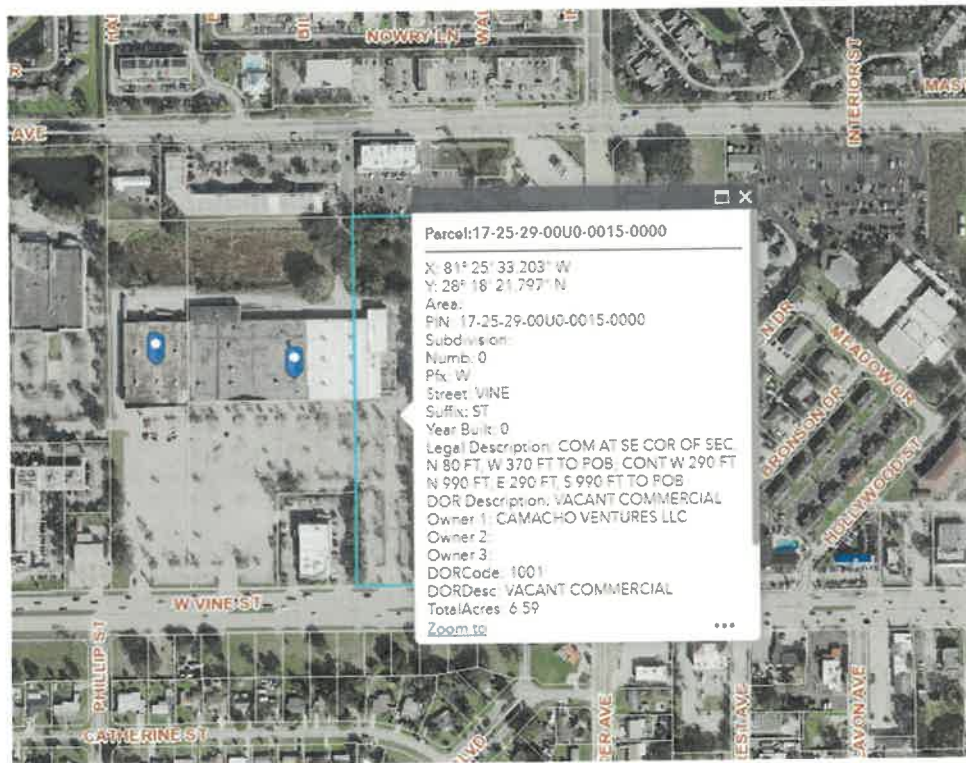
NEIGHBORHOOD/HUB	SUB-DISTRICT	EXISTING CHARACTERISTICS	FUTURE DESIGN VISION	REDEVELOPMENT OPPORTUNITIES
Shingle Creek	Suburban	- Small parcels limiting development potential - Presence of derelict structures - Interface with tourist corridor - Shingle creek trail and park	- Eco-tourism - Gateway transition from west 192 to City of Kissimmee	- Continuation of infrastructure/streetscaping projects - Master retention system - Parcel consolidation - Funding for demolition of derelict structures - Encourage eco-tourism - Additional recreation/park space - Potential bicycle/pedestrian bridge over Vine Street to act as a gateway
North of Vine (NOVI)	Suburban	- Presence of big-box stores and Osceola Square Mall - Small parcels limiting development potential - Presence of numerous parking lots - Multiple bus routes serving area	- Town center style of development - Multi-story, mixed use residential with commercial and supportive services	- Redevelop big-box stores and Osceola Square Mall - Parcel consolidation - Shared parking/redevelopment of parking lots - Developer incentives for sub-district appropriate development - Transit enhancement projects - Create B & C street connections - Mid-block connectivity - Master retention system
Airport	Suburban	- Kissimmee Gateway Airport - Small parcels limiting development potential - Multiple bus routes serving area	Light industrial /employment center tying the airport to the commercial corridor	- Airport entrance feature - Parcel consolidation - Create office/industrial park - Promote employment based industrial/service uses - Master retention system - Transit enhancement projects

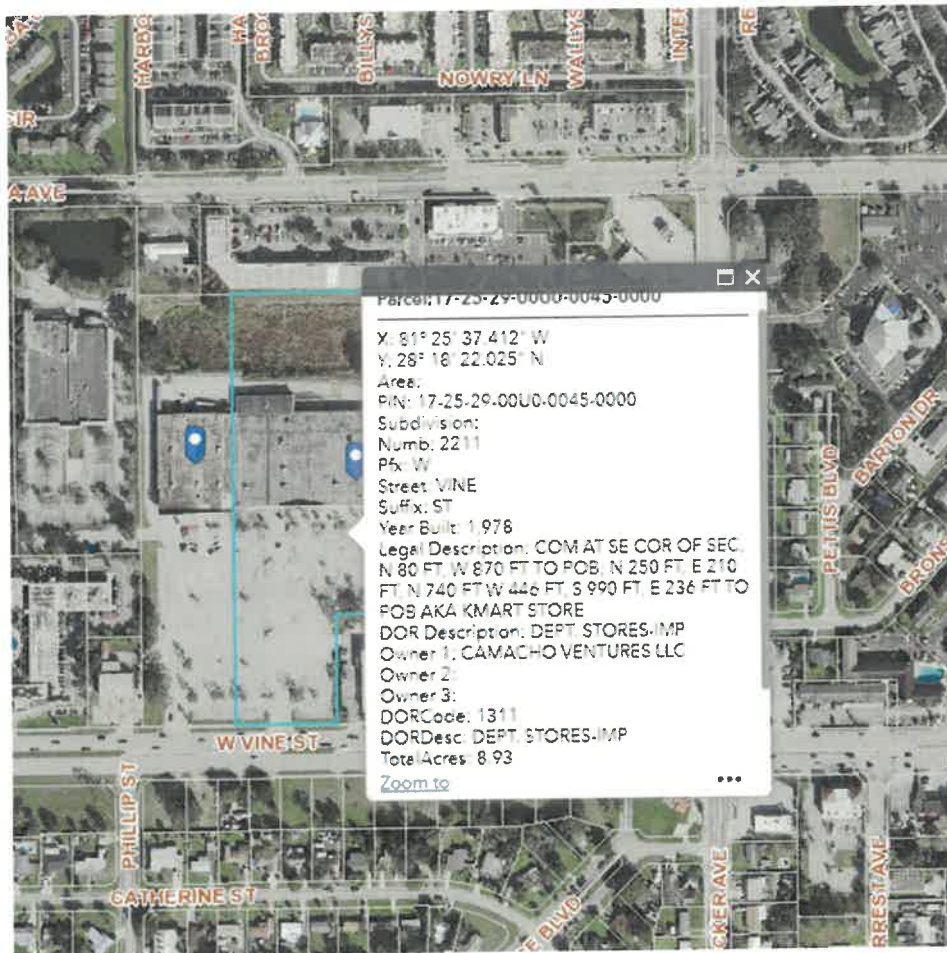
Exhibit '3' – Properties and Potential Site Plan Layout

Site Map

Property PID	Owner	Acreage
17-25-29-00U0-0015-0000	Camacho Ventures LLC	6.59
17-25-29-00U0-0045-0000	Camacho Ventures LLC	8.93
17-25-29-00U0-0047-0000	Camacho Ventures LLC	4.89
17-25-29-2009-0001-0010	Eight & First LLC	1.88
Total		22.29







Parcel: 17-25-29-0000-0045-0000

X: 81° 25' 37.412" W

Y: 28° 18' 22.025" N

Area:

PIN: 17-25-29-0000-0045-0000

Subdivision:

Numb: 2211

Pfx: W

Street: VINE

Suffix: ST

Year Built: 1978

Legal Description: COM AT SE COR OF SEC
N 80 FT W 870 FT TO POB, N 250 FT E 210
FT, N 740 FT W 446 FT, S 990 FT, E 236 FT TO
POB AKA KMART STORE

DOR Description: DEPT STORES-IMP

Owner 1: CAMACHO VENTURES LLC

Owner 2:

Owner 3:

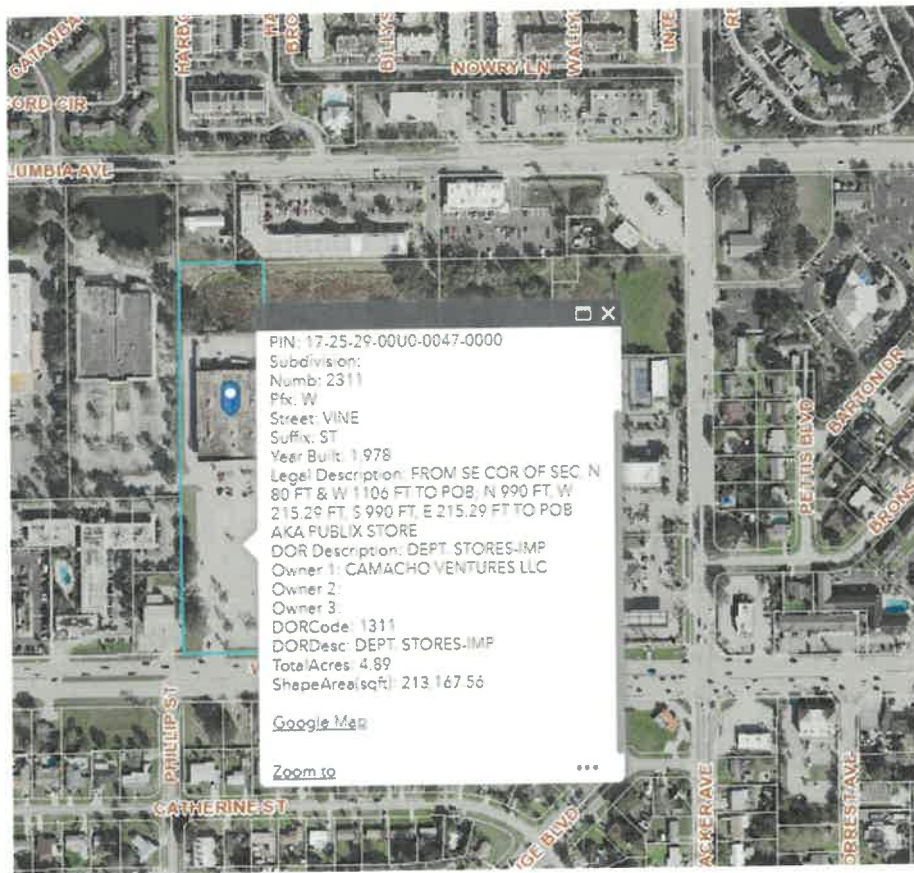
DOR Code: 1311

DOR Desc: DEPT STORES-IMP

Total Acres: 8.93

[Zoom to](#)

...

