



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 3, 2024 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**
 - 3.A Proclamation - Senior Resource Alliance
 - 3.B Employee of the Month for September
- 4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

- 4.A Public Hearing - First Reading - Proposed Ordinance #24-12 Amending the City Investment Policy

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 3, INVESTMENTS, PROVIDING FOR MODIFICATIONS TO THE CITY'S INVESTMENT POLICY OF CITY FUNDS PURSUANT TO REQUIREMENTS OF FLORIDA STATUTE 218.415; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

- 4.B Public Hearing - First Reading - Proposed Ordinance #24-13 Amending the Code of Ordinances, Chapter 8, Aviation, to implement an Airport Aircraft Landing Fee and Airspace Zoning

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 8, AVIATION, AMENDING ARTICLE III, AIRPORT REGULATIONS, ADOPTING A TRANSIENT AIRCRAFT LANDING FEE POLICY; RE-ADOPTING ARTICLE V, AIRSPACE ZONING; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

- 5. PUBLIC HEARINGS**

- 5.A Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2024-2025

- 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 August 6, 2024, August 20, 2024, Commission Meetings, and August 8, 2024 and August 27, 2024, Special Meetings

- 7.B Reclassify funding from the Florida Department of Law Enforcement (FDLE) Cyber Task Force as a Grant
- 7.C Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program
- 7.D Task Order No. 4 for Professional Service Agreement with Avcon, Inc., for Airport Air Traffic Control Tower
- 7.E Resolution electing to "opt-out" of providing the Live Local Act Property Tax Exemption pursuant to FL Statute 196.1978(3)(o)
- 7.F Approval of Consent for Investment Advisor Unification
- 7.G Walmart Foundation Spark Good Local Grant Application
- 7.H Approval of staffing plan and budget classifications for the Haven on Vine program
- 7.I Approval of Interagency Agreement between the Miami Beach Police Department and Kissimmee Police Department
- 7.J Federal Aviation Administration Grant Offer for Taxiway Delta Improvements – Construction & Engineering

8. DISCUSSION ITEMS

- 8.A Follow-Up on Commission Retirement Benefit Options
- 8.B Advisory Board Vacancy: Parks and Recreation 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 (1st Budget Hearing) with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

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

ITEM 3.A

Proclamation - Senior Resource Alliance

Request

To present a proclamation to Karla Radka from Senior Resource Alliance in appreciation of their generous donation to the Kissimmee Police Department.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Senior Resource Alliance

Proclamation



SENIOR RESOURCE ALLIANCE

WHEREAS, the Senior Resource Alliance has demonstrated an unwavering commitment to enhancing the safety and well-being of our community through generous contributions and support; and

WHEREAS, the SRA has generously donated two scent-trained Bloodhounds, valued at \$15,000 each, to the Kissimmee Police Department; and

WHEREAS, these Bloodhounds are specifically trained in scent discrimination, significantly enhancing our police department's capability in locating missing persons and protecting those at risk, thereby contributing to the safety and security of our community; and

WHEREAS, the collaborative efforts between the Senior Resource Alliance and our law enforcement agency exemplify the spirit of partnership and community service that strengthens our society; and

WHEREAS, the Senior Resource Alliance's continuous dedication to supporting vital public safety initiative is deeply appreciated and recognized by all residents of our community; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby express our profound gratitude to the **"Senior Resource Alliance"** for their generous donation of two scent-trained Bloodhounds to the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 20th day of August, 2024.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B

Employee of the Month for September

Request

That the Commission join the City Manager recognizing Magdalena "Maggie" Rivera of the Development Services Department as the Employee of the Month for September.

Explanation

The City is pleased to honor Magdalena "Maggie" Rivera as the Employee of the Month for September. Magdalena has been with the City for almost 2 years and currently serves as a Permit Technician for the Development Services Department. Maggie has been an outstanding team player, consistently showing a willingness to help all citizens with kindness, care, and consideration. Her positive attitude and dedication inspires her coworkers. Maggie plays a crucial role in communicating with our Public Works & Engineering department, ensuring our inspectors have the correct information to service our citizens.

Beyond her primary responsibilities, Maggie is always ready to assist her coworkers, taking the time to teach and explain complex situations. This not only enhances the team's understanding but also strengthens our overall efficiency. Many citizens have expressed their appreciation for Maggie's friendly and helpful demeanor over the phone, highlighting her commitment to resolving their concerns. Maggie's exceptional commitment to her role, her colleagues, and the citizens she serves makes her a truly deserving Employee of the Month. For these reasons and more, the City would like to recognize Magdalena "Maggie" Rivera.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - First Reading - Proposed Ordinance #24-12 Amending the City Investment Policy

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 3, INVESTMENTS, PROVIDING FOR MODIFICATIONS TO THE CITY'S INVESTMENT POLICY OF CITY FUNDS PURSUANT TO REQUIREMENTS OF FLORIDA STATUTE 218.415; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

Request

Approval of the First Reading of Proposed Ordinance #24-12 to amend the City's Investment Policy.

Explanation

It has been a number of years since the City's investment policy has been updated. An investment policy provides guidance on the investment of public funds, including permissible investment instruments, standards of care for invested funds, and the role of staff and professional advisors in the investment program. On May 21, 2024 the City Commission approved the engagement of PFM Asset Management as the City's Investment Advisor. Staff has worked with PFM to bring our policy up to date to current standards. Summarized changes include:

IX. RISK AND DIVERSIFICATION (Page 11) Removed some language as it will be described in the authorized investments and portfolio composition section.

X. AUTHORIZED PUBLIC DEPOSITORY AND BROKER DEALERS (Page 11) Now includes language for investment advisor for transparency purposes.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS (Page 12) Removed some language as it will be referenced in the Authorized Investments and Portfolio Composition under General Portfolio Investment Guidelines.

XVII. PERFORMANCE MEASUREMENT (Page 15) Now includes another performance measurement to allow for flexibility in the event the City would like to change investment strategies that are longer, but within the duration limits set forth. It now includes language for the investment advisor's report on performance.

XIX. INVESTMENT POLICY ADOPTION (Page 16) - New

Attachment A: Glossary of Cash and Investment Management Terms (Page 17-34) - New

Attachment B: Investment Pool/Fund Questionnaire (Page 35) - New

Recommendation

Staff recommends approval of the First Reading of this proposed ordinance.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter: Tavia Ritchie

City of Kissimmee

Attachment(s):

1. Proof of Advertising (Publication Date: August 29, 2024)
2. Proposed Ordinance # 24-12 - Amending Article VI. Finance Division 3 Investments



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: DveMMKqGvNw1zyPkfQGg | **Proof Updated: Aug. 22, 2024 at 09:18am EDT**

Notice Name: COK*ORDINANCE 24-12 - City Investment Policy

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

08/29/2024: Legal and Public Notice 65.86

Subtotal	\$65.86
Tax %	0
Processing Fee	\$6.59
Total	\$72.45

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, September 3, 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, September 17, 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 # 24-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 3, INVESTMENTS, PROVIDING FOR MODIFICATIONS TO THE CITY'S INVESTMENT POLICY OF CITY FUNDS PURSUANT TO REQUIREMENTS OF FLORIDA STATUTE 218.415; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR 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).

August 29, 2024

**PROPOSED ORDINANCE # 24-12
ORDINANCE NO.**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, DIVISION 3, INVESTMENTS, PROVIDING FOR MODIFICATIONS TO THE CITY'S INVESTMENT POLICY OF CITY FUNDS PURSUANT TO REQUIREMENTS OF FLORIDA STATUTE 218.415; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Investments of the City are subject to Section 218 415, Florida Statutes which provides that investment activity of the City must be consistent with an investment plan adopted by the government body, and

WHEREAS, the City desires to adopt the following investment policy as is consistent with the requirements of the law.

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

SECTION 1. RECITALS. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance.

SECTION 2. AMENDMENT OF ARTICLE VI, DIVISION 3, TITLED "INVESTMENTS"
The enumerated Chapters 2-830 through and including Chapter 2-848, of the Code of Ordinances of the City of Kissimmee, Florida, titled, "Investments" is hereby deleted and replaced with the following:

I. PURPOSE

This Investment Policy ("Policy") sets forth the investment objectives and parameters for the management of public funds of City of Kissimmee, Florida (hereinafter "City"). This Policy is designed to ensure the prudent management of public funds, the availability of operating funds when needed, and a competitive investment return.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this Investment Policy applies to all financial assets of the City, in excess of those required to meet current expenses. This policy shall not apply to Pension Funds and funds related

to the issuance of debt where there are other existing policies or indentures in effect for such funds.

The City will consolidate various funds into a single portfolio for investing purposes. Consolidation maximizes investment earnings and increases efficiencies relative to investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation.

III. INVESTMENT OBJECTIVES

- A. **Safety of Capital**- The primary objective of the investment program covered by this Policy is the preservation of capital of those funds in the portfolio. The portfolio shall be managed to minimize capital losses by adherence to the restrictions outlined in this Policy. While the City's investment portfolio will consist of relatively low-risk securities, the occasional recognition of a paper loss on a security will be acceptable. The risk of capital losses from interest rate fluctuations in the markets will be minimized by the practice of holding investments through to maturity.
- B. **Maintenance of Liquidity**- The portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed to ensure that the portfolio is positioned to provide adequate liquidity.
- C. **Return on Investment** - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, while considering the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. AUTHORIZATION TO NEGOTIATE AND EXECUTE DOCUMENTS, DELEGATION OF AUTHORITY

The responsibility for providing oversight and direction for the management of the investment program resides with the City's Finance Director (hereinafter "Director") or the City Manager's designee. The Director is authorized to negotiate and execute documents relative to this investment policy to effectuate investments as required or appropriate. The City Clerk is authorized to attest and affix the City Seal to investment documents as required or appropriate. The City may retain an Investment Advisor to assist with managing City funds. Such Investment Advisor must be registered under the Investment Advisors Act of 1940. Investment responsibility shall avoid any transaction that might impair public confidence in the City as custodian of the public trust.

V. STANDARDS OF CARE

- A. The standard of care to be used by the Director and his/her authorized staff shall be the "Prudent Person Rule" standard as stated in Florida Statutes Section 218.415 and shall be applied in the context of managing an overall portfolio. Authorized staff acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely fashion to the Director and the liquidity and the sale of securities are earned out in accordance with the terms of this policy. The "Prudent Person Rule" states the following:

"Investments should be made with Judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

- B. Any person or firm hired or retained to invest, monitor, or advise (hereinafter referred to as Investment Advisor) concerning these assets shall be held to the higher standard of "Prudent Expert"

VI. ETHICS AND CONFLICTS

Investment Advisor and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, the Investment Advisor and authorized staff shall disclose in writing to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose in writing to the City Manager any material personal financial/investments that could be related to the performance of the City's portfolio.

VII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

- A. Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, authorized staff may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City's custodian.

IMPORTANT NOTE: If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Director shall evaluate the downgrade on a case-by-case basis to determine if the security should be held or sold. The Director shall notify the City Manager of such downgrade. The Director shall act as a prudent person

and apply the general objectives of safety, liquidity, yield and legality to make the decision.

- B. The following are the guidelines for investments and limits on security types, issuers, and maturities as established by the City. The Director shall have the option to further restrict investment percentages from time to time based on market conditions.
- C. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment and the amortized book value of all assets under this Investment Policy. The term "of the portfolio" means this calculation.
- D. Should reductions in the total amortized book value of all assets under this Investment Policy cause percentages after purchase to exceed limits set at the time of purchase, the Director shall evaluate the excesses on a case-by-case basis to determine if the security should be held or sold. The Director will apply the general objectives of safety, liquidity, yield and legality to make the decision.
- E. For all securities, forward settlements between the date of purchase and the date of settlement shall be limited to 30 days.
- F. Standard & Poor's, Fitch or Moody's shall be utilized as the Nationally Recognized Statistical Ratings Organization ("NRSRO") recognized by this Policy. All references refer to any of these NRSROs.
- G. All securities purchased must be denominated in U.S. dollars. Securities refer to senior debt obligations in whatever form (unless further specified).
- H. Securities not listed in this Policy are prohibited.

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirements ¹	Maximum Maturity
U.S Treasury	100%	100%	N/A	5.50 Years
United States Government Agencies (full faith and credit of the U.S. Government)	75%	40% ²	N/A	5.50 Years (5.50 Years Average Life for GNMA)
Federal Agency/GSE		40% ²	Senior Debt with same ratings as U.S. Treasury	5.50 Years
Agency Mortgage-Backed	25%	40% ²	Senior debt with same	5.50 Years

Securities (MBS)			ratings as U.S. Treasuries	Average Life ³
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Highest LT Rating Categories (A-1/P-1, AAA-/Aaa, or equivalent)	5.50 Years
Asset-Backed Securities (ABS)	30%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁵
Non-negotiable Certificates of Deposit and Savings Accounts	50%	25%	None, if fully collateralized	1 Year
Repurchase Agreements	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year
Commercial Paper (CP)	50% ⁴	5% ⁷	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days
Corporates	50% ⁴	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years
Banker's Acceptance	15% ⁴	5% ⁷	Highest ST Rating Category (A-1, P-1, or equivalent)	180 Days
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
Mutual Funds	50%	25%	N/A	N/A
Intergovernmental Pools (LGIPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs, if rated	N/A

			(AAAm/AAAf, S1, or equivalent)	
Florida Local Government Surplus Funds Trust Funds (“Florida Prime”)	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A

Notes:

1. Rating by at least one Nationally Recognized Statistical Ratings Organization (“NRSRO”). ST=Short-term; LT=Long-term.
2. Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.
3. The maturity limit for MBS and ABS is based on the expected average life at time of purchase, measured using Bloomberg or other industry standard methods.
4. Maximum allocation to all corporate and bank credit instruments is 50% combined.
5. Maximum exposure to Florida Prime and Intergovernmental Pools is a combined 50%.
6. All limits and rating requirements apply at time of purchase.
7. Combined maximum of 5% per issuer permitted for investment sectors: commercial paper, corporate notes and banker’s acceptances.