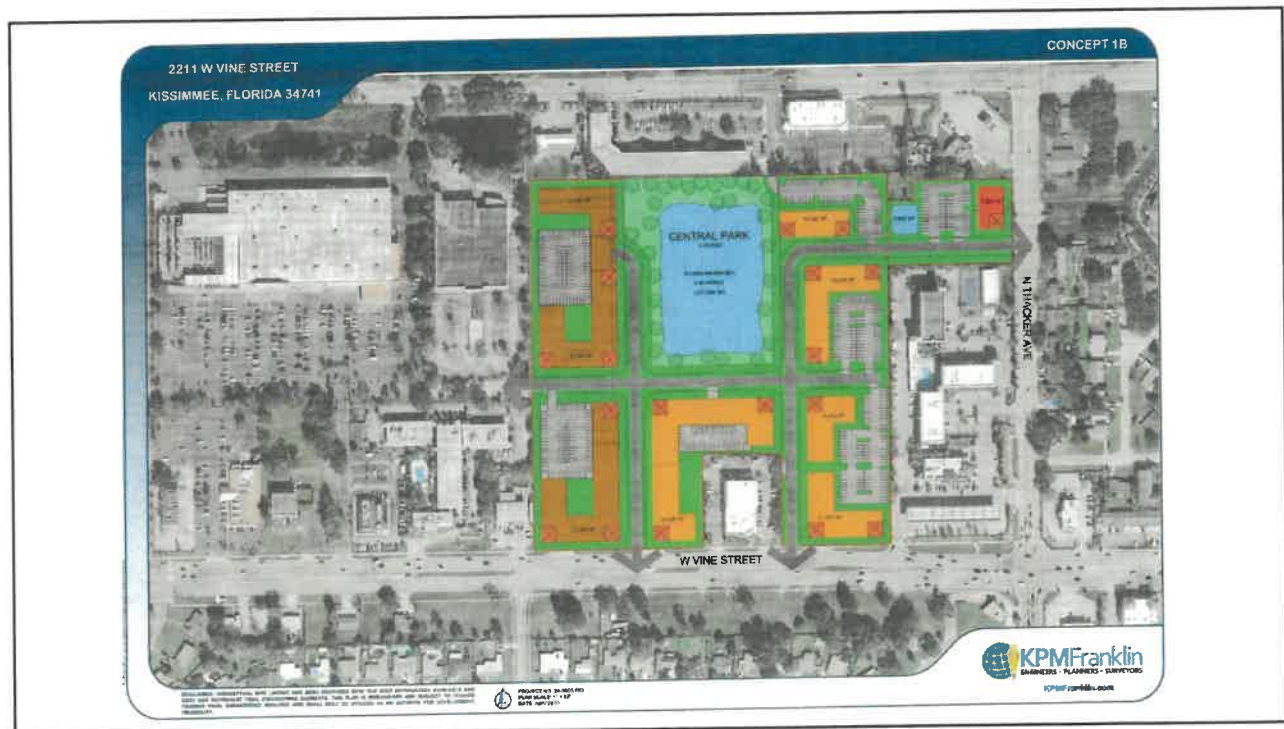




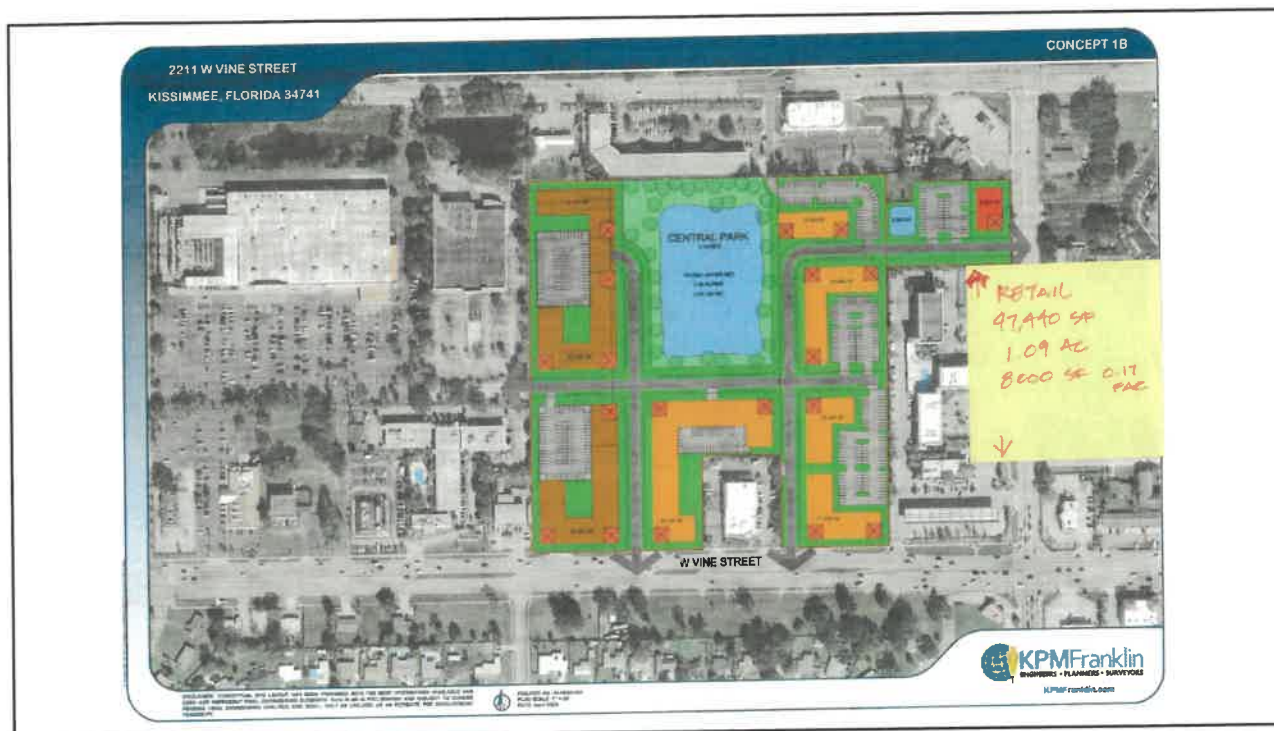
2211 Vine Street, Kissimmee FL Concept Plan and Comparable Product Research

April 12, 2024

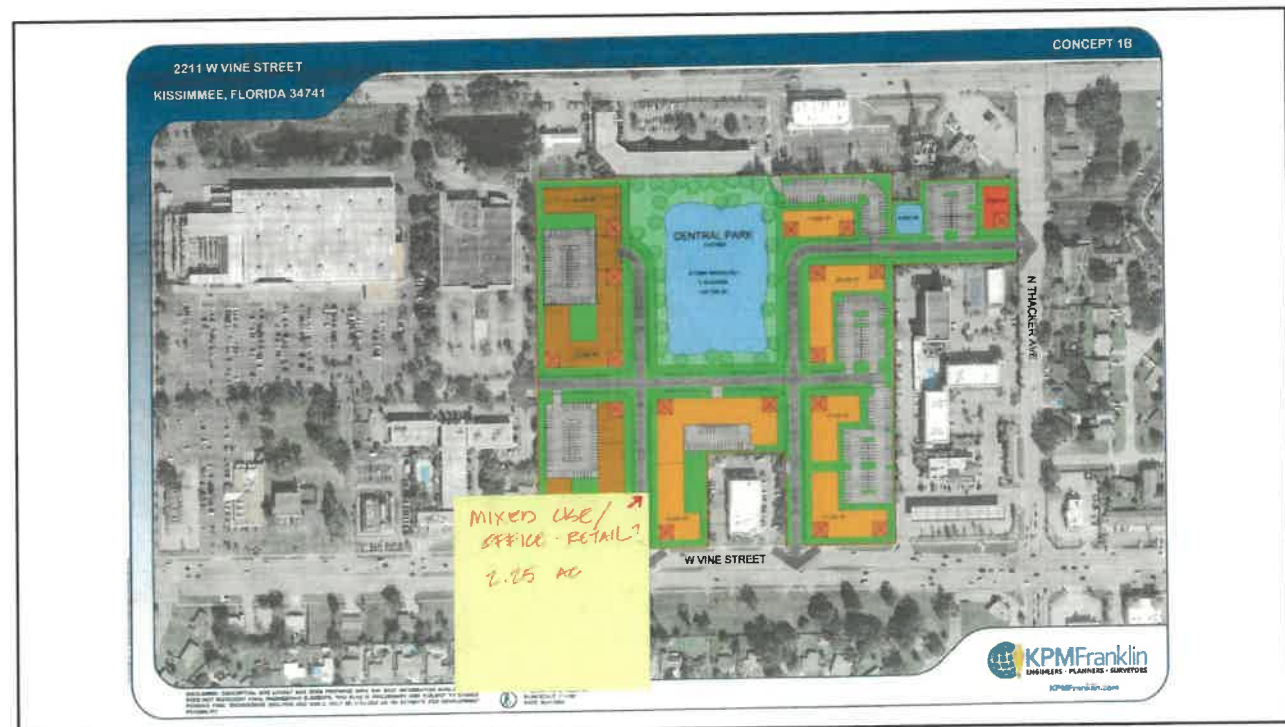
Prepared by KPM Franklin

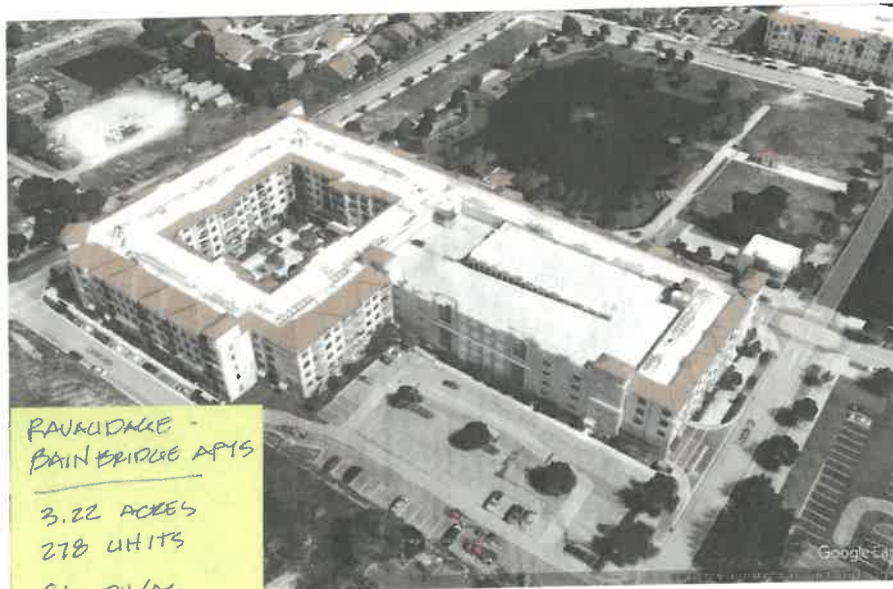












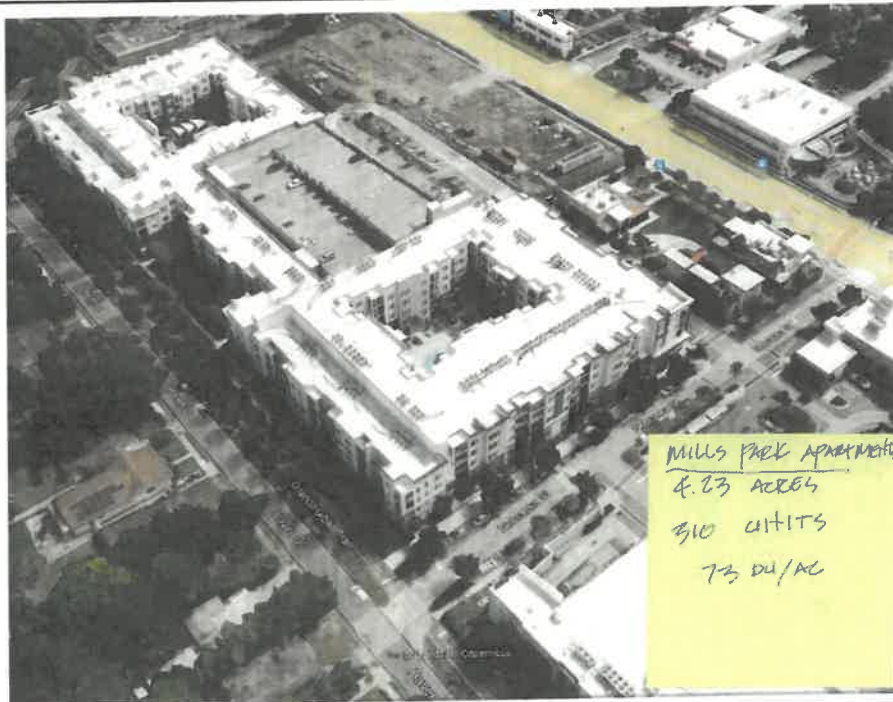
RAVADAKE -
BAIN BRIDGE APIS

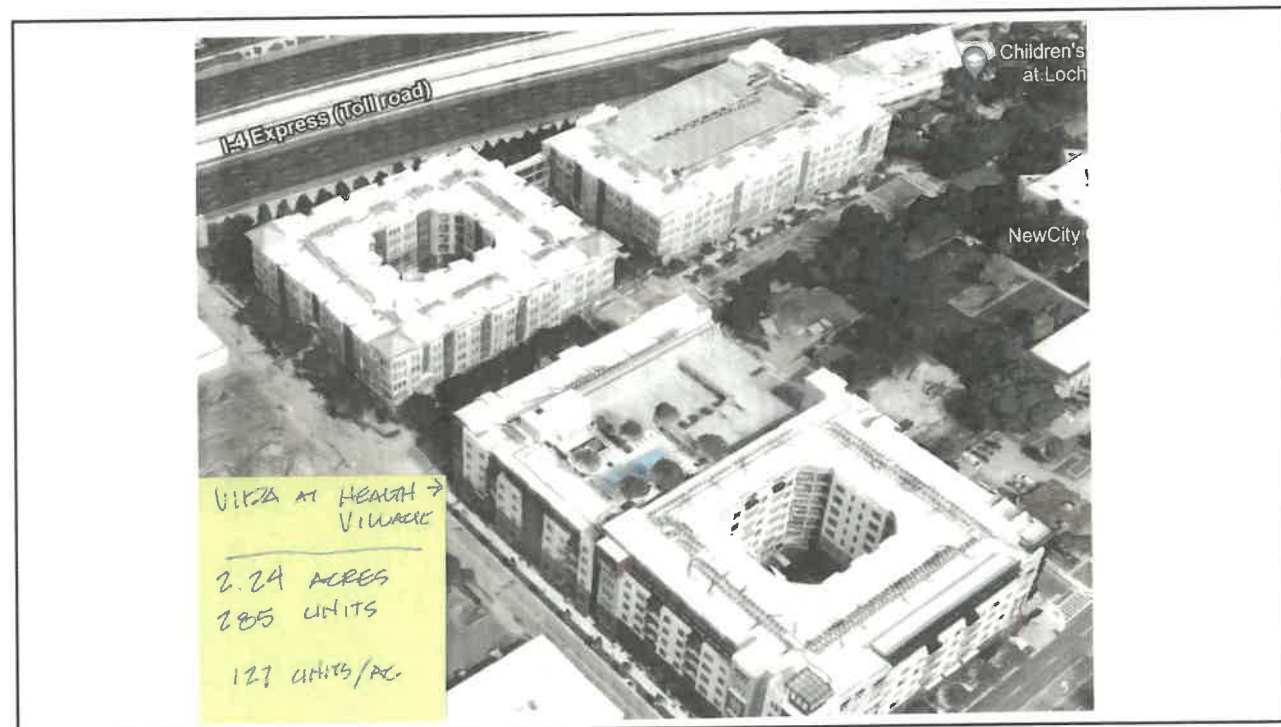
3.22 ACRES
278 UNITS
86 DU/AC



ALEXAH NORTH BRD

5.93 ACRES
310 UNITS
52 UNITS/AC







Commercial Contract



1 **1. PARTIES AND PROPERTY:** CITY OF KISSIMMEE, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Buyer")

2 agrees to buy and Ventures LLC Camacho ("Seller")

3 agrees to sell the property at:

4 Street Address: 2211 W Vine St

5 Kissimmee

FL 34741-3980

6 Legal Description: SEE ATTACHED DEED WITH LEGAL

7 TAX IDENTIFICATION PARCEL NO: R172529-00U0-0047-0000; R172529-00U0-0045-0000; R172529-00U0-0015-0000

8 and the following Personal Property: _____

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 13,000,000.00

12 (a) Deposit held in escrow by: Nelson Mullins Riley & Scarborough \$ _____
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 390 N ORANGE AVE, STE 1400, ORLANDO Phone: 407-669-4230

15 (b) Additional deposit to be made to Escrow Agent

16 ☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or

17 ☒ within 3 days after Effective Date \$ 50,000.00

18 (c) Additional deposit to be made to Escrow Agent

19 ☒ within _____ days (3 days, if left blank) after completion of Due Diligence Period or

20 ☐ within _____ days after Effective Date \$ 50,000.00

21 (d) Total financing (see Paragraph 5) _____ \$ _____

22 (e) Other _____ \$ _____

23 (f) All deposits will be credited to the purchase price at closing.

24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer.