- a) **U.S. Treasury & Government Guaranteed** – U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- b) **Federal Agency/GSE** – Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality, or government-sponsored enterprise (GSE).
- c) **Agency Mortgage-Backed Securities** – Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- d) **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments, which are U.S. Federal Instrumentalities, where U.S. is a shareholder and voting member.
- e) **Asset-Backed Securities** – Asset-backed securities (ABS) whose underlying collateral consists of loans, leases, or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
- f) **Non-Negotiable Certificate of Deposit and Savings Accounts** – Non-negotiable interest-bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public

Deposits Act, Chapter 280, Florida Statutes.

- g) **Repurchase Agreements** – Repurchase agreements (Repo or RP) that meet the following requirements:
1. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely payment.
 2. Counterparty must be a Federal Reserve Bank, a Primary Dealer, as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 3. Securities underlying repurchase agreements must be delivered to a third-party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
 4. Acceptable underlying securities include only securities that are the direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 5. Underlying securities must have an aggregate current market value of at least 109% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 6. Final term of the agreement must be one (1) year or less.
- h) **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic or foreign corporation, financial institution, non-profit, or other entity.
- i) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality, or other unit of local government of any State or territory.
- j) **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust, or other entity, including both unsecured debt and asset-backed programs.
- k) **Asset-Backed Securities** – Asset-backed securities (ABS) whose underlying collateral consists of loans, leases, or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
- l) **Money Market Funds** – Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.
- A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.
- m) **Mutual Funds** – Professionally managed investment funds that pool money from many

investors to purchase securities.

- n) **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

- o) **The Florida Local Government Surplus Funds Trust Funds (“Florida Prime”)** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

General Investment and Portfolio Limits

1. General Investment limitations:

- a. Investment must be denominated in U.S. dollars and issued for legal sale in the U.S. markets.
- b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization (NRSRO), unless otherwise specific.
- c. All limits and rating requirements apply at time of purchase.
- d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Manager or Advisor will notify the Director of Finance.
- e. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-funding date, or other mandatory redemption date.

2. General Portfolio Limitations:

- a. The maximum effective duration of the aggregate portfolio is 3 years.

3. Investment in the following are permitted, provided they meet all the other policy requirements:

- a. Callable, step-up callable, called, pre-funded, putable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector.
- b. Variable-rate and floating-rate securities.
- c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector.
- d. Zero coupon issues and strips, excluding agency mortgage-backed interest-only structures (I/Os).
- e. Treasury TIPS

4. The Following are **NOT PERMITTED** investments unless specifically authorized by statute with prior approval of the governing body:

- a. Trading for speculation
- b. Derivatives

- c. Mortgage-backed interest only structures (I/Os)
- d. Inverse or leveraged floating-rating and variable- rate instruments
- e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
- f. Private placements and direct loans, except as commonly transacted by institutional investors (such as under Rule 144A or 4(2) commercial paper) and for which the investor meets the relevant requirements of being an accredited investor or qualified institutional buyer (QIB)
- g. Convertible, high yield, and non U.S. dollar denominated debt
- h. Short sales
- i. Use of leverage
- j. Future and options
- k. Mutual funds, other than fixed income mutual funds and ETFs, and money market funds
- l. Equities, commodities, currencies and hard assets

VIII. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of bond proceeds, reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of seven (7) years or less from the date of settlement. The maximum term or forward settlement of securities shall be thirty (30) days. The overall weighted average duration of principal return for the portfolio shall be less than three (3) years.

B. Liquidity Requirements

The Director or authorized staff shall determine the approximate amount of funds required to meet the day-to-day expenditure and obligations of the City. To that end, the City will ensure sufficient liquidity by ensuring that funds equating to 60 days of operating expenses for the City will be invested in highly liquid investments and/or readily marketable securities. The balance of the City's funds will be available for investment according to the guidelines incorporated within this Policy.

IX. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are traded. The Director, upon receiving advice from the Investment Manager or Advisor, shall determine diversification strategies within the established guidelines.

X. AUTHORIZED PUBLIC DEPOSITORIES AND BROKER-DEALERS

The Director or his/her authorized staff shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer of the State of Florida; from broker-dealers vetted and approved by the Director; or from direct institutional trading systems. Broker-Dealers must be incorporated in the United States. Certificates of Deposit or savings accounts may only be established with qualified public depositories (hereinafter "QPDs").

QPDs may provide the services of a securities dealer through a Section 20 subsidiary of the financial institution.

All approved non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) prior to executing investment trades with the City must provide the City with an audited Annual Financial Statement.

The City's Investment Manager or Advisor shall utilize and maintain its own list of approved primary and non-primary dealers.

XI. THIRD PARTY CUSTODIAL AGREEMENTS

- A. Excluding certificates of deposit, all securities shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch

or principal place of business in the State of Florida as defined in Section 658 12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposit will be placed in the provider's safekeeping department for the term of the deposit.

- B. The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Director and for whom authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, which shall be made from safekeeping, shall be permitted unless by such duly authorized person.
- C. The custodian shall provide the City with monthly safekeeping reports that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XII. MASTER REPURCHASE AGREEMENT

The Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the Master Repurchase Agreement.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is prohibited, unless otherwise stated in Section VII Authorized Investments and Portfolio Composition. Derivative means a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or index of asset values.

XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

- A. After the Director or authorized staff has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker-dealers must be contacted and asked to provide bids/offers on securities in question. Except as otherwise required by law, the bid deemed to best meet the investment objectives specified in Section 3 must be selected Pursuant to Florida Statutes section 119 071, sealed bids received pursuant to a competitive solicitation are exempt from public record until the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

- B. Exceptions to bidding can occur when offered a security for which there is no readily available competitive offering on the same specific issue; the Director shall document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. New issue paper will be subject to validation of its price against its value.
- C. Acceptable current market price providers include, but are not limited to:
1. Real-time electronic trading platforms such as Bloomberg Information Systems.
 2. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing.
 3. Daily market pricing provided by the City's custodian or their correspondent institutions.
- D. If obtaining bids/offers are not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis.
- Examples of when this method may be used include:
1. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
 2. When no active market exists for the issue being traded due to the age or depth of the issue.
 3. When a security is unique to a single dealer, for example, a private placement.
 4. When the transaction involves new issues or issues in the "when issued" market.
- E. Overnight sweep investment instruments will not be bid but may be placed with the City's depository bank relating to the demand account for which the investment instrument was purchased.

XV. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Director shall establish a system of internal controls which shall be in writing and made a part of the City's operational procedures relative to the investment program. The internal controls should be designed to protect the City's assets and prevent the loss of funds, which might arise from fraud, embezzlement, error, mismanagement, or misrepresentation by City employees or by third parties. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements and "delivery-vs-payment" procedures.

XVI. CONTINUING EDUCATION

The Director and any other authorized staff who participate in making investment decisions shall annually complete eight (8) hours of continuing education in subjects or courses of

study related to investment practices and products.

XVII. REPORTING

- A. The Director, designee or Investment Advisor shall provide the City Manager with quarterly investment reports which shall be provided to the City Commission Schedules in the quarterly report should include the following;
 - 1. A listing of individual securities held at the end of the reporting period including CUSIPS or other trade symbols
 - 2. Name or type of security along with average life or duration and final maturity
 - 3. Percentage of portfolio represented by each investment type
 - 4. Cash and investments represented by each fund
 - 5. Coupon, discount or yield
 - 6. Quarterly and fiscal year to date earned income
 - 7. Par value, book value and market value
 - 8. Certification that the investment portfolio as a whole is consistent with the provisions of the Investment Policy
- B. Review of the quarterly investment reports - It is primarily the responsibility of the Director to perform a review of all investments, as well as evaluate performance of the investment portfolio. The Director, through the City Manager, must communicate in writing any violations of said policy provisions Investment reports shall be available to the public upon request.

XVIII. PERFORMANCE MEASUREMENT

In order to assist in the evaluation of the portfolio's performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

- A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's Rated Local Government Investment Pool Index (LGIP) or a similar industry recognized index.
- B. The long-term investment portfolio shall be designed with the annual objective of exceeding the return on either the ICE of Bank of America Merrill Lynch 1-3 year U.S. Treasury Index or ICE of Bank of America Merrill Lynch 1-5 Year U.S. Treasury Index or similar industry recognized index compared to the portfolio's total rate of return. The Bank of America Merrill Lynch 1-3 Year U.S. Treasury Index and Bank of American Merrill Lynch 1-5 Year U.S. Treasury Index represents all qualifying U.S. Treasury securities maturing over one year, but less than three years or five years, respectively. This maturity range is an appropriate benchmark based on the objectives of the City.
- C. Investment Manager or Advisor will report performance on both book value and total

rate of return basis and compare results to the above-stated benchmarks.

XIX. INVESTMENT POLICY ADOPTION

This investment policy shall be adopted by a City ordinance. The Director shall review the policy annually and if necessary, present modifications to the City Manager and the City of Commission for approval.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Commission that the invalidity will 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 declared severable.

SECTION 4. REPEAL OF ORDINANCES. All Ordinances in conflict herewith are hereby repealed, including Ordinance No. 3026

SECTION 5. EFFECTIVE DATE. This Ordinance takes effect upon 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

Attachment A
Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and sixth-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web-based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-

term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA “bullet” maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with reopenings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC (as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called “amortized cost” as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called “carrying value.” Book value can vary over time as an investment approaches maturity and differs from “market value” in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A “broker”

acts as an agent between buyers and sellers and receives a commission for these services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are at par but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, has the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually, a maximum maturity of 270 days, and given a short-term debt rating by one or more Nationally Recognized Statistical Rating Organization (NRSRO).

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two-party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price) but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer acts as a principal in all transactions, buying and selling for his own account.

Delivery vs. Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and Depository Trust Company (DTC), are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one

or more underlying assets or indexes of asset values.

Designated Bond. Farm Credit Designated Bonds are high credit quality, liquid, non-callable and callable securities. New issues of Designated Bonds are \$1 billion or larger for non-callable securities and \$500 million or larger for callable securities. Reopens of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds generally have a two-to-ten-year original maturity and are offered through a syndicate of two to six Bond Dealers. Callable Designated Bonds will contain one-time only "European" redemption features.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. There are very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest-bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include U.S Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. A method of reducing risk by investing in a variety of assets.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duration. The weighted average maturity of a security or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g., Macaulay Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts. Used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). The insurance coverage of public unit accounts depends upon the type of deposit and the location of the insured depository institution. All time and savings deposits owned by a public unit and held by the same official custodian in an insured depository institution within the State in which the public unit is located are added together and insured up to \$250,000.

Separately, all demand deposits owned by a public unit and held by the same official custodian in an insured depository institution within the State in which the public unit is located are added together and insured up to \$250,000. For the purpose of these rules (Deposit Insurance for Accounts Held by Government Depositors), the term 'savings deposits' includes NOW accounts and money market deposit accounts but does not include interest-bearing demand deposit accounts (which will be permitted after July 21, 2011) The term 'demand deposits' means deposits payable on demand and for which the depository institution does not reserve the right to require advance notice of an intended withdrawal.

For the period from December 31, 2010 through December 31, 2012, the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) provides separate and unlimited deposit insurance coverage for accounts that meet the definition of a 'non-interest-bearing transaction account.' This unlimited coverage for such accounts is separate from the \$250,000 coverage provided for other types of accounts. Also, beginning on July 21, 2011, the Dodd-Frank Act provides that insured depository institutions will be permitted to pay interest on demand deposit accounts.

Federal Farm Credit Bank (FFCB). A Government Sponsored Enterprise (GS) system that is a network of cooperatively owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit

Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also, issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also, issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage- backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also, issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also, issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (The Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven-member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general Investment Officer or designee. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several "Nationally Recognized Statistical Rating Organization" (NRSRO) that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually, large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. top U.S. investors are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). A government-owned corporation within the Department of Housing and Urban Development (HUD). Today, Ginnie Mae securities are the only mortgage-backed securities that offer the full faith and credit guaranty of the United States government. It acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities and is the largest issuer of mortgage pass-through securities.

Government Securities. An obligation of the U.S. government backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, and FNMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1. the cost of a control should not exceed the benefits likely to be derived and 2. the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to

avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Manager A company that actively manages fixed income portfolios which include operating funds, capital reserves, insurance reserves, proceeds from the sale of bonds and other funds.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida PRIME).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing

buyer would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTNs). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with maturities from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMFs are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage-Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public

agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

National Association of Securities Dealers (NASD). Organization of brokers and dealers who trade securities in the United States, supervised by the SEC, and which provides regulatory exams for industry participants.

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A “Nationally Recognized Statistical Rating Organization.” A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Florida Statute 280, means any bank, saving bank or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.,
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12
 - i. U.S.C. ss.1811 seq.
4. Meets all requirements of F.S. 280
5. Has been designed by the Investment Officer or designee as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the

index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actual sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 - \$6 billion with reopenings ranging \$1 - \$4 billion. The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third-party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in

this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor's investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and “strips” description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed, and a new series of TAP

issues will be opened to replace them. This reduces the number of separate bullet bonds issued but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, Treasury Inflation- Protected Securities (TIPS) and Treasury bonds. Also, a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills, or T-bills, are sold in terms ranging from a few days to 52 weeks. Bills are typically sold at a discount from the par amount (also called face value). For instance, you might pay \$990 for a \$1,000 bill. When the bill matures, you would be paid \$1,000. The difference between the purchase price and face value is interest. It is possible for a bill auction to result in a price equal to par, which means that Treasury will issue and redeem the securities at par value.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government. Issued Treasury bonds pay a fixed rate of interest every six months until they mature and are issued in a term of 30 years.