\$ 12,900,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before 6/21/2024, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 _____. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

37 **4. CLOSING DATE AND LOCATION:**

38 (a) Closing Date: This transaction will be closed on 10/31/2024 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in OSCEOLA County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before N/A days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed N/A % of the purchase price or \$ _____, with a fixed interest rate not to exceed N/A % per year with an initial variable interest rate not to exceed N/A %, with points or commitment or loan fees not to exceed N/A % of the principal amount, for a term of N/A years, and amortized over N/A years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within N/A days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within N/A days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as MIXED USE

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☒ Seller's ☐ Buyer's expense and within 45 days after Effective Date or at least _____ days before Closing Date deliver to Buyer (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 60 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☐ Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☒ Buyer will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ 100.00 (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

(c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent ☐ without Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
263 and radon testing may be obtained from your county public health unit.

264 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
273 the Buyer.

274 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not
281 assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 (a) **Seller's Broker:** OLDE KISSIMMEE REALTY, INC CHERYL L GRIEB/JOSE ALVAREZ
295 (Company Name) (Licensee)
11 N VERNON AVE, KISSIMMEE, FL 34741, 407-944-4822 WK, 407-944-3722 FAX, CHERYL@OLDEKISSIMMEEREALTY.COM
(Address, Telephone, Fax, E-mail)

296 who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
297 ☒ Seller ☐ Buyer ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) _____
298 _____
299 _____

300 (b) **Buyer's Broker:** N/A
301 (Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☒ Other EXHIBIT "A" - DEED FOR LEGAL DESCRIPTION

23. ADDITIONAL TERMS:

- 1) CONTINGENT UPON RATIFICATION OF THIS CONTRACT BY THE CITY OF KISSIMMEE COMMISSION BY JULY 2, 2024.
- 2) CONTINGENT UPON PROPERTY APPRAISING AT OR ABOVE CONTRACT PRICE. IF PROPERTY DOES NOT APPRAISE, BUYER CAN CANCEL AND RECIEVE DEPOSIT BACK IMMEDIATELY.
- 3) THIS CONTRACT IS CONTINGENT UPON A SIMULTANEOUS CLOSING WITH THE THACKER LOT OWNED BY EIGHT & FIRST LLC, PID 17-25-29-2009-0001-0010.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

(Signature of Buyer) Date: _____

CITY OF KISSIMMEE, _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: CITY MANAGER FOR THE CITY OF KISSIMMEE Telephone: _____

(Signature of Buyer) Date: _____

A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice 101 N CHURCH STREET KISSIMMEE FL 34741

Facsimile: _____ Email: _____

(Signature of Seller) Date: _____

Camacho Ventures LLC Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

(Signature of Seller) Date: _____

(Typed or Printed Name of Seller) Tax ID No.: _____

Title: _____ Telephone: _____

Seller's Address for purpose of notice: 2211 W Vine St Kissimmee FL 34741-3980

Facsimile: _____ Email: _____

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EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF OSCEOLA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN NORTH 00° 14' 47" WEST, ALONG THE EAST LINE OF SAID SECTION 80.0 FEET; RUN THENCE SOUTH 89° 39' 13" WEST, - ALONG NORTH. RIGHT OF WAY LINE OF STATE ROAD #530, 870.0 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 89° 39' 13" WEST, ALONG SAID RIGHT OF WAY LINE, 451.29 FEET; RUN THENCE NORTH 00° 14' 47" WEST, PARALLEL TO SAID EAST LINE OF SECTION 17, 990.0 FEET; RUN THENCE NORTH 89° 39' 13" EAST, PARALLEL L TO SAID RIGHT OF WAY LINE, 661.29 FEET; RUN THENCE SOUTH 00° 14' 47" EAST, 740.0 FEET; RUN THENCE SOUTH 89° 39' 13" WEST, 210.0 FEET; RUN THENCE SOUTH 00° 14' 47" EAST 250.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE, PERMANENT EASEMENT FOR ACCESS, INGRESS AND EGRESS, VEHICULAR AND PEDESTRIAN TRAVEL AND THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UNDERGROUND UTILITY LINES, PIPES AND RELATED EQUIPMENT ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PARCEL:

FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN NORTH 00° 14' 47" WEST, ALONG THE EAST LINE OF SAID SECTION 80.0 FEET; RUN THENCE SOUTH 89° 39' 13" WEST, ALONG NORTH RIGHT OF WAY LINE OF STATE ROAD #530, 660.0 FEET; RUN THENCE NORTH 00° 14' 47" WEST, PARALLEL TO SAID EAST LINE OF SECTION 17, 990.0 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 00° 14' 47" WEST 212.0 FEET; RUN THENCE SOUTH 89° 39' 13" WEST, PARALLEL TO SAID RIGHT OF WAY LINE 36.0 FEET; RUN THENCE SOUTH 00° 14' 47" EAST 212.0 FEET; RUN THENCE NORTH 89° 39' 13" EAST 36.0 FEET TO THE POINT OF BEGINNING.

AS SHOWN BY WARRANTY DEED FILED FEBRUARY 13, 1978 IN OFFICIAL RECORDS BOOK 383, PAGE 304, AND SPECIAL WARRANTY DEED FILED MARCH 1, 1979 IN OFFICIAL RECORDS BOOK 425, PAGE 158, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 2:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE RUN N00°21'24"W 80.00 FEET ALONG THE EAST LINE OF SAID SECTION 17; S89°39'13"W 370.00 FEET ALONG THE NORTH RIGHT OF WAY OF US HIGHWAY 192 (VINE STREET) FOR THE POINT OF BEGINNING; THENCE CONTINUE S89°39'13"W 290.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N00°21'24"W 990.00 FEET, PARALLEL WITH THE AFORESAID EAST LINE OF SECTION 17; THENCE N89°39'13"E 290.00 FEET; THENCE S00°21'24"E 990.00 FEET TO THE POINT OF BEGINNING.

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within n/a days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within n/a days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ or n/a % of the purchase price at (Check one) ☐ a fixed rate not exceeding n/a % ☐ an adjustable interest rate not exceeding n/a % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and **Broker**.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$, bearing annual interest at n/a % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to LN# in the approximate amount of \$ currently payable at \$ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) interest rate of % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds n/a % or the assumption/transfer fee exceeds \$, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) , free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) , provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within 45 days after Effective Date ☐ at least days before Closing Date, (Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 60 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Cheryl L Grieb

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

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329*	<u>cheryl@oldekissimmeerealty.com</u>	
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331		
332*	<u>407-922-2000</u>	
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334		
335*	<u>OLDE KISSIMMEE REALTY INC</u>	
336	Listing Brokerage	Buyer's Brokerage
337		
338	<u>11 N. Vernon Avenue Kissimmee FL 34741</u>	
339*	Listing Brokerage Address	Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable):**
342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☒ C. Other EXHIBIT A (LEGAL DESCRIPTION)

345* **23. Additional Terms:**
346 1) CONTINGENT UPON RATIFICATION OF THIS CONTRACT BY THE CITY OF KISSIMMEE COMMISSION BY JULY 2,
347 2024.
348
349 2) CONTINGENT UPON PROPERTY APPRAISING AT OR ABOVE SALES PRICE. IF PROPERTY DOES NOT APPRAISE AT
350 OR ABOVE CONTRACT PRICE, BUYER WILL IMMEDIATELY RECEIVE THEIR DEPOSIT BACK.
351
352 3) THIS CONTRACT IS CONTINGENT UPON THIS CONTRACT CLOSING SIMULTANEOUS WITH THE CONTRACT FOR 2211
353 W VINE STREET, KISSIMMEE, FL 34741.
354
355
356
357
358
359
360

361 **COUNTER-OFFER/REJECTION**

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* ☐ Seller rejects Buyer's offer

365 **[The remainder of this page is intentionally left blank.**
366 **This Contract continues with Line 367 on Page 8 of 8.]**

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367 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
368 **signing.**

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

378
379* **Buyer:** _____ **Date:** _____

380* **Print name:** MIKE STEIGERWALD, CITY MANAGER FOR THE CITY OF KISSIMMEE

381* **Buyer:** _____ **Date:** _____

382* **Print name:** _____

383 **Buyer's address for purpose of notice:**

384* **Address:** _____

385* **Phone:** _____ **Fax:** _____ **Email:** _____

386* **Seller:** _____ **Date:** _____

387* **Print name:** EIGHT & FIRST LLC

388** **Seller:** _____ **Date:** _____

389* **Print name:** _____

390 **Seller's address for purpose of notice:**

391* **Address:** _____

392* **Phone:** _____ **Fax:** _____ **Email:** _____

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EXHIBIT A

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, RUN NORTH 00°21'24" WEST, ALONG THE EAST LINE OF SAID SECTION 17, 80.0 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 192 (STATE ROAD NO. 530); RUN THENCE SOUTH 89° 39' 13" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF THACKER AVENUE; RUN THENCE NORTH 00°21'24" WEST, PARALLEL WITH THE AFORESAID EAST LINE OF SECTION 17, 737.00 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 00°21'24" WEST, ALONG SAID WEST RIGHT OF WAY LINE 253.00 FEET; RUN THENCE SOUTH 89° 39' 13" WEST, PARALLEL TO THE AFORESAID NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 192, 340.00 FEET TO THE EAST PROPERTY LINE OF PARCEL DESCRIBED IN OR BOOK 1114, PAGE 1009 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN THENCE SOUTH 00° 21' 24" EAST, ALONG SAID EAST LINE AND PARALLEL TO SAID EAST LINE OF SECTION 17, 253.00 FEET TO THE NORTH LINE OF PARCEL 1 AS DESCRIBED IN OR BOOK 1102, PAGE 2788 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN THENCE NORTH 89° 39' 13" EAST, ALONG SAID NORTH LINE AND PARALLEL TO AFORESAID NORTH LINE OF U.S. HIGHWAY NO. 192, 340.00 FEET TO THE POINT OF BEGINNING.

LESS: THE WEST 65 FEET OF THE NORTH 65 FEET THEREOF.

ALSO KNOWN AS:

Lot 1, Racetrac Thacker, according to the plat thereof, as recorded in Plat Book 22, Pages 32 through 33, Public Records of Osceola County, Florida.

251438DF-612B-4272-9CE9-C77AC8DCFAC1 — 2021/07/30 13:09:18 -8:00 — Remote Notary

ITEM 8.B

Advisory Board Vacancy: Planning Advisory Board

Request

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

Explanation

Planning Advisory Board Member, Melissa Thacker has resigned from the board effective June 4, 2024, as a result of her recent appointment to the KUA Board of Directors. Ms. Thacker's term was not set to expire until May 31, 2025. Staff requests that an appointment be made to fill the remainder of the term. Seat # 5 has been assigned to this vacancy. The assigned Commissioner will have thirty (30) days to make an appointment. At the end of the 30-day assignment, the assigned Commissioner will need to request an extension or the appointment will automatically rotate to the next Commissioner.

Commissioner Rotation:	Date Assigned:	Commissioner Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 5 - Mayor Gonzalez <i>*One (1) Application on file</i>	06/18/2024	07/16/2024	Planning Advisory Board	05/31/2025	Member must be a City resident.

Recommendation

Staff recommends the Commission make an appointment to fill a vacancy on the Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. (2024) PAB Application - Rebeca Marin

City of Kissimmee Advisory Board Member Application

Name *

Rebeca

First

Marin

Last

Address *

1625 Colony Ave.

Street Address

Kissimmee

City

FL

State/Region/Province

34744

Postal / Zip Code

United States

Country

Phone *

407-489-5228

Email *

rebeca.marinrn@gmail.com

Name of Employer *

Barbie House Investment LLC

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I live in the City of Kissimmee
- ☐ No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- ☒ Yes, I own/operate a business in the City of Kissimmee
- ☐ No, I do not own/operate a business in the City of Kissimmee

Legal Name of Business Owned by Applicant *

Barbie House Investment LLC

City of Kissimmee Advisory Board Member Application

Address of Business Owned by Applicant *

1625 Colony Ave.

Street Address

Address Line 2

Kissimmee

City

FL

State/Region/Province

34744

Postal / Zip Code

Please select all advisory boards you wish to serve on: *

- ☒ Board of Adjustment
- ☒ Citizens' Police Review Advisory Board
- ☒ Historic Preservation Advisory Board
- ☒ Kissimmee Charter Academy Board
- ☒ Parks & Recreation Advisory Board
- ☐ Pension Board - Fire
- ☐ Pension Board - General Employee
- ☐ Pension Board - Police
- ☒ Planning Advisory Board

Please select your highest level of education you have obtained. *

Professional/graduate degree

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Florida Council on Aging

Do you have any special skills or certifications?

I am an Executive Registered Nurse specializing in leadership and management of Healthcare Organizations, a Realtor, and a Real Estate Investor.

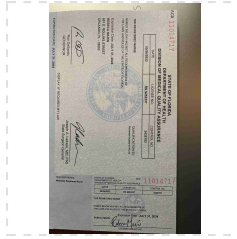
Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Please attach your resume or proof of qualification and/or licenses. *

Rebeca_Marin_Resume_October_2023__2__1_.pdf

Real_Estate_License_Rebeca_Marin_Certificate_Expir.pdf

City of Kissimmee Advisory Board Member Application



RN_License_Marin_Rebeca_Expires_07_31_2024__1__1_.jpg

What do you consider to be the role of a school in your child's overall development? *

The role of a school in a child's overall development is multifaceted and crucial. Here are some key aspects:

1. ****Academic Growth****: Schools are primarily responsible for imparting knowledge and skills in various subjects, fostering intellectual curiosity, critical thinking, problem-solving abilities, and a love for learning. They provide structured curriculum and guidance to ensure students attain academic proficiency.
2. ****Social and Emotional Development****: Schools play a vital role in shaping a child's social and emotional intelligence. Through interactions with peers, teachers, and staff, children learn important social skills such as communication, cooperation, empathy, and conflict resolution. Schools also provide a supportive environment for students to develop resilience, self-confidence, and emotional regulation.
3. ****Cultural and Moral Values****: Schools often serve as institutions where children learn about ethical behavior, cultural diversity, and civic responsibilities. They promote values such as respect, integrity, tolerance, and fairness, preparing students to become responsible and compassionate members of society.
4. ****Physical Health and Well-being****: Schools contribute to children's physical health and well-being by providing access to sports, physical education, nutritious meals, and health services. Physical activities not only promote fitness but also teach teamwork, discipline, and perseverance.
5. ****Creativity and Personal Growth****: Schools should nurture students' creativity, imagination, and individual interests. Through arts, music, drama, and extracurricular activities, children have opportunities to explore their talents, express themselves, and develop a sense of identity.
6. ****Preparation for Future Success****: Ultimately, schools aim to prepare students for success in higher education, careers, and life. They equip students with essential skills, knowledge, and competencies needed to thrive in a rapidly changing world, including adaptability, innovation, digital literacy, and global awareness.

In summary, schools play a vital role in shaping every aspect of a child's development, encompassing academic, social, emotional, physical, and moral dimensions. Parents, teachers, and the broader community collaborate to create a nurturing and enriching educational environment that fosters holistic growth and prepares children to become well-rounded individuals and contributing members of society.

City of Kissimmee Advisory Board Member Application

What do you consider to be the positive features a charter school has that other public schools do not?*

Charter schools offer several positive features that distinguish them from traditional public schools. Some of these include:

1. **Autonomy and Flexibility**: Charter schools have more autonomy in decision-making compared to traditional public schools. They can design their own curriculum, set academic standards, and adopt innovative teaching methods tailored to the needs and preferences of their student population. This flexibility allows charter schools to respond more effectively to the unique challenges and opportunities within their communities.
 2. **Specialized Programs and Focus**: Many charter schools are designed around specific themes, interests, or educational philosophies, such as STEM (Science, Technology, Engineering, and Mathematics), performing arts, language immersion, or project-based learning. These specialized programs often provide students with immersive and enriching educational experiences that may not be available in traditional public schools.
 3. **Smaller Class Sizes and Personalized Learning**: Charter schools often have smaller class sizes, which allow for more individualized attention and personalized instruction. Teachers can better tailor their teaching methods to meet the diverse learning styles and needs of each student, fostering a supportive and engaging learning environment that promotes academic success.
 4. **Innovative Approaches to Education**: Charter schools are known for their innovation and experimentation in education. They have the flexibility to implement creative teaching strategies, integrate technology into the classroom, and explore alternative models of education delivery, such as blended learning or competency-based education. This innovation can lead to increased student engagement, higher academic achievement, and better preparation for future success.
 5. **Parental Involvement and Community Engagement**: Charter schools often encourage active parental involvement and community engagement in the educational process. Parents may have more opportunities to participate in school governance, volunteer in classrooms, and collaborate with teachers to support their child's learning journey. This partnership between schools, parents, and the community can strengthen the overall educational experience and contribute to student success.
 6. **Accountability and Performance-based Funding**: Charter schools are held accountable for their performance and outcomes. They are subject to regular evaluation and may face closure if they fail to meet academic standards or fulfill their charter obligations. This accountability fosters a culture of continuous improvement and innovation, ensuring that charter schools remain focused on providing high-quality education and achieving positive results for students.
- Overall, charter schools offer unique advantages that can complement and enrich the educational landscape, providing families with diverse options to meet the individual needs and preferences of their children.

City of Kissimmee Advisory Board Member Application

What do you consider to be negative aspects a charter school has that other public schools do not? *

While charter schools offer various positive features, they also present certain challenges and negative aspects that are not typically found in traditional public schools. Some of these include:

1. ****Lack of Accountability and Oversight****: Charter schools often operate with more autonomy than traditional public schools, which can sometimes lead to a lack of accountability and oversight. In some cases, this autonomy may result in financial mismanagement, inadequate academic standards, or failure to meet the needs of all students. Without sufficient oversight, charter schools may not be held to the same standards of transparency and accountability as traditional public schools.
 2. ****Selective Admissions and Exclusionary Practices****: Some charter schools have been criticized for implementing selective admissions processes or exclusionary practices that limit access to certain students, particularly those with disabilities, English language learners, or students from low-income backgrounds. This selective enrollment can exacerbate educational inequities and perpetuate segregation within the public education system.
 3. ****Funding Diversion and Resource Allocation****: Charter schools often receive public funding but operate independently of local school districts. This can lead to concerns about funding diversion from traditional public schools, as resources may be redirected to charter schools without adequate oversight or accountability. Additionally, disparities in funding and resource allocation between charter schools and traditional public schools can further widen educational inequities and exacerbate existing disparities.
 4. ****Teacher Turnover and Lack of Stability****: Charter schools may experience higher rates of teacher turnover compared to traditional public schools. This instability can disrupt the learning environment and hinder students' academic progress, as frequent changes in teaching staff may lead to inconsistency in instruction and support. Moreover, the lack of union representation and job security for teachers in many charter schools can contribute to higher turnover rates.
 5. ****Limited Special Education Services and Support****: Charter schools may face challenges in providing comprehensive special education services and support for students with disabilities. While charter schools are required to comply with federal laws regarding special education, some critics argue that they may lack the resources, expertise, or capacity to effectively meet the diverse needs of students with disabilities. This can result in disparities in access to special education services and supports between charter schools and traditional public schools.
 6. ****Potential for Profiteering and Privatization****: Critics of charter schools raise concerns about the potential for profiteering and privatization within the public education system. Some for-profit charter school operators may prioritize financial interests over educational outcomes, leading to the commodification of education and the erosion of public accountability. Additionally, the expansion of charter schools may divert public resources away from traditional public schools, undermining the principle of equitable access to quality education for all students.
- Overall, while charter schools offer alternative approaches to education and may provide valuable options for some families, it is important to consider the potential negative aspects and challenges associated with charter school governance, accountability, equity, and access. Effective oversight, regulation, and transparency are essential to ensure that charter schools fulfill their mission of providing high-quality education and serving the needs of all students in the public education system.