Treasury Inflation-Protected Securities (TIPS) Provide protection against inflation. The principal of a TIPS increases with inflation and decreases with deflation, as measured by the Consumer Price Index. When a TIPS matures, you are paid the adjusted principal or original principal, whichever is greater. TIPS pay interest twice a year, at a fixed rate. The rate is applied to the adjusted principal; so, like the principal, interest payments rise with inflation and fall with deflation.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. Treasury Notes earn a fixed rate of interest every six months until maturity. Notes are issued in terms of 2, 3, 5, 7, and 10 years.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to ensure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member

broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are “realized” when the security is actual sold, as compared to “unrealized” gains/losses which are based on current market value. See also “Realized Gains (Losses).”

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also “Floating Rate Note.”

Weighted Average Maturity Average Maturity. The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a timeline. The traditional yield curve depicts yields on Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also “Current Yield,” “Yield Curve,” “Yield to Call” and “Yield to Maturity.”

Attachment B
Investment Pool/Fund Questionnaire

General Fund/Pool Information:

1. Does the fund/pool attempt to maintain a stable net asset value or floating net asset value?
2. How is interest distributed, and how are gains and losses treated?
3. How often are statements and portfolio holdings distributed?
4. Is the fund/pool eligible for bond proceeds and/or will it accept such proceeds?

Oversight:

1. What are the fund/pool ratings by the Nationally Recognized Statistical Rating Organizations such as S&P, Moody's, Fitch, Kroll, etc.?
2. What are the eligible investment securities? Is there a written statement of investment policy and objectives?
3. How are the securities safeguarded (including the settlement processes)? How often are the securities priced? How often is the fund/pool audited?
4. Is there any additional oversight outside of the Board of Trustees?

Fund/Pool Statistics:

1. What is the current sector allocation of the fund/pool?
2. What is the fee schedule, and how and when is it assessed?

Liquidity:

1. Does the fund/pool follow GASB 79?
2. Does the fund/pool have any liquidity fees? If so, describe the terms.
3. Does the fund/pool have redemption gates? If so, describe them.

Investor Requirements:

1. Who may invest in the program, how often, and what size deposits and withdrawals are allowed?
2. Is there a limit regarding investor concentration? If so, what is it?

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance #24-13 Amending the Code of Ordinances, Chapter 8, Aviation, to implement an Airport Aircraft Landing Fee and Airspace Zoning

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 8, AVIATION, AMENDING ARTICLE III, AIRPORT REGULATIONS, ADOPTING A TRANSIENT AIRCRAFT LANDING FEE POLICY; RE-ADOPTING ARTICLE V, AIRSPACE ZONING; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of Proposed Ordinance #24-13 to implement an Airport Aircraft Landing Fee and Airspace Zoning.

Explanation

City Code currently requires Commission approval to modify airport regulations by policy. The City adheres to a user-fee principle, ensuring those who benefit directly from the use of the airport facilities contribute to the airport's upkeep and enhancements. The City Commission determines the fees, rates, and charges, which staff proposes to amend to include transient aircraft landing fees. Such fees are only applicable to visiting aircraft that are not based at the airport and shall be adjusted periodically to remain consistent with inflation, market conditions, and standard practices for airports within Florida.

The City Commission previously adopted airspace zoning regulations in accordance with federal and state zoning guidance. These regulations ensure that development activity within proximity of the runways does not interfere with safe aircraft operations, protecting both the flying and general public alike. During the recent recodification of the City Code of Ordinances, the "Airspace Zoning" section of the Code was intended to be relocated to the Land Development Code. It was removed but inadvertently not added to the Code. Staff desires to correct the scrivener's error and return it to the Kissimmee Aviation Act. The approach zone distances have been updated to reflect current published approaches. The Runway Protection Zone (RPZ) has been defined to enhance safety and protection of people and property on the ground near the runway ends.

Recommendation

Request approval of the First Reading of Proposed Ordinance #24-13 to implement an Airport Aircraft Landing Fee and Airspace Zoning.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter: Shaun Germolus

Attachment(s):

1. Proposed Ordinance #24-13 Transient Aircraft Fees and Re-enacting Airspace Zoning 8.26.24
2. Proof of Advertising - Publication Date (08-29-2024)
3. CP 1502 Proposed Rates Charges 2024
4. CP 1502 - Kissimmee Gateway Airport Rates & Charges

City of Kissimmee

PROPOSED ORDINANCE # 24-13

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 8, AVIATION, AMENDING ARTICLE III, AIRPORT REGULATIONS, ADOPTING A TRANSIENT AIRCRAFT LANDING FEE POLICY; RE-ADOPTING ARTICLE V, AIRSPACE ZONING; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City desires to adopt a rates and charges policy to implement transient aircraft landing fees; and

WHEREAS, Ordinance No. 1161 was adopted on September 18, 1982; and

WHEREAS, Ordinance No. 2660 was adopted on September 11, 2007, which provided for Auxiliary Use Restrictions

WHEREAS, Ordinance No. 2981 was adopted on July 3, 2018; and

WHEREAS, the Chapter of the City of Kissimmee Code of Ordinances where these ordinances were codified is known as the Kissimmee Aviation Act; and

WHEREAS, On June 15, 2021, Ordinance No. 3044 adopted and enacted a new city code for the recodification of the City of Kissimmee Code of Ordinances, changing publishers from American Legal Publishing to Municipal Code Corporation and repealing all ordinances enacted before August 4, 2020, not included in the Code; and

WHEREAS, Article V, “Airspace Zoning” of the Kissimmee Aviation Act, was intended to be moved from the Aviation Chapter and placed in the Land Development Code, with other city zoning regulations in the recodification process; however, the Article was inadvertently removed from the Code; and

WHEREAS, the City wishes to re-enact the Airspace Zoning article to correct the scrivener’s error that occurred during the re-codification and publishing process, the effective date of each provision shall be the original date of adoption as reflected in the applicable sections of Ordinances 1161, 2660 and 2981; and

WHEREAS the City desires to amend certain sections of the Kissimmee Aviation Act to update names, statutory references, and incorporate current airport best practices.

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

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

SECTION 1. The City’s Code of Ordinances Chapter 8, Aviation, Article III, Airport Regulations, Division 1, “Generally” is hereby amended to add the following section:

A. It is the policy of the City to adhere to the user-fee principle, ensuring that those who benefit directly from the use of the airport facilities contribute to the airport’s upkeep and enhancements. To that end, the City shall charge Transient Aircraft Landing Fees. The City Commission shall adopt a policy to determine the fees, rates, and charges applicable to this Section. Based aircraft, military, Federal/State/Osceola County registered aircraft, and medivac flights will be exempted from Transient Aircraft Landing Fees.

SECTION 2. Chapter 8, “Aviation”, of the City’s Code of Ordinance is hereby amended to add Article V, “Airspace Zoning”, as follows:

Sec. 8-358: Definitions

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. In those cases, wherein a word or words are not defined, its definition shall be as found in Black’s Law Dictionary, latest edition, or in American Heritage College Dictionary, third edition.

AIRPORT. Kissimmee Gateway ~~Municipal~~ Airport

AIRPORT ELEVATION. The highest point of an airport’s usable landing area measured in feet above mean sea level.

AIRPORT OBSTRUCTION. Any structure or object of natural growth or use of land which would exceed the federal obstruction standards as contained in 14CFR Sections ~~71.21, 77.22, 77.25 and 77.28~~ 77.13, 77.15, 77.17, 77.19, 77.21, and 77.23 or which obstruct the airspace required for flight of aircraft in landing and take-off at an airport or is otherwise hazardous to such landing or take-off of aircraft.

AIRSPACE HEIGHT. To determine the height limits in all zones set forth in this subchapter, the datum shall be mean sea level elevation (AMSL) unless otherwise specified.

MINIMUM DESCENT ALTITUDE (MDA). The lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circling to land

maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided.

MINIMUM ENROUTE ALTITUDE (MEA). The altitude in effect between radio fixes which assures acceptable navigational signal coverage and meets obstruction clearance requirements between those fixes.

MINIMUM OBSTRUCTION CLEARANCE ALTITUDE (MOCA). The specified altitude in effect between radio fixes on VOR airways, off airway routes, or route segments which meets obstruction clearance requirements for the entire route segment and which assures acceptable navigational signal coverage only within 22 miles of a VOR.

MINIMUM VECTORING ALTITUDE (MVA). The lowest MSL altitude at which IFR aircraft will be vectored by a radar controller, except when otherwise authorized for radar approaches, departures or missed approaches.

NONCONFORMING USE. Any pre-existing structure, object or natural growth or use of land which is inconsistent with the provisions of this subchapter, or amendments thereto.

NONPRECISION INSTRUMENT RUNWAY. A runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight in nonprecision instrument approach procedure has been approved or planned, and for which no precision approach facilities are planned or indicated on an FAA planning document or military service's military airport planning document.

RUNWAY. A defined area on an airport prepared for landing and takeoff of aircraft along its length.

RUNWAY PROTECTION ZONE. A defined area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

STRUCTURE. Any object, constructed or installed by man, including, but not limited to, buildings, towers, smoke stacks, utility poles and overhead transmission lines.

VISUAL RUNWAY. A runway intended solely for the operation of aircraft using visual approach procedures with no straight in instrument approach procedure and no instrument designation indicated on a FAA approved airport layout plan, a military service approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

ZONING ADMINISTRATOR. The administrative office or agency responsible for administering zoning within each of the political subdivisions that adopt this Kissimmee Gateway Airport Ordinance.

Sec. 8-359: Obstruction lighting.

Notwithstanding the preceding provisions of this section, the owner of any structure over 200 feet above ground level shall install lighting in accordance with Federal Aviation Administration Advisory Circular 70/7460-1M (latest edition), and amendments thereto on such structure. Additionally, high intensity white obstruction lights shall be installed on a high structure which exceeds 749 feet above mean sea level. The high intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1M (latest edition), and amendments.

Sec. 8-360: Hazard marking and lighting.

Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit (~~Appendix 9 [attached hereto by reference]~~) may be conditioned to permit the county or the city at its own expense to install, operate and maintain such markers and lights as may be necessary to indicate to pilot the presence of an airspace hazard if special conditions so warrant.

Sec. 8-361: Auxiliary use restrictions.

Notwithstanding any other provisions of this subchapter, no use may be made of land or water within any zones established by this division in such a manner as to interfere with the operation of an airborne aircraft. The following requirements shall apply to each permitted use:

- All lights or illumination used in conjunction with street, parking, signs or use of land and structures shall be arranged and operated in such a manner that it is not misleading or dangerous to aircraft operating from a public airport or in vicinity thereof.
- No operations from any type shall produce smoke, glare or other visual hazards within three statute miles of any useable runway of a public airport.
- No operations from any type shall produce electronic interference with navigations signals or radio communication between the airport and aircraft.
- Sanitary landfills will be considered as a n incompatible use if located within areas established for the airport through the application of the following criteria:
 - Landfills located within 10,000 feet of any runway used or planned to be used by turbojet or turboprop aircraft.
 - Landfills located within 5,000 feet of any runway used only by piston type aircraft.
 - Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case by case basis.
 - Any landfill located so that it places the runways and/or approach and departure patterns of an airport between bird feeding, water or roosting areas.
- No public or private school or any other educational facility shall be constructed at either end of a runway in an area which extends five miles in a direct line along the centerline of the runway and which has a width measuring one half the length of the runway. The City Commission may grant an exception to this prohibition upon specific finding detailing how the public policy reason for the exception outweighs the health and safety concerns for such prohibition.
- While it is desirable to clear all objects from the Runway Protection Zone (RPZ), some uses are permitted provided they do not attract wildlife, are outside of the runway object free area, and do not interfere with navigational aids. Automobile parking facilities, although discouraged, may be permitted, provided the parking facilities and any associated

appurtenances, in addition to meeting all of the preceding conditions, are located outside of the central portion of the RPZ.

- Land uses prohibited from the RPZ are residences and places of public assembly. (Churches, schools, hospitals, office buildings, shopping centers, and other uses with similar concentrations of persons typify places of public assembly.) Fuel storage facilities may not be located in the RPZ.

Sec. 8-362: Nonconforming uses.

The regulations prescribed by this subchapter shall not be construed to require the removal, lowering or other changes or alteration of any existing structure or tree not conforming to the regulations as of the effective date of this subchapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this subchapter, and is diligently prosecuted and completed within two years thereof. The cost of removing or lowering any tree not conforming to the requirements of this division shall be borne by the proprietor of the airport affected by the nonconforming tree. Before any nonconforming structure or tree may be replaced, substantially altered or repaired, rebuilt or allowed to grow higher or replanted, a permit must be secured from the Zoning Administrator or their duly appointed designee. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming structure or tree or nonconforming use to be made or become higher or become a greater hazard to air navigation than it was as of the effective date of this subchapter. Whenever the Zoning Administrator determines that a nonconforming use or nonconforming structure or tree has been abandoned or that the cost of repair, reconstruction or restoration exceeds the value of the structure or tree, no permit shall be granted that would allow said structure or tree to be repaired, reconstructed, or restored except by a conforming structure or tree.

Sec. 8-363: Appeals.

Any person desiring to erect or increase the height of any structure or use their property, not in accordance with the regulations prescribed in this subchapter, may apply to the Board of Adjustment for a variance from such regulations. No application for variance (~~Appendix 2 [attached hereto by reference]~~) to the requirements of this subchapter may be considered by the Board of Adjustment unless a copy of the application has been furnished to the appropriate Zoning Administrator.

Sec. 8-364: Airport zones and height limitations.