City of Kissimmee Advisory Board Member Application

Describe aspects of current public schools you would like changed? Please be specific and explain how they should be changed. *

There are several aspects of current public schools that I believe could benefit from change, particularly in the realm of financial education. Here are some specific areas for improvement and proposed changes:

1. ****Integration of Financial Literacy into Curriculum****: One significant change I would advocate for is the integration of comprehensive financial literacy education into the standard curriculum across all grade levels. This education should cover topics such as budgeting, saving, investing, debt management, understanding credit, and making informed financial decisions. By embedding financial literacy into various subjects, students can develop essential life skills that will empower them to navigate personal finances responsibly.
2. ****Early Start to Financial Education****: Financial education should begin at an early age, starting as early as elementary school. Concepts of money, saving, and responsible spending can be introduced through age-appropriate activities and discussions. As students progress through grade levels, the complexity of financial topics can increase, ensuring that students develop a solid foundation of financial knowledge and skills over time.
3. ****Practical Application and Real-Life Scenarios****: Financial education should incorporate practical, real-life scenarios to help students understand the relevance and applicability of financial concepts. This could involve interactive exercises, simulations, case studies, and guest speakers from financial institutions or community organizations. By engaging students in hands-on learning experiences, they can develop critical thinking skills and apply financial principles to real-world situations.
4. ****Incorporation of Technology and Digital Literacy****: Given the increasing importance of technology in financial transactions and management, financial education should also include components of digital literacy and online financial management tools. Students should learn how to navigate online banking platforms, understand digital payment systems, and recognize potential risks associated with online financial transactions. By incorporating technology into financial education, students can become more adept at managing their finances in an increasingly digital world.
5. ****Teacher Training and Professional Development****: To effectively implement financial education initiatives, it is essential to provide teachers with adequate training and professional development opportunities. Teachers should receive training on financial literacy content, instructional strategies, and resources to effectively teach financial concepts in the classroom. Ongoing support and professional development can help teachers feel confident and equipped to deliver high-quality financial education to their students.
6. ****Community Partnerships and Resources****: Public schools should leverage community partnerships and resources to enhance financial education initiatives. Collaboration with local financial institutions, nonprofit organizations, and community leaders can provide valuable resources, expertise, and opportunities for students to gain real-world exposure to financial concepts. Guest speakers, field trips, internship programs, and mentorship opportunities can enrich the financial education experience and help students connect classroom learning to the broader community. Overall, by prioritizing financial education and implementing these changes, public schools can better prepare students to make informed financial decisions, manage their finances effectively, and achieve financial well-being in adulthood. This investment in financial education can empower students with essential life skills that are critical for success in today's complex and ever-changing economic landscape.

City of Kissimmee Advisory Board Member Application

What is your philosophy regarding establishment of a standard of dress for students?*

The establishment of a standard dress code, including the implementation of a standard uniform, can be a topic of debate within educational settings. My philosophy regarding the adoption of a standard uniform for students is rooted in the belief that it can promote a positive and inclusive learning environment while also addressing various practical concerns. Here are some key aspects of my philosophy:

1. ****Promotion of Equality and Inclusivity****: A standard uniform can help promote equality among students by minimizing socioeconomic differences and reducing the pressure to conform to certain fashion trends or brands. Regardless of their background or financial means, all students are dressed in the same attire, fostering a sense of inclusivity and unity within the school community.
2. ****Reduction of Peer Pressure and Bullying****: Uniforms can help mitigate peer pressure and bullying related to clothing choices. When students are dressed uniformly, there is less focus on external appearances and fashion preferences, reducing the potential for judgment or teasing based on clothing. This can contribute to a more positive social environment where students are valued for their individuality and character rather than their outward appearance.
3. ****Enhancement of Focus on Learning****: By removing distractions associated with clothing choices, a standard uniform can help students focus more on their academic pursuits and classroom activities. Without the need to make daily decisions about what to wear, students can allocate more time and mental energy to their studies, leading to improved concentration and academic performance.
4. ****Facilitation of School Safety and Security****: Uniforms can enhance school safety and security by making it easier for staff to identify students and monitor access to campus. This can help prevent unauthorized individuals from entering the school premises and contribute to a greater sense of safety among students, staff, and parents.
5. ****Fostering a Sense of Identity and Belonging****: While uniforms promote uniformity in appearance, they can also foster a sense of identity and belonging within the school community. By wearing a uniform representing their school colors or insignia, students can feel pride in their school affiliation and develop a stronger sense of belonging to the school community.
6. ****Preparation for Professional Environments****: Uniforms can help prepare students for future professional environments where dress codes are common. By adhering to a standard uniform policy during their formative years, students learn the importance of dressing appropriately for different contexts and develop habits of professionalism that can benefit them in their future careers.

In summary, while the adoption of a standard uniform may not be suitable for every educational setting, it can offer numerous benefits in promoting equality, inclusivity, safety, focus on learning, and a sense of identity among students. Ultimately, the decision to implement a standard uniform should be made in consultation with stakeholders and with careful consideration of the unique needs and culture of the school community.

City of Kissimmee Advisory Board Member Application

Please explain your philosophy regarding student discipline. *

My philosophy regarding student discipline centers on the idea of cultivating a positive school culture based on respect, responsibility, and accountability, while also providing students with opportunities for growth and learning from their mistakes. Here are the key elements of my philosophy:

1. ****Education of Core Values****: Central to effective student discipline is the education and reinforcement of core values that guide behavior and interactions within the school community. These values may include respect, responsibility, integrity, empathy, and cooperation. By explicitly teaching and modeling these values, schools can create a shared understanding of expected behaviors and foster a positive school climate where all members feel valued and respected.
2. ****Clear and Consistent Guidelines****: It is essential to establish clear and consistent guidelines for behavior and conduct that are communicated to students, parents, and staff. These guidelines should outline expectations for behavior, consequences for violations, and procedures for addressing disciplinary issues. By providing clarity and transparency, students understand the standards they are expected to uphold and the consequences of their actions.
3. ****Positive Reinforcement and Recognition****: Positive reinforcement plays a crucial role in promoting desirable behaviors and motivating students to adhere to guidelines. Schools should actively recognize and celebrate students who demonstrate positive behavior, effort, and character. This can include verbal praise, certificates, rewards, or other forms of acknowledgment that reinforce the importance of following guidelines and embodying core values.
4. ****Restorative Practices and Conflict Resolution****: When disciplinary incidents occur, schools should prioritize restorative practices and conflict resolution strategies that focus on repairing harm, restoring relationships, and promoting accountability. This approach emphasizes dialogue, empathy, and problem-solving skills, rather than punitive measures alone. Restorative practices encourage students to take ownership of their actions, understand the impact of their behavior, and work towards resolution and reconciliation.
5. ****Progressive Discipline with Firm Consequences****: While promoting a supportive and restorative approach to discipline, schools must also maintain firm and consistent consequences for students who repeatedly violate guidelines or engage in serious misconduct. Progressive discipline strategies may involve escalating consequences for repeated infractions, such as warnings, loss of privileges, detention, restitution, or temporary suspension. These consequences should be applied fairly and impartially, with a focus on promoting accountability and encouraging behavior change.
6. ****Supportive Interventions and Resources****: It is essential to provide supportive interventions and resources to address underlying issues contributing to student misbehavior. This may involve counseling, mentoring, academic support, social-emotional learning programs, or referral to external resources and services. By addressing the root causes of behavior problems and providing targeted support, schools can help students overcome challenges and develop positive coping strategies.

In summary, my philosophy regarding student discipline emphasizes the importance of educating core values, establishing clear guidelines, providing positive reinforcement, promoting restorative practices, implementing firm consequences when necessary, and offering supportive interventions. By fostering a culture of respect, responsibility, and accountability, schools can create a safe and supportive learning environment where all students can thrive academically, socially, and emotionally.

Are you interested in your child attending the Kissimmee Charter School? If so, please explain why. *

My stepdaughter is attending a Kissimmee Charter School and she is very happy.

Collection of Demographic Information

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics for some types of advisory boards.

City of Kissimmee Advisory Board Member Application

Are you a member of any of the following minority groups? *

- ☒ Hispanic
- ☐ White, non-hispanic
- ☐ Black or African American
- ☐ American Indian or Alaska Native, non-hispanic
- ☐ Asian
- ☐ Native Hawaiian or other Pacific Islander

What is your gender? *

- ☐ Man
- ☒ Woman

Are you physically disabled? *

- ☐ Yes, I am physically disabled
- ☒ No, I am not physically disabled

Certification & Requirements Acknowledgement

By filing this application with the City of Kissimmee and placing my signature below,
I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests (Form 1) for the Board of Adjustment, any Pension Board, and the Planning Advisory Board upon the appointment to such board. <http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the [online Guide to Sunshine Amendment and Code of Ethics](#).
5. I understand the responsibilities associated with being a board/committee member, and will have adequate time to serve on this board/committee.

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

City of Kissimmee Advisory Board Member Application

Rebeca Marin

Rebeca Marin, RN

1625 Colony Ave., Kissimmee Florida 34744

Phone: 407-489-5228, E-Mail: Rebeca.marinrn@gmail.com

Business Partner/ Vice President/ Nurse Executive

An energetic and dedicated Registered Nurse Administrator with expertise in leadership, management, acute critical care, staff development, and family advocacy. Demonstrated the ability to catapult, lead, and motivate an interdisciplinary team in order to provide top-quality patient care. An entrepreneur with strong business acumen to drive cost-efficient hospitals and highly effective nurse teams. Exceptional capacity to multitask and manage numerous competing priorities with ease while fostering an environment of superior patient care and safety. Administrative and triaging experience, including admissions, assessments, treatments, triaging, and education for a wide range of nurse staff and patients in a highly intense environment. Widely recognized as an excellent care clinician and patient advocate. Outstanding interpersonal and communication skills: Fluent in Spanish and English. Superior accuracy in charting patient history and present medical plans and documentation required by regulations.

Skill Areas: ♦ Time management ♦ Computer skills ♦ Communication ♦ Interpersonal skills ♦ Transferable skills ♦ Problem-solving ♦ Team-Oriented ♦ Strong Interpersonal & Communication Skills ♦

PROFESSIONAL EXPERIENCE

Almost Family LHC Group, Altamonte Springs, Florida (Oct 2020- May 2022)
Executive Director R.N.

LHC Group is the preferred post-acute care partner for hospitals, physicians and families nationwide. From home health and hospice care to long-term acute care and community-based services, we deliver high-quality, cost-effective care that empowers patients to manage their health at home. More than 60 leading hospitals and health systems around the country have partnered with LHC Group to deliver patient-centered care in the home. More hospitals, physicians and families choose LHC Group, because we are united by a single, shared purpose: **It's all about helping people.**

Essential Functions

- Ensures that only qualified personnel are hired. Verifies licensure, certification and credentialing as required by law and policy
- prior to employment and annually thereafter. On an on-going basis, ensure maintenance of records to support competency of all personnel
- Manage applicable participants of the E.V.V. (Electronic Visit Verification) program to achieve the compliance
- Provides and oversees orientation for employees.
- Assures regularly scheduled continuing education for personnel and supervises compliance of staff with online learning management courses.
- Assists with staff recruitment to ensure that adequate staffing is maintained. Operates within the staffing laws and regulations.
- Acts as a liaison between staff, patients, the medical community, and upper management to ensure information is shared appropriately among the LHC Team.
- Performs staff conferences as needed and mandatory in-services including but not limited to monthly staff/safety.
- Evaluating performance of staff and identifying and implementing methods of professional development as per company policies and procedures.
- Supervises the maintenance and accuracy of patient care and employee records. Ensures compliance to company policies and procedures.

- Ensures confidentiality and security of clients/patients and employees.
- Oversee staffing requests and the ability to meet employee needs. Taking appropriate action as needed to provide quality services.
- Coordinates admission of all patients.
- Monitors client charts. Updates Plan of Care at least every 3 months to make sure all information is accurate and up to company compliance requirements.
- Inputs client information into CBS System in a timely manner. Makes sure information is complete, accurate, and within policies and procedures.
- Ensures all appropriate and updated employee staffing/scheduling comments are in the computer, including but not limited to DNU (do not use) status.
- Maintains good working relationships with clients, families, other healthcare teams, and employees.
- Provides supervision to direct employees.
- Responds promptly to all hourly care and insurance case including claim documentation.
- Documents all employee and client related activities in a timely manner.
- Supervises daily office activities to ensure that effective and efficient operations are in place to provide quality service and assist as needed.
- Develops and works within quarterly/annual office compliance requirements.
- Participates in orientation and in-services education as per company policies.
- Reviews weekly operations reports, weekly metrics, productivity and agency financial statements to ensure the organization is on target with budgeted goals. Follows up, addresses issues, and implements action plans as appropriate to meet financial goals.
- Responds to and effectively deals with client and employee complaints and implementation plan for promptly resolutions.
- Participates in the QAPI program. Ensures follow-up on any required action plan.
- Accessible and available during all hours in which services are being provided to clients.
- Ensures phones are answered promptly with messages accurately documented and delivered to appropriate stakeholders.
- Responsible for weekly face to face sales.
- Case Management of clients/patients as per policies and procedures.
- All other duties as assigned.

Lucretius Consulting LLC, Kisimmee, Florida (Jan 2020- Present)
Chief Executive Officer, Owner. Consulting for Healthcare Organizations

- Responsible for excellence in clinical services, patient advocacy, patient and employees education, cost controls to insure maximum effectiveness of funds expended from the approved departmental budgets. Maintains company budget goals. Helping healthcare organizations to resolve internal and external challenges.
- Costs and transparency. Implementing strategies and tactics to address growth of medical and pharmaceutical costs and impacts to access and quality of care.
- Consumer experience. Understanding, addressing, and assuring that all consumer interactions and outcomes are easy, convenient, timely, streamlined, and cohesive so that health fits naturally into the “life flow” of every individual’s, family’s and community’s daily activities.
- Delivery system transformation. Operationalizing and scaling coordination and delivery system transformation of medical and non-medical services via partnerships and collaborations between healthcare and community-based organizations to overcome barriers including social determinants of health to effect better outcomes.
- Data and analytics. Leveraging advanced analytics and new sources of disparate, non-standard, unstructured, highly variable data (history, labs, Rx, sensors, mHealth, IoT, Socioeconomic, geographic, genomic, demographic, lifestyle behaviors) to improve health outcomes, reduce administrative burdens, and support transition from volume to value and facilitate individual/provider/payer effectiveness.
- Interoperability/consumer data access. Integrating and improving the exchange of member, payer, patient, provider data, and workflows to bring value of aggregated data and systems (EHR’s, HIE’s, financial, admin, and clinical data, etc.) on a near real-time and cost-effective basis to all stakeholders equitably.

- Holistic individual health. Identifying, addressing, and improving the member/patient's overall medical, lifestyle/behavioral, socioeconomic, cultural, financial, educational, geographic, and environmental well-being for a frictionless and connected healthcare experience.
- Next-generation payment models. Developing and integrating technical and operational infrastructure and programs for a more collaborative and equitable approach to manage costs, sharing risk and enhanced quality outcomes in the transition from volume to value (bundled payment, episodes of care, shared savings, risk-sharing, etc.).
- Accessible points of care. Telehealth, mHealth, wearables, digital devices, retail clinics, home-based care, micro-hospitals; and acceptance of these and other initiatives moving care closer to home and office.
- Healthcare policy. Dealing with replace/modification of current healthcare policy, regulations,
- Privacy/security. Staying ahead of cybersecurity threats on the privacy of consumer and other healthcare information to enhance consumer trust in sharing data. Staying current with changing landscape of federal and state privacy laws

Assisting Hands Gulf Coast, Tampa, Florida (Nov 2016- Jan 2020)

Chief Operations Officer, Alternate Administrator, Director of Nursing Home Care Agency

- Responsible for cost controls to insure maximum effectiveness of funds expended from the approved departmental budgets. Maintains company budget goals.
- Promotes the mission, vision, and values of the organization.
- Knows and practices the prescribed philosophy, purpose, policies, and standards of Nursing/Patient Care Services.
- Organizes, directs, and administers the Nursing/Patient Care Services in order to provide the level of care required by current medical and nursing standards.
- Plans and coordinates strategic planning & budgeting requirements for personnel, supplies, and equipment.
- Supports and develops Nursing/Patient Care Services in the coordination of the employee selection process, work assignments, performance evaluations, and staff development for these services.
- Maintains continuing quality assessment and improvement analysis and evaluation of patient care delivery and communicates with company President on the activities/issues of Nursing/Patient Care Services.
- Plans and recommends to company President new facilities or equipment, or modifications needed to provide patient care
- Recommends, supports, and participates in education services, programs of education, and training, including orientation of new employees. Encourages and facilitates the professional advancement of employees by mentoring administrative team members for further education and experience.
- Recommends the modification, addition, or deletion of personnel policies to ensure reasonable hours and acceptable working conditions to provide patient care coverage.
- Initiates and participates in problem-solving, policy forming for Nursing/Patient Care Services. Maintains close coordination with the department to ensure continuity and collaboration of services.
- Ensures that cordial relationships are maintained with patients, their families and friends, and other interested groups in the community. Interprets the goals of the Nursing/Patient Care Services areas to the community by maintaining harmonious and effective continuity of care to the community we serve.
- Participates in policy decisions that affect Nursing/Patient Care Services.
- Plans and organizes Staff Meetings.
- Supervises and manages directly all personnel who provide direct client care.

Citra Health Solutions, Jacksonville, Florida (Apr 2016- Oct 2016)

RN Supervisor Chronic Disease Case Management

- Represented Citra Health Solutions core values (Integrity, Compassion, Balance, Excellence, Stewardship, and Teamwork); Recognized and awarded "Role Model of Excellence" in September 2016.