- Zones established. In order to carry out the provisions of this subchapter, there are hereby created and established certain zones which include all of the land lying beneath the approach, transitional, horizontal and conical surfaces as they apply to a particular airport. Such zones are shown on the Kissimmee Airport Zoning Map ~~which is attached to this subchapter (by reference) and made a part hereof as Appendix 1.~~ The Kissimmee Airport Zoning Map is a separate map from the City of Kissimmee Zoning Map, which is land development based. The Airport Zoning Map is aviation based.
- Public civil airport height zones and limitations. An area located in more than one of the described zones is considered to be only in the zone with the more restrictive height limitation. The Various zones are hereby established and defined as follows:

○ **Primary zone.**

- An area longitudinally centered on a runway, extending 200 feet beyond each end of that runway with the width so specified for each runway for the most precise approach existing or planned for either end of the runway. No structure or obstruction will be permitted within the primary zone, that is not part of the landing and takeoff area, and is of a greater height than the nearest point on the runway center line. The width of the primary zone is as follows:
- For other than utility runways the width is:
 - Runways ~~33~~, 06 and 24. Five hundred feet for visual runways having only visual approaches.
 - Runway 15 and 33. ~~Five hundred~~ One thousand feet for ~~non~~precision instrument runways having visibility minimums greater than three-fourths statute mile.
- The width of the primary zone of a runway will be that width prescribed in this section for the most precise approach existing or planned for either end of that runway.
- No structure or obstruction will be permitted within the primary zone that is not part of the landing and takeoff facilities and is of a greater height than the nearest point on the runway center line.

○ **Horizontal zone.**

- The area around each civil airport with an outer boundary the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary zone of each airport's runway and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is:
 - Runways ~~33, 06~~ and 24. Five thousand feet for all runways designated as utility or visual.
 - Runway 15, 33, 06. Ten thousand feet for all other runways.
- The radius of the arc specified for each end of the runway will have the same arithmetical value. That value will be the highest composite value determined for either end of the runway. When a 5,000 foot arc is encompassed by tangents connecting two adjacent 10,000 foot arcs, the 5,000 foot arc shall be disregarded on the construction of the perimeter of the horizontal zone. No structure or obstruction will be permitted in the horizontal zone that has a greater height than 150 feet above the airport height.

- **Conical zone.** The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structures in the conical zone are 150 feet above airport height at the inner boundary with permitted height increasing one foot vertically for every 20 feet of horizontal distance measured outward from the inner boundary to a height of 350 feet above airport height at the outer boundary.

- **Approach zone.** An area longitudinally centered on the extended runway center line and extending outward from each end of the primary surface. An approach zone is designated for each runway based upon the type of approach available or planned for that runway end.
 - The inner edge of the approach zone is the same width as the primary zone and it expands uniformly to a width of:
 - ~~Runways 33, 06 and 24.~~ One thousand five hundred feet for that end of a runway other than a utility runway with only visual approaches.
 - ~~Runways 15 33 and 06.~~ Three thousand five hundred feet for that end of a nonprecision instrument runway other than utility, having visibility minimums greater than three fourths of a statute mile.
 - Runway 15. Sixteen thousand feet for all precision instrument runways.
 - The approach surface extends for a horizontal distance of:
 - ~~Runways 33, 06 and 24.~~ Five thousand feet for all utility and visual runways.
 - ~~Runways 33 and 06 15.~~ Ten thousand feet for all nonprecision instrument runways other than utility.
 - Runway 15. Fifty thousand feet for precision runways.
 - The outer width of an approach zone to an end of a runway will be that width prescribed in this subsection for the most precise approach existing or planned for that runway end.
 - Permitted height limitation within the approach zones is the same as the runway end height at the inner edge and increases with horizontal distance outward from the inner edge as follows:
 - ~~Runways 33, 06 and 24.~~ Permitted height increases by one foot vertically for every 20 feet horizontal distance for all utility and visual runways.
 - ~~Runways 33 and 06 15.~~ Permitted height increases by one foot vertically for every 34 feet horizontal distance for all non-precision instrument runways other than utility.
 - Runway 15. Permitted height increases one foot vertically for every 50 feet horizontal distance for the inner ten thousand feet and one foot vertically for every 40 feet additional for the precision instrument runway.
- **Transitional zone.** The area extends outward from the sides of the primary zones and approach zones, connecting them to the horizontal zone. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line, where it adjoins and increases at a rate of one foot vertically for every seven feet horizontally, with the horizontal distance measured at right angles to the runway center line and extended center line until the height matches the height of the horizontal zone or conical zone or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zones.
- **Other areas.** In addition to the height limitations imposed in this section, no structure or obstruction will be permitted within the city or county that would cause a minimum obstruction clearance altitude, a minimum descent altitude, minimum vectoring altitude or a decision height to be raised.

Sec. 8-365: Conflicting regulations.

Where there exists a conflict between any of the regulations or limitations prescribed in this chapter and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

SECTION 3. Severability. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Inclusion in the Code. It is the intention of the City Commission, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of this Code of Laws and Ordinances of the City of Kissimmee, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish this intention, and that the word “Ordinance” may be changed to “Section”, “Article” or another word.

SECTION 5. The City Attorney may correct the scrivener’s errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 6. Effective Date. 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:

City Clerk

Approved as to form and legality:

City Attorney



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: R0IKOcAiO9xhpNVJlJh | **Proof Updated: Aug. 23, 2024 at 03:37pm EDT**
Notice Name: PROP ORD #24-13 - Airport Landing Fee Policy

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

08/29/2024: Legal and Public Notice 61.65

Subtotal	\$61.65
Tax %	0
Processing Fee	\$6.17
Total	\$67.82

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, September 3, 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, September 17, 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 #24-13

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 8, AVIATION, AMENDING ARTICLE III, AIRPORT REGULATIONS, ADOPTING A TRANSIENT AIRCRAFT LANDING FEE POLICY; RE-ADOPTING ARTICLE V, AIRSPACE ZONING; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
August 29, 2024



KISSIMMEE GATEWAY AIRPORT

RATES & CHARGES POLICY

DRAFT 2024

ADOPTED: OCTOBER 2020
EFFECTIVE: JANUARY 2021
REVISED: SEPTEMBER 2024

The Kissimmee Gateway Airport (KISM) is owned and operated by the City of Kissimmee, Florida (City). As a recipient of federal grant-in-aid assistance provided by the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP), the City is obligated to comply with federal laws, grant assurances and regulatory requirements. These requirements extend to City procedures and policies related to the use of airport property and the establishment of associated lease rates and user fees. The FAA Airport Compliance Manual (Order 5190.6B)* enumerates the following four (4) underlying principles for airport sponsors to follow as they relate to establishing and implementing airport rates and charges:

1. **Fair and Reasonable.** Federal law, as implemented by the FAA Rates and Charges Policy, requires the rates, rentals, landing fees, and other charges airports impose on aeronautical users for aeronautical use be fair and reasonable.
2. **Non-Discriminatory.** Aeronautical fees may not unjustly discriminate against aeronautical users.
3. **Self-Sustaining.** Airport sponsors must maintain a fee and rental structure that makes the airport as financially self-sustaining as possible, considering the circumstances of the airport.
4. **Allowable Use.** An airport sponsor may only use its airport revenue for airport capital and operating costs and certain other facilities directly and substantially related to air transportation, as permitted by 49 U.S.C. §§ 47107(b) and 47133.

Airport Rates and Charges Goals

In view of the basic principles and FAA policy discussed above, the primary goals of setting airport rates and charges for the Kissimmee Gateway Airport can be summarized as follows:

-  Ensure revenues obtained from tenants and airport users will be sufficient to satisfy the operating and capital requirements of the airport.
-  Ensure revenues generated by tenants and airport users will be consistent with the income potential of the tenants and airport users. Also, the rates and charges structure will be updated periodically to meet the current requirements of the airport and maintain a competitive fee structure for the tenants and airport users.
-  Ensure revenues generated by tenants and airport users will be sufficient to maintain the safety and efficiency of the airport. Continually develop a reserve fund into which all surplus capital is deposited and from which funds are dispersed

for further development of the airport and / or repair and replacement of existing infrastructure.

-  Ensure the rates and charges imposed on the users of the airport are fair and reasonable.
-  Ensure the airport is made available for public use on fair and reasonable terms without unjust discrimination. Ensure tenants and airport users are subject to the same rates and charges as are uniformly applicable to other tenants offering similar services or utilizing similar facilities at the airport.
-  Ensure revenue generated from airport activities and services are used only for aeronautical purposes.

Setting Rates and Charges

The City of Kissimmee operates KISM as an enterprise fund, meaning revenues produced by the airport are utilized to offset the annual operating and capital expenses. KISM operates self-sufficiently with the goal of requiring no general funds from the public. To ensure this continues, rates and charges are set based on the operating and capital forecast over a five-year projection. Setting rates and charges to meet the forecasted projections utilize a combination of fair market value appraisals by a third party and surveys of Florida airports of similar size and operations.

The rates and charges will be reviewed annually and adjusted periodically, each third (3rd) anniversary in accordance with the U.S. Department of Commerce “Consumer Price Index” (CPI) and / or based on a newly updated appraisal every 5 years.

REVENUE SOURCES

Ground / Land Leases. Ground lease rates are airport charges for land on which private or commercial hangars, buildings, or other facilities are constructed. The airport will charge different rates based on aeronautical land (inside the perimeter fence with direct airfield access to runways/taxiways) and non-aeronautical land (no direct access to the airfield’s runways/taxiways).

Aeronautical Land: ~~\$0.30~~-per square foot annually (1 acre = ~~\$13,068.00~~ per year)
 \$0.35 per square foot annually (1 acre = \$15,246.00 per year)

Aircraft Parking Apron: \$0.35 per square foot annually

Non-aeronautical Land: Case-by-case fair market value appraisal

Commercial Service Activity Permit. Any commercial activity that comes on the airport to perform any services not covered by the Minimum Standards or not under an agreement with the City will be required to apply for a permit and pay the greater of \$25.00 per month or 2 ½ percent of gross income limited to transactions associated with airport

use. Applicant will provide the Airport Director company information to include any required licenses, certificates and insurance to perform the commercial activity.

Administration Fee: \$250.00 (One Time)
Airport Access Fee: \$1,500.00 (Annually)

Fuel Flowage Fee. This fee is applied to fuel discharged directly from a fuel supplier delivery vehicle into a customer's fuel truck or holding tanks on airport property. The fee is applied regardless if consumed by the customer or, if authorized, sold retail to a third party. Fuel flowage fees are a commonly accepted way to obtain airport revenues without placing the entire burden on local airport tenants since these fees are also paid by transient aircraft owners using the airport facilities.

Fuel Flowage Fee Jet A: \$0.10 per gallon

Fuel Flowage Fee 100LL: \$0.06 per gallon

Self-fueling with Automobile
Gasoline (MOGAS): Annual permit - \$75 per year commercial use
 Annual permit - \$20 per year noncommercial use

Car Rental Fees. The City shall receive monthly, 5% of all gross revenues derived by any person or entity for the renting or leasing of automobiles or other ground transportation vehicles.

Sublease Fees. Tenants may enter into a sublease agreement only when approved and authorized by the City Commission. Procedures in KISM's minimum standard's policy**, and the City's Lease / Sub-Lease Requirements must be adhered to prior to authorization.

Sublease Fee: \$0.10 per square foot in addition to base rent rate
 (square foot will be calculated on actual subtenant footprint).

Security Access Fees. KISM has installed a security control access system for ingress/egress for authorized airport tenants. The fee will cover the initial and replacement costs of the access control cards.

Initial Card: \$10.00
Replacement / worn: \$25.00
Lost / Replacement: \$50.00 (\$25 refund if found and returned within 7 calendar days)
Unreturned: \$100.00 (individual or employer)

General Aviation Landing Fees. Effective October 1, 2024, KISM authorized Vector Airport Systems, LLC ("Vector") to manage the billing and accounts receivable for General Aviation ("GA") Landing Fees for fixed-wing aircraft and rotary-wing aircraft (helicopters,

electric vertical takeoff & landing aircraft - eVTOL) on behalf of the airport. "Landing Fees" is a commonly used term that refers to aircraft operating fees.

Rate.

GA Landing Fees for fixed-wing aircraft will be assessed at the time of arrival and billed by Vector at the following rate for FY 2025:

- **Fixed-Wing Landing Fee = \$3.00 per 1,000 pounds Maximum Certified Landed Weight ("MLW").**
* This rate is subject to change on an annual basis.

GA Landing Fees for rotary-wing aircraft will be assessed at the time of arrival and billed by Vector at the following rate for FY 2025:

- **Rotary-Wing Landing Fee = Flat fee of \$20.00 per operation.**
* This rate is subject to change on an annual basis.

Exemptions.

The Airport will waive GA Landing Fees (not fuel flowage fees or ramp fees***) for fixed-wing and rotary-wing aircraft meeting any of the following criteria:

- Based aircraft****
- Government-owned aircraft registered as owned by the government according to the Federal Aviation Administration ("FAA") Registry:
 - Federal, State of Florida, and Osceola County aircraft
 - Military aircraft
- Medical aircraft (e.g. Air Methods)
- Charitable/Nonprofit aircraft (e.g. Angel Flight, Wings of Mercy, Veterans Airlift Command, etc.)

Billing and Payment Information.

GA Landing Fees will be invoiced monthly by Vector and may be paid utilizing the Vector Customer Portal (website):

The Vector Customer Portal is a self-service payment portal that allows aircraft operators to manage their accounts. This website may be accessed by visiting:

<https://payment.planepass.com/en-US/CustomerPortalLogin.aspx>

Additional information may be found at the Airport's Website:

<https://www.flykissimmee.com/>

* Order 5190.6B, FAA Compliance Manual and FAA Policy Regarding Airport Rates and Charges may be located at:

https://www.faa.gov/airports/airport_compliance/

** Section 4.17, "Policy, Regulations and Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport (Latest Edition).

*** Fuel flowage and ramp fees are paid to the FBO (Signature or Odyssey), not to Vector.

**** According to the FAA, a "based aircraft" is defined as an aircraft that is operational and airworthy, which is typically based on the airport for a majority of the year. A based aircraft meets the following four criteria:

- Has an agreement with the airport for storage;
- Spends greater than six months at the airport - registered with FAA as KISM based;
- Is operational (capable of performing takeoffs and landings);
- Is airworthy (has a valid/current FAA airworthiness certificate).



Title: Kissimmee Gateway Airport Rates & Charges

Effective Date: October 20, 2020

Revised Date: February 7, 2023

Review Authority: Kissimmee Gateway Airport

Policy: To define procedures and policies related to the use of airport property and the establishment of associated lease rates and user fees.

1502.01 Setting Rates and Charges: The City of Kissimmee operates KISM as an enterprise fund, meaning revenues produced by the airport are utilized to offset the annual operating and capital expenses. KISM operates self-sufficiently with the goal of requiring no general funds from the public. To ensure this continues, rates and charges are set based on the operating and capital forecast over a five-year projection. Setting rates and charges to meet the forecasted projections utilize a combination of fair market value appraisals by a third party and surveys of Florida airports of similar size and operations.

The rates and charges shall be reviewed annually and adjusted periodically, each third (3rd) anniversary in accordance with the U.S. Department of Commerce “Consumer Price Index” (CPI) and / or based on a newly updated appraisal every five (5) years.

1502.02 Revenue Sources:

- a. **Ground / Land Leases.** Ground lease rates are airport charges for land on which private or commercial hangars, buildings, or other facilities are constructed. The airport shall charge different rates based on aeronautical land (inside the perimeter fence with direct airfield access to runways/taxiways) and non-aeronautical land (no direct access to the airfield’s runways/taxiways).
 1. Aeronautical Land: \$0.30 per square foot annually (1 acre = \$13,068 per year)
 2. Aircraft Parking Apron: \$0.35 per square foot annually
 3. Non-aeronautical Land: Case-by-case fair market value appraisal.
- b. **Commercial Service Activity Permit.** Any commercial activity that comes on the airport to perform any services not covered by the Minimum Standards or not under an agreement with the City shall be required to apply for a permit.
 1. Greater of \$25.00 per month or 2 ½ percent of gross income limited to transactions associated with airport use. The applicant shall provide the Airport Director company information to include any required licenses, certificates, and insurance to perform the commercial activity.
- c. **Fuel Flowage Fee.** This fee is applied to fuel discharged directly from a fuel supplier delivery vehicle into a customer’s fuel truck or holding tanks on airport property. The fee



is applied regardless if consumed by the customer or, if authorized, sold retail to a third party. Fuel flowage fees are a commonly accepted way to obtain airport revenues without placing the entire burden on local airport tenants since these fees are also paid by transient aircraft owners using the airport facilities.

1. Fuel Flowage Fee Jet A: \$0.10 per gallon
 2. Fuel Flowage Fee 100LL: \$0.06 per gallon
 3. Self-fueling with Automobile Gasoline (MOGAS):
 - a. Annual permit - \$75 per year commercial use
 - b. Annual permit - \$20 per year noncommercial use
- d. **Car Rental Fees.** The City shall receive monthly, 5% of all gross revenues derived by any person or entity for the renting or leasing of automobiles or other ground transportation vehicles.
- e. **Sublease Fees.** Tenants may enter into a sublease agreement only when approved and authorized by the City Commission. Procedures in KISM's minimum standard's policy and the City's Lease / Sub-Lease Requirements must be adhered to prior to authorization.
1. Sublease Fee: \$0.10 per square foot in addition to base rent rate (square foot shall be calculated on actual subtenant footprint).
- f. **Security Access Fees.** KISM has installed a security control access system for ingress/egress for authorized airport tenants. The fee shall cover the initial and replacement costs of the access control cards.
1. Initial Card: \$10.00
 2. Replacement / worn: \$25.00
 3. Lost / Replacement: \$50.00 (\$25 refund if found and returned within 7 calendar days)
 4. Unreturned: \$100.00 (individual or employer)


Mike Steigerwald, City Manager


Linda Hansell, City Clerk

Administrative Note: This policy was approved by the City Commission on February 7, 2023.



Executive Summary of Revision:

Updated language to clarify the City shall receive 5% of all gross revenues for automobile leasing and other ground transportation on Airport property.

Updated square foot rates for aeronautical land and aircraft parking aprons.

ITEM 5.A

Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2024-2025

Request

Adoption by Resolution of the Tentative Millage Levy of 4.6253 mills and Tentative Budget of \$273,937,602 for Fiscal Year 2024-2025.

Explanation

Public notice of this hearing was given via the Notice of Proposed Property Taxes mailed by the Property Appraiser. The entire procedure, including the following order of discussion, is specified within State Statutes and should be followed explicitly.

RESOLUTION OF THE PROPOSED OPERATING MILLAGE

1. State that the Proposed Operating Millage is 4.6253 which is 5.40% more than the Rolled Back Rate of 4.3885
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

RESOLUTION ADOPTING THE TENTATIVE BUDGET

1. The Resolution will adopt a Tentative Budget of \$273,937,602 and authorize 881 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

BACKGROUND:

As indicated above, the proposed millage rate is 4.6253 mills, which is the same millage rate that was levied for the current budget year. The tentative budget for all funds remained relatively the same as what was presented at the Commission Budget Workshop in July, with the exception of the General Fund. The General Fund experienced a slight increase of .3%. This increase included revenue increase adjustments for next year's forecast based on current state trends, as well as adjustment to personnel accounts to accommodate for additional salary increases.

Recommendation

Staff requests that the Public Hearing be conducted as outlined above. In addition, staff recommends the Commission adopt the two Resolutions. The Second and Final Hearing will be held September 17, 2024.

REQUESTED CITY COMMISSION ACTION:

Adopt

City of Kissimmee

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. (S) RESO OP MILL TENTATIVE.25
2. (S) RESO OP BUDGET TENTATIVE.25
3. Budget Reports FY25

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

RESOLUTION NO. -2024

**A RESOLUTION ADOPTING
THE TENTATIVE OPERATING
MILLAGE FOR THE CITY OF
KISSIMMEE, FLORIDA UPON
THE ASSESSMENT ROLL OF
THE YEAR 2024.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, considered a budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, and

WHEREAS, subject budget will require a millage levy sufficient to fund a portion of that budget,

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

SECTION 1. The millage rate of 4.6253 mills is hereby adopted, such millage rate being 5.40% more than the rolled back millage rate of 4.3885 as defined in F.S. 200.065.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 3rd day of September 2024.

Olga Gonzalez
Mayor-Commissioner

ATTEST:

Linda S. Hansell
City Clerk

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

RESOLUTION NO. -2024

**A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR
THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND
ENDING SEPTEMBER 30, 2025.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, has, after careful study, arrived at a budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, and

WHEREAS, public hearings were held to provide the citizens of Kissimmee, Florida, with an opportunity to discuss subject budget beginning at 6:00 p.m. on September 03, 2024

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

SECTION 1. The budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, shall be \$273,937,602 which is the total of the attached schedule.

SECTION 2. Budget transfers and adjustments. For purposes of this Resolution, budget transfers and adjustments are defined as follows:

Budget Transfer -- A decrease in any expenditure or revenue sub-object with a corresponding increase in another expenditure or revenue sub-object, which does not alter fund total.

Budget Adjustment -- An increase or decrease in any revenue sub-object with a corresponding increase or decrease in any expenditure sub-object, the effect of which is to alter the fund total.

SECTION 3. The following levels of approval are required for Budget Transfers and Adjustments:

Interfund Transfers included as a part of the budget, shall be automatically made without further action on the part of the City Commission or City Manager.

Budget Transfers

The City Manager can approve transfers of unused personal service funds to Advertising, Recruiting and/or Professional Service accounts. All other intradepartmental transfers for personal services shall be approved only by the City Commission. Intradepartmental transfers from other accounts may be approved by the City Manager and shall be reported to the City Commission on a monthly basis along with the monthly budget report.

Interdepartmental transfers shall be approved only by the City Commission.

Transfers from Reserves shall be approved only by the City Commission.

Budget Adjustments -- Budget Adjustments shall be approved only by the City Commission.

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

SECTION 4. This Resolution shall in no way be construed to inhibit the City Manager from exercising full power and authority under the Mobilization and Emergency Operations Plan adopted August 24, 1983 and as, from time to time, amended.

SECTION 5. The City Manager shall automatically adjust the total amount of the FY 2024/2025 budget by the amount of encumbrances outstanding at September 30, 2024.

SECTION 6. The City Manager shall automatically adjust the total amount of the FY 2024/2025 budget by the amount of unspent grant funds at September 30, 2024.

SECTION 7. The City Manager may automatically adjust the budget to properly classify charges to the proper account codes.

SECTION 8. The City Manager may automatically adjust the budget to properly account for gifts, grants or donations, such adjustments are to be reported to the City Commission.

SECTION 9. Any unexpended or unencumbered FY 2024/2025 appropriations will automatically lapse at September 30, 2025 and will be carried over to FY 2025/2026 as un-appropriated fund balance.

SECTION 10. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 11. The authorized number of employees set forth in this budget is 881. Full-time employees may not be employed within any department or fund at any one time in excess of the maximum authorization as provided in this budget. Increases in the authorized number of full-time employees shall be approved only by the City Commission. Part-time employees may be employed in any number and combination that does not exceed the amounts budgeted for those employees.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

Dated this 3rd day of September 2024.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S. Hansell
City Clerk

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

**ALL FUNDS
TOTAL BUDGETS SUMMARY**

<u>FUND NAME</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
General Fund	\$ 137,944,918	\$ 136,946,629	\$ 147,673,134	\$ 141,720,012
Stormwater Utility	12,228,791	14,374,144	14,490,040	9,128,694
Solid Waste	8,953,967	10,315,996	9,616,435	8,583,157
Airport	1,743,686	2,354,881	2,346,693	3,719,453
Central Services	12,179,575	16,450,728	15,070,512	12,876,812
Local Option Sales Tax	26,636,718	32,442,986	31,867,226	19,054,000
Mobility Fee	12,843,750	9,780,266	13,434,148	9,349,338
Local Option Gas Tax	9,539,020	9,508,654	10,317,914	7,753,359
Paving Assessment	13,364	10,000	10,000	10,000
Building	11,938,088	12,168,339	12,615,792	6,671,915
Downtown Community Redevelopment	8,398,559	8,078,949	9,603,441	8,223,039
Vine Street Community Redevelopment	4,395,886	6,039,879	6,713,480	6,140,054
CDBG Entitlement Grants	-	-	-	896,880
SHIP Grants	-	-	-	628,202
HOME Grants	-	-	-	325,641
Recreation Impact	4,221,580	4,241,180	4,066,287	2,140,581
Police 2nd Dollar Assessment	70,403	59,356	59,356	49,651
Justice Assistance Grant	306,698	324,092	324,092	340,296
State Law Enforcement Trust	432,090	369,908	415,299	391,999
Federal Law Enforcement Trust	53,270	47,025	53,270	53,770
School Crossing Guard Trust	50,096	3,650	25,799	3,650
Treasury Forfeiture	312,737	79,434	312,739	313,239
Charter School	9,951,368	8,841,976	6,147,148	-
Utility Tax	8,430,013	8,499,189	8,536,079	8,758,100
Local Option Sales Tax Bonds	3,110,616	2,165,023	2,165,023	2,161,857
Local Option Gas Tax Notes	287,028	290,841	290,841	294,385
Community Redevelopment Notes	295,249	313,928	313,928	331,903
Series 2016/2022 Bonds	7,424,590	3,698,661	6,943,741	6,949,815
Liab/Workers Comp Self Insurance	5,989,477	5,924,197	5,590,098	4,949,151
Health Self Insurance	11,095,764	12,194,697	12,074,073	12,118,649
TOTAL BUDGET	\$ 298,847,301	\$ 305,524,608	\$ 321,076,588	\$ 273,937,602

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personnel				Budget FY 2025
	Services FY 2025	Operating FY 2025	Capital FY 2025	Other FY 2025	
General Fund	\$ 69,488,836	\$ 28,870,726	\$ 3,763,200	\$ 39,597,250	\$ 141,720,012
Stormwater Utility	3,119,020	2,412,802	1,945,500	1,651,372	9,128,694
Solid Waste	2,655,823	3,463,075	938,000	1,526,259	8,583,157
Airport	1,025,436	515,891	1,766,246	411,880	3,719,453
Central Services	4,583,164	7,232,826	1,048,500	12,322	12,876,812
Local Option Sales Tax	-	-	4,286,300	14,767,700	19,054,000
Mobility Fee	-	-	500,000	8,849,338	9,349,338
Local Option Gas Tax	1,115,997	1,355,249	3,177,500	2,104,613	7,753,359
Paving Assessment	-	5,000	-	5,000	10,000
Building	3,041,363	538,705	981,000	2,110,847	6,671,915
Downtown Comm Redevelopment	-	613,301	3,750,000	3,859,738	8,223,039
Vine Street Comm Redevelopment	-	650,726	1,600,000	3,889,328	6,140,054
2024 CDBG Entitlement Grant	215,197	681,683	-	-	896,880
2024 HOME Grant	48,112	277,529	-	-	325,641
2024 SHIP Grant	58,518	569,684	-	-	628,202
Recreation Impact	-	-	500,000	1,640,581	2,140,581
Police 2nd Dollar Assessment	-	27,705	-	21,946	49,651
Justice Assistance Grant	340,296	-	-	-	340,296
State Law Enforcement Trust	-	24,800	-	367,199	391,999
Federal Law Enforcement Trust	-	-	-	53,770	53,770
School Crossing Guard Trust	-	-	-	3,650	3,650
Treasury Forfeiture	-	-	-	313,239	313,239
Utility Tax	-	30,000	-	8,728,100	8,758,100
Local Option Sales Tax Bonds	-	-	-	2,161,857	2,161,857
FMHA Bonds	-	-	-	-	-
Local Option Gas Tax Notes	-	-	-	294,385	294,385
Community Redevelopment Notes	-	-	-	331,903	331,903
Series 2016/2022 Bonds	-	-	-	6,949,815	6,949,815
Liab/Workers Comp Self Insurance	-	4,938,717	-	10,434	4,949,151
Health Self Insurance	-	12,090,115	-	28,534	12,118,649
TOTAL BUDGET BY OBJECT	\$ 85,691,762	\$ 64,298,534	\$ 24,256,246	\$ 99,691,060	\$ 273,937,602

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

**ALL FUNDS
BEGINNING RESERVE BALANCES AND REVENUES**

This schedule and the one on the following page indicate the changes budgeted to occur to restricted and unrestricted balances in each fund in FY 2025. Shown below are the beginning balances of reserve accounts and budgeted revenues which provide the total sources estimated to be available to the City for appropriation.