- Improved staff competency by providing educational resources, balancing work requirements with learning opportunities, evaluating the application of learning to changes in treatment results. Increased from 25% to 91% billable hours for the company.
- Improves treatment results by studying, evaluating, and re-designing processes, implementing changes, rewriting policies and procedures.
- Improves financial status by analyzing results, monitoring variances, identifying trends, recommending actions to management; an estimated hospitalization readmission avoidance of \$12M
- Establishes treatment programs by setting schedules and routines, coordinating services, arranging resources, including transportation and escorts, observing and evaluating treatments and responses, advocating for needed services and entitlements, intervening in crises, and advocating for timely treatments. Improved HEDIS compliance scores by 31%
- Determines clients' requirements by completing intake interviews and psychiatric evaluations (therapeutic medical and psycho-social), reviews therapist evaluations, care treatment objectives, and plans.
- Communicates clients' progress by conducting interdisciplinary meetings and evaluations, disseminating results and obstacles to therapeutic team and family, and identifying treatment influences.
- Prepares clients' discharge by reviewing and amplifying discharge plans, coordinating discharge and post-discharge requirements, orienting and training family members, and providing social resources.

Pocono Medical Center, Stroudsburg, Pennsylvania (Dec 2015- Apr 2016)
Administrative RN House Supervisor

- Acted as a catalyst on patient safety and excellent care by establishing multidisciplinary team strategies and building rapport with physicians and administrators at all levels.
- Maintained nursing staff by recruiting, selecting, orienting, and training nurses and auxiliary staff. Increased nursing staff satisfaction by 80%. Reduced turnover rate from 50% to 20%.
- Established a compassionate environment by providing emotional, psychological, and spiritual support to patients and their families. Addressed concerns and answered questions promptly.
- Achieved financial objectives by preparing an annual budget of \$9M, scheduling expenditures, analyzing variances, and initiating corrective actions.
- Maintained nursing operational guidelines by initiating, coordinating, and enforcing program, operational, and personnel policies and procedures, updated policies to address discrepancies when necessary, such as infection-control, medication administration, storage procedures, and controlled substance.
- Assured quality of care by developing and interpreting hospital and nursing division's philosophies and standards of care, enforcing adherence to state board of nursing and state nurse practice act requirements and to other governing agency regulations, measuring health outcomes against standards, and implemented improvements. Improved quality audits significantly.
- Maintained high nursing job results by coaching, counseling, and disciplining employees, and planning, monitoring, and appraising job results.
- Promoted patient's independence by establishing patient care goals, teaching and counseling patients, friends, and family and reinforced their understanding of the disease, medications, and self-care skills.
- Maintained documentation of patient care services by auditing patient and department records.
- Ensured operation of medical and administrative equipment by verifying emergency equipment availability, completing preventive maintenance requirements, following manufacturer's instructions, troubleshooting malfunctions, calling for repairs, maintaining equipment inventories, evaluating new equipment and techniques.
- Maintained accurate nursing supplies inventory by studying usage reports, identifying trends, anticipating needed supplies, approving requisitions, and cost allocations.

Florida Living Nursing Center, Apopka, Florida (Jul 2015- Dec 2015)
Administrative RN House Supervisor

- Responsible for the quality of patient care, reviewed, developed and enforced policies and procedures.
- Ensured patient admissions, transfers, and discharge care services delivered on timely manner & efficiency.
- Collaborated with physicians, other multidisciplinary healthcare providers, patients and families to ensure they get the proper plan of care.
- Facilitated best industry practices in accordance with JCAHO and AHCA compliance.
- Served as an advisor to solve staff and patient issues.
- Handled corrective action of staff members to maintain a cohesive and safe environment.
- Handled staffing, payroll and numerous administrative functions for over 140 employees.
- Followed up on medical, restraint, narcotics, and chart audits for the facility.
- Handled all education for staff including but not limited to in-services as well as various competencies to maintain patient satisfaction, efficiency, and quality improvement.

Malco of Central Florida, Kissimmee, Florida (Sep 2014- Dec 2016)
Chief Executive Officer

- Won antique car show awards for Best Interior, Custom Daily Driver, Best Clean & Shine.
- Develop, lead, and execute market-specific sales strategies.
- Sales growth has exceeded 100% year over year.
- Build, develop, improve, influence, and expand relationships with key market sector customer groups.
- Drive industry-leading customer satisfaction.
- Demonstrate leadership and organizational cultural values.
- Plan and develop efficient quality financial performance.
- Demonstrate innovation in evaluating, funding, and pursuing productive market opportunities (e.g., apply an entrepreneurial drive, spirit, and venture-capitalist mindset, perform financial analyses to identify opportunities).
- Analyze and manage Profit and Loss statements.
- Analyze budget performance and variances throughout the year, and make necessary adjustments and corrections.

Florida Hospital Translife, Orlando, Florida (Sep 2010- Aug 2014)
Organ Procurement Coordinator RN

- Represented Florida Hospital core values (Integrity, Compassion, Balance, Excellence, Stewardship, and Teamwork) to all 46 hospitals; Recognized and awarded for "Role Model of Excellence" in 2012.
- Implemented and coordinated hospital development and professional multidisciplinary staff and members of the civic community education programs using a team leadership style approach.
- Presented at clinical meetings (i.e. approach meetings, referral meetings, multidisciplinary collaborative meetings, Q.A. meetings, utilization review meetings) to all 46 hospitals.
- Coordinated the organ referral process: Able to receive referrals, process and implement plan of action, communicated effectively with recovery surgeon, AOC, and consulting MDs to achieve donor stability and optimize end-organ function, managed Donor Process Plan with hospital and Translife staff.
- Evaluated patient suitability on all age groups (Neonate to Geriatrics) by applying knowledge of age-specific medical clinical issues on potential donation after cardiac and brain death donors.
- Effectively requested and obtained authorization for organ donation from families experiencing difficult emotional/grieving conditions by providing emotional support and information on the benefits of organ, tissue, and eye donation.

- Coordinated and directed recovery plan with multiple hospitals and their recovery teams. Managed the operating room during the recovery phase.
- Preceptor of new organ procurement coordinators including classroom instruction, onsite management, time management instruction.
- Provided education in Hospital Development Activities to all 46 hospitals such as Organ Transplant Conferences, DCD Workshops, Care of the Organ Donor Workshops, New Nurse Orientation, and Medical Records Review.
- Led and participated in annual community services events (i.e. radio interviews and conferences) and led ongoing Translife quality improvement projects.

Dr. P. Phillips Hospital (DPH), Orlando, Florida (Sep 2006 –Sep 2010)
ICU Staff Nurse, Charge Nurse, Rapid Response Nurse

- Acted as a catalyst on patient safety and excellent care by establishing multidisciplinary team strategies and building rapport with physicians and administrators at all levels.
- Assured quality of care by developing and interpreting hospital and nursing division's philosophies and standards of care, enforcing adherence to state board of nursing and state nurse practice act requirements and to other governing agency regulations, measuring health outcomes against standards, and implemented improvements. Improved quality audits significantly.
- Key contributor of unit quality assurance program UNPC to improve nursing practice and build collaboration throughout the multidisciplinary teams.
- Exhibited motivation and dedication by providing the highest quality of care to each patient while teaching proper client care technique to others. Serve as a Pain Resource Nurse.
- Applied principles of aseptic and sterile technique and infection control. Assisted physicians for all invasive procedures and administered sedation medications.
- Promoted patient's independence by establishing patient care goals, teaching and counseling patients, friends, and family and reinforced their understanding of the disease, medications, and self-care skills.

Consulate Healthcare, Kissimmee, Florida (Jan 2007- Jan 2008)
Assistant Director of Nursing

- Facilitated and reinforced practices in accordance with JCAHO and AHCA standards and regulations. Served as a resource to staff and patient issues.
- Handled staffing, payroll and numerous administrative functions for over 140 employees. Also, handled follow up on medical, restraint, narcotic, and chart audits for the facility.
- Handled all ongoing education to staff including but not limited to in-services as well as various competencies to maintain patient satisfaction, efficiency, and quality improvement

EDUCATION

M.S. Nursing Leadership and Management
Western Governors University (Nov. 2023)

Bachelor of Science in Nursing
Western Governors University (2018)

Associate of Science in Nursing
Valencia Community College (2006)

Registered Nurse Licenses: FL, CA, CT, TX, PA, eNLC RN Compact State

CERTIFICATIONS AND PROFICIENCIES

Certifications: Improvement Capability, Patient Safety, Leadership, Patient & Family Centered Care and Triple Aim for Populations; Ventilator care including Mechanical Ventilation, Oscillator Ventilation and Positive Pressure Non Invasive Ventilation; 12 Lead EKG; IABP Therapy; ABG Interpretation; Telemetry; Phlebotomy; Basic life Support and Advanced Cardiac Life Support; Pediatrics Advance Life Support; Continuous Renal Replacement Therapy.

Proficiencies: Leadership; Management; Case Management; ICU; CCU; ER; Med-Surgical; Physician Assist for all Invasive Procedures; Narcotic Administration including Drips; Administer Anesthesia Medications for Sedation; Sterile Technique and infection Control; Triple lumen CVP; AV fistulas; Abdominal Hypertension, Trauma and Catastrophic Brain Injuries, Shock, Care Plan Creation and Implementation; NG/Sump & Peg tubes; Patient/family education; Conducting in-services to staff and community; Computerized documentation (i.e. Sunrise, EPIC, I-Extend, McKesson, EZCare, E-Clinical Works, AxisCare).



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

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