FUND NAME	ESTIMATED BEGINNING RESTRICTED BALANCES	ESTIMATED BEGINNING UNRESTRICTED BALANCES	REVENUE BUDGET FY 2025	TOTAL SOURCES BUDGET FY 2025
General Fund	\$ -	\$ 43,792,763	\$ 97,927,249	\$ 141,720,012
Stormwater Utility	-	2,148,694	6,980,000	9,128,694
Solid Waste	-	975,466	7,607,691	8,583,157
Airport	-	399,143	3,320,310	3,719,453
Central Services	-	262,138	12,614,674	12,876,812
Local Option Sales Tax	-	6,572,000	12,482,000	19,054,000
Mobility Fee	8,318,838	-	1,030,500	9,349,338
Local Option Gas Tax	-	2,823,859	4,929,500	7,753,359
Paving Assessment	-	-	10,000	10,000
Building	-	3,246,915	3,425,000	6,671,915
Downtown Community Redevelopment	-	4,212,680	4,010,359	8,223,039
Vine Street Community Redevelopment	-	3,090,223	3,049,831	6,140,054
2024 CDBG Entitlement Grant	-	-	896,880	896,880
2024 SHIP Grant	-	-	628,202	628,202
2024 HOME Grant	-	-	325,641	325,641
Recreation Impact	1,885,581	-	255,000	2,140,581
Police 2nd Dollar Assessment	-	31,651	18,000	49,651
Justice Assistance Grant	-	-	340,296	340,296
State Law Enforcement Trust	-	390,499	1,500	391,999
Federal Law Enforcement Trust	-	53,270	500	53,770
School Crossing Guard Trust	-	-	3,650	3,650
Treasury Forfeiture	-	312,739	500	313,239
Utility Tax	-	575,017	8,183,083	8,758,100
Local Option Sales Tax Bonds	-	-	2,161,857	2,161,857
Local Option Gax Tax Notes	-	-	294,385	294,385
Community Redevelopment Notes	-	-	331,903	331,903
Series 2016/2022 Bonds	3,262,509	-	3,687,306	6,949,815
Liab/Workers Comp Self Insurance	-	1,069,868	3,879,283	4,949,151
Health Self Insurance	-	674,034	11,444,615	12,118,649
TOTALS	\$ 13,466,928	\$ 70,630,959	\$ 189,839,715	\$ 273,937,602

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

**ALL FUNDS
ENDING RESERVE BALANCES AND DISBURSEMENTS**

There is little difference between projected beginning and ending balances of restricted reserve accounts. The major change in unrestricted reserve accounts is due to substantial capital outlays within the Local Option Sales Tax Fund and personnel initiatives within the General Fund. Despite these changes reserves will remain above the threshold through the five - year forecasts. Shown below are budgeted disbursements and estimated ending balances of reserve accounts which sum to budgeted total uses.

FUND NAME	BUDGETED DISBURSEMENTS FY 2025	ESTIMATED ENDING RESTRICTED BALANCES	ESTIMATED ENDING UNRESTRICTED BALANCES	BUDGETED TOTAL USES FY 2025
General Fund	\$ 105,992,096	\$ -	\$ 35,727,916	\$ 141,720,012
Stormwater Utility	7,825,822	-	1,302,872	9,128,694
Solid Waste	7,642,435	-	940,722	8,583,157
Airport	3,309,573	-	409,880	3,719,453
Central Services	12,864,490	-	12,322	12,876,812
Local Option Sales Tax	8,739,569	-	10,314,431	19,054,000
Mobility Fee	937,550	8,411,788	-	9,349,338
Local Option Gas Tax	6,593,415	-	1,159,944	7,753,359
Paving Assessment	10,000	-	-	10,000
Building	4,561,068	-	2,110,847	6,671,915
Downtown Community Redevelopment	6,595,435	-	1,627,604	8,223,039
Vine Street Community Redevelopment	3,040,726	-	3,099,328	6,140,054
2024 CDBG Entitlement Grant	896,880	-	-	896,880
2024 SHIP Grant	628,202	-	-	628,202
2024 HOME Grant	325,641	-	-	325,641
Recreation Impact	500,000	-	1,640,581	2,140,581
Police 2nd Dollar Assessment	27,705	-	21,946	49,651
Justice Assistance Grant	340,296	-	-	340,296
State Law Enforcement Trust	24,800	-	367,199	391,999
Federal Law Enforcement Trust	-	-	53,770	53,770
School Crossing Guard Trust	3,650	-	-	3,650
Treasury Forfeiture	-	-	313,239	313,239
Utility Tax	8,213,083	-	545,017	8,758,100
Local Option Sales Tax Bonds	2,161,857	-	-	2,161,857
Local Option Gas Tax Notes	294,385	-	-	294,385
Community Redevelopment Notes	331,903	-	-	331,903
Series 2016/2022 Bonds	3,687,306	3,262,509	-	6,949,815
Liab/Workers Comp Self Insurance	4,938,717	-	10,434	4,949,151
Health Self Insurance	12,090,115	-	28,534	12,118,649
TOTALS	\$ 202,576,719	\$ 11,674,297	\$ 59,686,586	\$ 273,937,602

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

**ALL FUNDS
YEAR END FUND BALANCES AND RESERVES**

Reserve balances as of the end of the fiscal year are shown in the following schedule. All balances are anticipated to be held in reserve for future capital outlays, restricted by bond covenants or set aside in accordance with budgetary policies. Estimated and budgeted amounts are cumulative with prior period balances being considered as sources of funding for the next period.

<u>FUND NAME</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
General Fund	\$ 52,753,551	\$ 30,779,073	\$ 43,792,763	\$ 35,727,916
Stormwater Utility	7,415,040	2,157,485	2,148,694	1,302,872
Solid Waste	2,068,197	1,353,815	975,466	940,722
Airport	401,630	312,715	399,143	409,880
Central Services	1,560,187	1,403,212	262,138	12,322
Local Option Sales Tax	18,706,205	7,147,758	6,572,000	10,314,431
Mobility Fee	12,403,648	4,664,956	8,318,838	8,411,788
Local Option Gas Tax	5,756,414	1,997,378	2,823,859	1,159,944
Building	8,041,532	2,042,937	3,246,915	2,110,847
Downtown Community Redevelopment	6,341,297	2,322,947	4,212,680	1,627,604
Vine Street Community Redevelopment	4,182,803	3,661,078	3,090,223	3,099,328
Recreation Impact	3,816,287	2,903,106	1,885,581	1,640,581
Police 2nd Dollar Assessment	51,071	31,651	31,651	21,946
State Law Enforcement Trust	415,299	347,108	390,499	367,199
Federal Law Enforcement Trust	53,270	47,025	53,270	53,770
School Crossing Guard Trust	22,199	-	-	-
Treasury Forfeiture	312,739	79,434	312,739	313,239
Charter School	3,026,976	1,526,375	-	-
Utility Tax	605,017	593,127	575,017	545,017
Series 2016/2022 Bonds	3,262,509	17,429	3,262,509	3,262,509
Liab/Workers Comp Self Insurance	1,921,077	1,452,284	1,069,868	10,434
Health Self Insurance	919,071	794,658	674,034	28,534
TOTAL RESERVE BALANCES	\$ 134,036,019	\$ 65,635,551	\$ 84,097,887	\$ 71,360,883

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The General Fund is traditionally viewed as the major operating fund of the City and contains the traditional governmental activities such as management and administration, finance, community development, police, fire protection, public works, parks and recreation and personnel.

The following is a summary of General Fund sources of funds by broad categories and uses of funds by department.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
<u>SOURCES</u>				
Taxes	\$ 21,949,322	\$ 25,190,307	\$ 25,492,023	\$ 27,831,321
Licenses	284,945	203,000	246,000	206,000
Intergovernmental revenue	13,788,543	13,525,636	13,913,236	14,525,793
Charges for services	9,212,235	8,141,826	8,459,122	9,227,222
Fines & forfeits	2,234,383	2,045,000	2,420,000	2,095,000
Miscellaneous revenue	3,196,720	1,961,177	3,208,140	2,587,530
Transfers	39,894,911	39,476,088	41,181,062	41,454,383
From fund balance	47,383,858	46,403,595	52,753,551	43,792,763
TOTAL SOURCES	\$ 137,944,918	\$ 136,946,629	\$ 147,673,134	\$ 141,720,012
<u>USES</u>				
City Commission	\$ 616,415	\$ 694,329	\$ 695,608	\$ 769,529
City Manager	7,578,588	8,374,010	8,570,373	7,167,871
City Attorney	856,410	1,631,305	1,644,698	1,162,912
Finance	13,775,206	16,314,002	16,331,063	15,333,335
Development Services	2,073,681	3,896,107	3,902,022	2,151,777
Police	28,024,776	32,778,872	31,429,727	35,143,456
Fire	17,777,874	23,077,574	22,205,890	23,794,458
Public Works	5,528,301	7,917,643	7,869,567	7,812,515
Parks & Recreation	7,899,696	10,160,346	9,898,769	11,122,255
Human Resources & Risk Management	1,060,419	1,323,368	1,332,654	1,533,988
Contingency & Reserves	52,753,551	30,779,073	43,792,763	35,727,916
TOTAL USES	\$ 137,944,918	\$ 136,946,629	\$ 147,673,134	\$ 141,720,012

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

**GENERAL FUND REVENUE SUMMARY
FY 2024/25**

DESCRIPTION	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Current Ad Valorem (4.6253 Mills)	\$ 21,228,307	24,974,007	24,721,700	27,615,021
Delinquent Ad Valorem	505,029	-	554,023	-
Gas Franchise	215,986	216,300	216,300	216,300
Occupational Licenses	275,495	200,000	240,000	200,000
Subdivision Regulation Fees	9,450	3,000	6,000	6,000
State Revenue Sharing	4,419,536	4,000,000	4,400,000	4,840,000
Mobile Home Licenses	31,810	30,000	30,000	30,000
Alcoholic Beverage Licenses	83,120	80,000	98,000	80,000
Half-Cent Sales Tax	6,951,246	7,300,000	7,300,000	7,600,000
Fire Supplemental Compensation	38,193	35,000	35,000	35,000
Municipal Fuel Rebate	81,251	95,000	95,000	95,000
Ambulance Program	1,152,480	900,000	900,000	900,000
School Board Grant	834,937	896,236	896,236	945,793
County Occupational Licenses				
Local Grants	195,971	189,400	159,000	-
Miscellaneous Charges	466,105	487,331	527,331	487,331
Development Review Fees	269,719	300,000	300,000	300,000
Impact Fee Allowance	61,898	20,000	15,000	20,000
Fire Plan Checking Fees				
Charges to Other Funds	321,995	321,995	321,995	321,995
Police Services - Officers	1,170,620	1,200,000	1,200,000	1,200,000
Police Services - Administrative	30,381	35,000	35,000	35,000
Fire Services - Osceola County	658,076	680,000	697,796	1,411,751
Cemetery Services	79,541	70,000	71,000	75,000
Lot Mowing	11,103	4,000	27,000	4,000
Transportation Miscellaneous	15,347	5,000	5,000	5,000
Athletic Program Fees	93,283	85,000	87,500	90,320
Recreation Program Fees	179,355	125,500	125,500	141,100
Aquatic Center Fees	168,997	193,000	181,000	191,759
Facility Rentals	336,133	275,000	280,000	305,350
Adult Programs	59,807	40,000	45,000	52,016
Youth Programs	254,227	300,000	290,000	336,600
Ambulance Charges	5,035,649	4,000,000	4,250,000	4,250,000

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

GENERAL FUND REVENUE SUMMARY, CONTINUED

DESCRIPTION	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Court Fines	48,602	35,000	35,000	35,000
Parking Tickets	86,604	50,000	50,000	50,000
Code Enforcement Fines	269,649	100,000	475,000	150,000
Alarm Violations	80,700	60,000	60,000	60,000
Redlight Camera Violations	1,748,829	1,800,000	1,800,000	1,800,000
Interest on Investments	1,814,741	750,000	2,000,000	1,500,000
Miscellaneous Interest	60,220	33,000	58,000	33,000
Rents	84,639	143,850	137,600	170,850
Cemetery Lots/Cremation Niches	309,565	215,000	284,000	285,000
Sale of Surplus Property	94,203	50,000	50,000	50,000
Other Miscellaneous Revenue	833,352	769,327	678,540	548,680
Utility Tax Transfers	7,773,487	7,876,662	7,931,062	8,183,083
Charter School Fund	759,232	1,200,000	1,200,000	-
Stormwater Utility Fund	353,575	312,500	340,000	348,500
Solid Waste Fund	352,974	313,030	369,000	380,000
KUA Charter Payment	19,432,933	19,236,280	19,836,000	20,512,800
KUA Parks and Recreation	1,883,114	1,905,000	1,905,000	1,950,000
Toho Water Authority Payment	9,339,597	8,632,616	9,600,000	10,080,000
Other Miscellaneous Funds				
Subtotal of Revenues	90,561,060	90,543,034	94,919,583	97,927,249
From Fund Balance	47,383,858	46,403,595	52,753,551	43,792,763
TOTAL SOURCES	\$ 137,944,918	\$ 136,946,629	\$ 147,673,134	\$ 141,720,012

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

**GENERAL FUND EXPENDITURE SUMMARY BY DIVISION
FY 2024/25**

DESCRIPTION	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
City Commission	\$ 466,991	\$ 557,336	\$ 557,335	\$ 581,256
Social Services	149,424	136,993	138,273	188,273
City Manager	1,065,272	1,170,224	1,338,049	1,026,396
City Clerk	387,124	408,258	404,900	486,153
Strategic Communications	620,390	800,310	820,633	881,154
Division of Emergency Preparedness	47,872	1,615,654	1,682,065	353,119
Economic Development	461,861	1,814,441	1,821,513	1,074,789
General Government	4,996,069	2,565,123	2,503,213	3,346,260
City Attorney	787,993	1,556,760	1,569,435	1,081,264
Municipal Court Clerk	68,417	74,545	75,263	81,648
Finance	1,505,450	1,992,219	2,008,594	1,815,391
Procurement	209,053	213,257	213,943	328,919
Transfers	12,060,703	14,108,526	14,108,526	13,189,025
Planning	2,073,681	3,896,107	3,902,022	2,151,777
Office of the Police Chief	789,742	1,070,412	1,176,310	1,294,026
Support Services	5,880,351	6,745,570	6,728,744	7,176,098
Patrol	10,350,518	13,151,753	11,841,875	13,358,174
Criminal Investigations	4,543,208	4,918,561	4,763,963	5,478,045
Communications	3,138,750	3,407,670	3,335,825	3,746,990
Special Operations	3,322,207	3,484,905	3,583,010	4,090,123
Fire Administration	3,315,097	3,609,321	3,658,760	4,271,341
Fire Operations	14,462,777	19,468,253	18,547,130	19,523,117
Public Works Administration	754,468	727,249	732,406	830,668
Engineering	494,280	703,504	685,916	1,063,953
Street Maintenance	2,398,352	3,753,626	3,771,462	3,622,051
Traffic Engineering	1,881,201	2,733,264	2,679,782	2,295,843
Parks & Recreation Administration	727,502	787,087	808,393	897,411
Parks	3,396,532	4,279,244	4,124,894	4,890,542
Aquatic Center	621,594	723,429	745,501	852,789
Recreation	1,864,037	2,566,329	2,417,741	2,813,993
Cemetery	251,689	391,109	406,923	201,327
Events & Venues	1,038,342	1,413,149	1,395,317	1,466,193
Human Resources & Risk Management	1,016,916	1,258,652	1,267,938	1,447,338
General Employee Organization	43,503	64,716	64,716	86,650
Totals	85,191,367	106,167,556	103,880,371	105,992,096
Operating Contingency		25,000	25,000	25,000
Unrestricted Reserves	52,753,551	30,754,073	43,767,763	35,702,916
TOTAL USES	\$ 137,944,918	\$ 136,946,629	\$ 147,673,134	\$ 141,720,012

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

**GENERAL FUND DIVISIONS BY OBJECT CODE
FY 2024/25**

DESCRIPTION	Personnel Services FY 2025	Operating FY 2025	Capital FY 2025	Other FY 2025	Budget FY 2025
City Commission	\$ 241,052	\$ 340,204	\$ -	\$ -	\$ 581,256
Social Services	188,273	-	-	-	188,273
City Manager	981,115	45,281	-	-	1,026,396
City Clerk	418,454	67,699	-	-	486,153
Strategic Communications	699,925	148,729	32,500	-	881,154
Division of Emergency Preparedness	112,471	122,048	118,600	-	353,119
Economic Development	585,730	489,059	-	-	1,074,789
General Government	900,000	2,000,000	-	446,260	3,346,260
City Attorney	816,013	265,251	-	-	1,081,264
Municipal Court Clerk	71,348	10,300	-	-	81,648
Finance	1,513,449	301,942	-	-	1,815,391
Procurement	309,779	19,140	-	-	328,919
Transfers	-	9,765,951	-	3,423,074	13,189,025
Planning	1,756,763	395,014	-	-	2,151,777
Office of the Police Chief	1,127,049	166,977	-	-	1,294,026
Police Support Services	3,145,724	2,863,074	1,167,300	-	7,176,098
Police Patrol	13,163,163	182,511	12,500	-	13,358,174
Criminal Investigations	5,162,722	315,323	-	-	5,478,045
Police Communications	3,690,447	56,543	-	-	3,746,990
Special Operations	3,242,005	827,618	20,500	-	4,090,123
Fire Administration	2,164,176	1,887,165	220,000	-	4,271,341
Fire Operations	16,718,320	2,071,397	733,400	-	19,523,117
Public Works Administration	612,639	165,129	52,900	-	830,668
Engineering	721,767	249,586	92,600	-	1,063,953
Street Maintenance	1,672,570	1,890,281	59,200	-	3,622,051
Traffic Engineering	606,222	1,625,321	64,300	-	2,295,843
Parks & Recreation Administration	604,937	267,474	25,000	-	897,411
Parks	2,912,100	870,042	1,108,400	-	4,890,542
Aquatic Center	633,632	182,157	37,000	-	852,789
Recreation	2,321,283	473,710	19,000	-	2,813,993
Cemetery	95,762	105,565	-	-	201,327
Events & Venues	1,005,640	460,553	-	-	1,466,193
Human Resources & Risk Management	1,294,306	153,032	-	-	1,447,338
General Employee Organization	-	86,650	-	-	86,650
Totals	\$ 69,488,836	\$ 28,870,726	\$ 3,763,200	\$ 3,869,334	\$ 105,992,096
Operating Contingency					25,000
Unrestricted Reserves					35,702,916
TOTAL USES					\$ 141,720,012

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

STORMWATER UTILITY FUND

Although administered as a division of the Public Works Department, the Stormwater Utility is an enterprise fund operation that accounts separately for Stormwater revenues and expenditures. Stormwater services are provided to both residential and commercial units. The Stormwater utility fee is derived from an \$10.46 per month fee for each equivalent residential unit (ERU). An ERU is defined as 2,404 square feet of impervious surface.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Stormwater Utility Fee	\$ 6,579,620	\$ 6,250,000	\$ 6,800,000	\$ 6,970,000
State Grant	-	-	-	-
Interest Earnings	271,220	10,000	275,000	10,000
Miscellaneous	71,837	-	-	-
Subtotal	6,922,677	6,260,000	7,075,000	6,980,000
Fund Balance Carryover	5,306,114	8,114,144	7,415,040	2,148,694
TOTAL SOURCES	\$ 12,228,791	\$ 14,374,144	\$ 14,490,040	\$ 9,128,694
Personal Services	\$ 2,347,160	\$ 2,646,828	\$ 2,652,505	\$ 3,119,020
Other Expenditures	1,284,906	2,900,889	2,920,298	2,412,802
Capital Outlay	828,109	6,231,301	6,330,902	1,945,500
Transfer to Other Funds	353,575	437,641	437,641	348,500
Subtotal	4,813,751	12,216,659	12,341,346	7,825,822
Unrestricted Reserves	7,415,040	2,157,485	2,148,694	1,302,872
TOTAL USES	\$ 12,228,791	\$ 14,374,144	\$ 14,490,040	\$ 9,128,694

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

SOLID WASTE FUND

Although administered as a division of the Public Works Department, Solid Waste is an enterprise fund operation which accounts separately for garbage and trash collection revenues and expenditures. In 2017, the City implemented an underground refuse collection operation that will be used by commercial businesses primarily in the downtown area. The City's refuse service is basically residential and small commercial with large commercial containers handled via franchise. The franchise fee is considered a revenue stream in this fund. Garbage fees will be approximately \$23.96 per month for residential service during FY 2025. Annual rates are adjusted for increases in fuel costs and the Consumer Price Index.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Franchise Fees	\$ 1,268,079	\$ 1,130,176	\$ 1,300,000	\$ 1,313,000
Garbage/Trash Fees	5,053,473	4,983,577	5,357,000	5,544,000
Special Pickup	419,116	445,292	445,292	449,745
Weld Shop Fees	259,516	216,274	250,000	220,000
Other Charges/Fees	70,300	68,296	68,296	68,296
Interest Earnings	179,318	10,000	125,000	10,000
Miscellaneous	11,152	2,650	2,650	2,650
Subtotal	<u>7,260,954</u>	<u>6,856,265</u>	<u>7,548,238</u>	<u>7,607,691</u>
Fund Balance Carryover	<u>1,693,013</u>	<u>3,459,731</u>	<u>2,068,197</u>	<u>975,466</u>
TOTAL SOURCES	\$ <u>8,953,967</u>	\$ <u>10,315,996</u>	\$ <u>9,616,435</u>	\$ <u>8,583,157</u>
Personal Services	\$ 2,248,365	\$ 2,427,214	\$ 2,416,188	\$ 2,655,823
Other Expenditures	2,964,747	3,473,260	3,252,298	3,463,075
Capital Outlay	1,319,684	2,107,720	2,091,703	938,000
Transfer to Other Funds	352,974	953,987	880,780	585,537
Subtotal	<u>6,885,770</u>	<u>8,962,181</u>	<u>8,640,969</u>	<u>7,642,435</u>
Unrestricted Reserves	<u>2,068,197</u>	<u>1,353,815</u>	<u>975,466</u>	<u>940,722</u>
TOTAL USES	\$ <u>8,953,967</u>	\$ <u>10,315,996</u>	\$ <u>9,616,435</u>	\$ <u>8,583,157</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

CENTRAL SERVICES FUND

The Central Services Fund accounts for the costs of operating the centralized services (Information Technology, Warehouse, Fleet Maintenance, and Facilities Maintenance) of the City. Costs are billed to City departments based upon costs to provide the service.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Information Technology	\$ 3,435,036	\$ 3,498,454	\$ 3,498,454	\$ 3,714,152
Facilities Maintenance	5,591,580	7,128,148	7,128,148	6,051,799
Fleet Maintenance	1,954,243	2,300,000	2,600,000	2,600,000
Car Wash Facility	26,579	40,000	40,000	40,000
LYNX Revenue	88,982	138,723	138,723	138,723
Interest Earnings	37,966	5,000	50,000	50,000
Miscellaneous	58,893	20,000	20,000	20,000
Other Miscellaneous	-	35,000	35,000	-
Fund Balance Carryover	<u>986,296</u>	<u>3,285,403</u>	<u>1,560,187</u>	<u>262,138</u>
TOTAL SOURCES	\$ <u>12,179,575</u>	\$ <u>16,450,728</u>	\$ <u>15,070,512</u>	\$ <u>12,876,812</u>
Information Technology	\$ 3,063,248	\$ 3,685,959	3,678,959	\$ 3,714,152
Fleet Maintenance	2,259,255	2,755,005	2,712,681	3,098,539
Facilities Maintenance	5,296,885	8,606,552	8,416,734	6,051,799
Unrestricted Reserves	<u>1,560,187</u>	<u>1,403,212</u>	<u>262,138</u>	<u>12,322</u>
TOTAL USES	\$ <u>12,179,575</u>	\$ <u>16,450,728</u>	\$ <u>15,070,512</u>	\$ <u>12,876,812</u>

FUND SUMMARY 2025 ANNUAL BUDGET

AIRPORT FUND

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

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Aviation:				
Fuel Fees	\$ 233,869	\$ 270,000	\$ 225,000	\$ 238,000
Leased Sites	561,864	638,129	638,129	710,000
Car Rental Fees	69,196	53,500	53,500	53,500
Miscellaneous	18,993	5,000	900	5,000
Non-Aviation:				
Leased Sites	211,144	260,949	260,949	336,948
City Rentals	135,900	178,268	178,268	265,866
Miscellaneous	23,013	5,350	5,375	8,350
Other Transfers/Sources	-	543,526	500,000	1,660,646
Interest Earnings	19,992	5,000	20,000	8,000
Donations	0	34,000	62,942	34,000
Subtotal	1,273,971	1,993,722	1,945,063	3,320,310
Fund Balance Carryover	469,715	361,159	401,630	399,143
TOTAL SOURCES	\$ <u>1,743,686</u>	\$ <u>2,354,881</u>	\$ <u>2,346,693</u>	\$ <u>3,719,453</u>
Personal Services	\$ 764,000	\$ 934,250	\$ 902,689	\$ 1,025,436
Other Expenditures	375,867	466,317	483,921	515,891
Capital Outlay	54,400	530,253	558,940	1,766,246
Debt Service	1,279	-	0	-
Transfer to Other Funds	146,510	111,346	2,000	2,000
Subtotal	1,342,056	2,042,166	1,947,550	3,309,573
Unrestricted Reserves	401,630	312,715	399,143	409,880
TOTAL USES	\$ <u>1,743,686</u>	\$ <u>2,354,881</u>	\$ <u>2,346,693</u>	\$ <u>3,719,453</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

POLICE 2ND DOLLAR ASSESSMENT FUND

These funds flow to the City pursuant to ordinance No. 1287 enacted March 1985 and authorized by Florida Statutes 943.25 (13) which imposes a \$2.00 court cost against every person convicted of a municipal or county ordinance violation where said offense occurred within the City of Kissimmee. These funds are earmarked for police education and training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Police Education Fines	\$ 19,142	\$ 18,000	\$ 18,000	\$ 18,000
Fund Balance Carryover	<u>51,261</u>	<u>41,356</u>	<u>41,356</u>	<u>31,651</u>
TOTAL SOURCES	\$ <u>70,403</u>	\$ <u>59,356</u>	\$ <u>59,356</u>	\$ <u>49,651</u>
Operating Costs	\$ 19,332	\$ 27,705	\$ 27,705	\$ 27,705
Unrestricted Reserves	<u>51,071</u>	<u>31,651</u>	<u>31,651</u>	<u>21,946</u>
TOTAL USES	\$ <u>70,403</u>	\$ <u>59,356</u>	\$ <u>59,356</u>	\$ <u>49,651</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

STATE LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds from property confiscated in police enforcement activities pursuant to Florida Statute 932.701. The funds may not be used for normal operating needs but are to be used to defray the cost of protracted or complex investigations, provide additional technical equipment or expertise, provide matching funds for federal grants or other such appropriate law enforcement purposes as approved by the City Commission.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Forfeiture Proceeds	\$ 36,235	\$ -	\$ -	\$ -
Interest Earnings	15,622	1,500	-	1,500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	<u>380,233</u>	<u>368,408</u>	<u>415,299</u>	<u>390,499</u>
TOTAL SOURCES	\$ <u>432,090</u>	\$ <u>369,908</u>	\$ <u>415,299</u>	\$ <u>391,999</u>
Operating Costs	\$ 16,791	\$ 22,800	\$ 24,800	\$ 24,800
Unrestricted Reserves	<u>415,299</u>	<u>347,108</u>	<u>390,499</u>	<u>367,199</u>
TOTAL USES	\$ <u>432,090</u>	\$ <u>369,908</u>	\$ <u>415,299</u>	\$ <u>391,999</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

FEDERAL LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations or municipal seizures of property where the underlying offense is a violation of federal law. These funds may not be used for normal law enforcement operating needs but are to be used for law enforcement activities associated with seizures/forfeitures, specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Forfeiture Proceeds	\$ -	\$ -	\$ -	\$ -
Interest Earnings	6,745	500	-	500
Fund Balance Carryover	<u>46,525</u>	<u>46,525</u>	<u>53,270</u>	<u>53,270</u>
TOTAL SOURCES	\$ <u>53,270</u>	\$ <u>47,025</u>	\$ <u>53,270</u>	\$ <u>53,770</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves	<u>53,270</u>	<u>47,025</u>	<u>53,270</u>	<u>53,770</u>
TOTAL USES	\$ <u>53,270</u>	\$ <u>47,025</u>	\$ <u>53,270</u>	\$ <u>53,770</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

SCHOOL CROSSING GUARD TRUST FUND

This fund was established to account for the proceeds from the surcharge imposed on parking fines. Pursuant to Florida Statute 318.21, this surcharge must be used solely for the purpose of funding a school crossing guard program.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Fines	\$ 20,005	\$ 3,600	\$ 3,600	\$ 3,600
Interest Earnings	194	50	-	50
Fund Balance Carryover	<u>29,897</u>	<u>-</u>	<u>22,199</u>	<u>-</u>
TOTAL SOURCES	\$ <u>50,096</u>	\$ <u>3,650</u>	\$ <u>25,799</u>	\$ <u>3,650</u>
Operating Costs	\$ 18,850	\$ -	\$ -	\$ -
Transfer to Other Funds	9,047	3,650	25,799	3,650
Unrestricted Reserves	<u>22,199</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>50,096</u>	\$ <u>3,650</u>	\$ <u>25,799</u>	\$ <u>3,650</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

TREASURY FORFEITURE FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations where the underlying offense is a violation of federal law. More specifically, the proceeds received represent seized or forfeited properties that are the result of IRS investigations. These funds may not be used for normal law enforcement operating needs but are to be used only for law enforcement purposes and activities associated with enhancing future seizures or forfeitures, providing specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Forfeiture Proceeds	\$ 6,957	\$ -	\$ -	\$ -
Interest Earnings	4,039	500	-	500
Transfer From Sales Tax	-	-	-	-
Fund Balance Carryover	<u>301,741</u>	<u>78,934</u>	<u>312,739</u>	<u>312,739</u>
TOTAL SOURCES	\$ <u>312,737</u>	\$ <u>79,434</u>	\$ <u>312,739</u>	\$ <u>313,239</u>
Operating Costs	\$ (2.00)	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Unrestricted Reserves	<u>312,739</u>	<u>79,434</u>	<u>312,739</u>	<u>313,239</u>
TOTAL USES	\$ <u>312,737</u>	\$ <u>79,434</u>	\$ <u>312,739</u>	\$ <u>313,239</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

BUILDING FUND

Although administered as a division of Development Services, the Building Fund is a special revenue fund that accounts separately for various permits and plan checking fees as well as the expenses associated with building/fire inspections and permitting.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Building Permits	\$ 3,901,886	\$ 3,500,000	\$ 3,000,000	\$ 3,000,000
Electrical Permits	45,644	25,000	60,000	60,000
Plumbing Permits	69,266	30,000	60,000	60,000
Mechanical Permits	123,716	75,000	140,000	100,000
Impact Fee Allowance	320,929	110,000	140,000	110,000
Plan Checking Fees	17,201	-	-	-
Interest Earnings	290,189	-	225,000	25,000
Miscellaneous	88,921	490,000	919,260	40,000
Transfer from General Fund	30,000	-	30,000	30,000
Fund Balance Carryover	<u>7,050,336</u>	<u>5,103,710</u>	<u>8,041,532</u>	<u>3,246,915</u>
TOTAL SOURCES	\$ <u>11,938,088</u>	\$ <u>9,333,710</u>	\$ <u>12,615,792</u>	\$ <u>6,671,915</u>
Personal Services	\$ 2,040,834	\$ 2,636,782	\$ 2,640,618	\$ 3,041,363
Operating Costs	527,598	624,872	968,670	538,705
Capital Outlay	1,328,124	3,879,119	5,759,589	981,000
Transfer to Other Funds	-	150,000	-	-
Unrestricted Reserves	<u>8,041,532</u>	<u>2,042,937</u>	<u>3,246,915</u>	<u>2,110,847</u>
TOTAL USES	\$ <u>11,938,088</u>	\$ <u>9,333,710</u>	\$ <u>12,615,792</u>	\$ <u>6,671,915</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

CHARTER SCHOOL FUND

This fund was established to account for the full time equivalent (FTE) funds that are received from the Osceola County School District on a biweekly basis to operate the Kissimmee Charter Academy. These funds, less an amount sufficient to pay debt service on the bonds issued to construct the school, are immediately remitted to Imagine Schools, the management company that operates the charter school on a daily basis. The amount retained for debt service is transferred to a debt service fund; payments on the debt are made semi-annually.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Intergovernmental				
Revenue	\$ 6,826,432	\$ 5,800,000	\$ 2,852,931	\$ -
Rents	-	-	165,318	-
Interest Earnings	133,561	15,000	101,923	-
Fund Balance Carryover	<u>2,991,375</u>	<u>2,851,375</u>	<u>3,026,976</u>	<u>-</u>
TOTAL SOURCES	\$ <u>9,951,368</u>	\$ <u>8,666,375</u>	\$ <u>6,147,148</u>	\$ <u>-</u>
Professional Services	\$ 6,165,160	\$ 5,300,000	\$ 4,235,061	\$ -
Other Operating Costs	-	2,500	-	-
Capital Outlay	-	-	-	-
Transfers to Other Funds	759,232	1,837,500	1,912,087	-
Unrestricted Reserves	<u>3,026,976</u>	<u>1,526,375</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>9,951,368</u>	\$ <u>8,666,375</u>	\$ <u>6,147,148</u>	\$ <u>-</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

LOCAL OPTION GAS TAX FUND

This fund was established to account for the proceeds of the Local Option Gas Tax which was authorized by the Osceola County Board of Commissioners and is distributed by Interlocal Agreement as follows:

City of Kissimmee	25.0%
City of St. Cloud	12.5%
Osceola County	62.5%

The City's intention is to utilize these funds to make improvements to City roadways and intersections. Summaries showing personnel and capital outlay for the divisions administered by the Public Works Department begin on the following page.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Local Option Gas Tax	\$ 3,264,648	\$ 3,248,000	\$ 3,428,000	\$ 3,531,000
Interest Earnings	273,674	15,000	250,000	15,000
Miscellaneous Revenue	2,162	3,500	3,500	3,500
Transfer from				
Special Assessments	55	5,000	5,000	5,000
Transfer from Other Funds	875,000	875,000	875,000	1,375,000
Fund Balance Carryover	5,123,481	5,362,154	5,756,414	2,823,859
TOTAL SOURCES	\$ 9,539,020	\$ 9,508,654	\$ 10,317,914	\$ 7,753,359
 Sidewalks	 \$ 686,075	 \$ 775,183	 \$ 777,173	 \$ 871,483
Engineering	343,350	690,141	689,266	742,263
Traffic Engineering	79,264	1,403,839	1,385,335	225,000
Street Maintenance	-	-	-	-
Facilities Maintenance	-	-	-	-
Road Improvements	1,744,205	3,704,188	3,704,356	3,810,000
Transfers:				
Gas Tax Notes	929,712	937,925	937,925	944,669
Other Funds	-	-	-	-
Unrestricted Reserves	5,756,414	1,997,378	2,823,859	1,159,944
TOTAL USES	\$ 9,539,020	\$ 9,508,654	\$ 10,317,914	\$ 7,753,359

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

LOCAL OPTION SALES TAX FUND

On June 5, 1990, a referendum was approved for an additional one-cent sales tax within Osceola County. Only major capital items can be funded from this source of revenue. Over the years, bonds have been issued to fund various projects such as Community Redevelopment improvements, a new Service Center, City Hall and Fire Stations as well as park land purchases and improvements.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Local Option Sales				
Tax	\$ 11,448,003	11,780,000	11,906,000	12,382,000
State Grant	-	-	-	-
Miscellaneous	-	2,124,358	-	-
Interest Earnings	638,196	20,000	800,000	100,000
Transfer from Other Funds	34,131	455,021	455,021	-
Fund Balance Carryover	<u>14,516,388</u>	<u>18,063,607</u>	<u>18,706,205</u>	<u>6,572,000</u>
TOTAL SOURCES	\$ <u>26,636,718</u>	\$ <u>32,442,986</u>	\$ <u>31,867,226</u>	\$ <u>19,054,000</u>
Sales Tax Projects				
by Department:				
City Manager	\$ -	\$ -	\$ -	\$ -
Police	-	268,524	268,524	460,381
Fire	1,231,386	10,376,686	10,376,686	1,158,669
Public Works	1,401,277	3,583,459	3,570,624	975,000
Parks and Recreation	51,650	5,786,226	5,799,060	-
Information Technology	438,345	1,189,139	1,189,138	1,692,250
Transfers:				
Sales Tax Bonds	4,494,168	3,545,275	3,545,275	3,907,350
Capital Lease	313,687	545,919	545,919	545,919
Miscellaneous Funds	-	-	-	-
Unrestricted Reserves	<u>18,706,205</u>	<u>7,147,758</u>	<u>6,572,000</u>	<u>10,314,431</u>
TOTAL USES	\$ <u>26,636,718</u>	\$ <u>32,442,986</u>	\$ <u>31,867,226</u>	\$ <u>19,054,000</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

RECREATION IMPACT FUND

This fund was established to account for the impact fees collected for recreation improvements. Use of these funds is limited to the acquisition, development or capital improvement of neighborhood parks or recreation areas within the City.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Recreation Impact Fees	\$ 1,334,313	\$ 250,000	\$ 250,000	\$ 250,000
State Grant	-	-	-	-
Interest Earnings	136,120	5,000	-	5,000
Fund Balance Carryover	<u>2,751,147</u>	<u>3,986,180</u>	<u>3,816,287</u>	<u>1,885,581</u>
TOTAL SOURCES	\$ <u>4,221,580</u>	\$ <u>4,241,180</u>	\$ <u>4,066,287</u>	\$ <u>2,140,581</u>
Capital Outlay	\$ 308,600	\$ 991,353	\$ 2,180,706	\$ 500,000
Transfer to Other Funds	96,693	346,721	-	-
Restricted Reserves	<u>3,816,287</u>	<u>2,903,106</u>	<u>1,885,581</u>	<u>1,640,581</u>
TOTAL USES	\$ <u>4,221,580</u>	\$ <u>4,241,180</u>	\$ <u>4,066,287</u>	\$ <u>2,140,581</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Intergovernmental				
Revenue	\$ 1,585,450	\$ 1,705,845	\$ 1,741,706	\$ 2,324,878
Interest Earnings	261,734	10,000	250,000	10,000
Miscellaneous Revenue	1,515,984	68,063	68,063	70,517
Transfer from General				
Fund	1,094,505	1,177,618	1,202,375	1,604,964
Fund Balance Carryover	<u>3,940,886</u>	<u>5,117,423</u>	<u>6,341,297</u>	<u>4,212,680</u>
TOTAL SOURCES	\$ <u>8,398,559</u>	\$ <u>8,078,949</u>	\$ <u>9,603,441</u>	\$ <u>8,223,039</u>
Professional Services	\$ 43,566	\$ 107,345	\$ 62,987	\$ 404,890
Other Operating Costs	133,029	343,009	297,672	96,230
General Fund Admin Cost	106,836	110,045	110,045	112,181
Capital Outlay	0	2,686,303	3,026,303	3,750,000
Aid to Private Organizations	270,960	905,000	629,454	950,000
Transfer to Other Funds	1,502,871	1,604,300	1,264,300	1,282,134
Unrestricted Reserves	<u>6,341,297</u>	<u>2,322,947</u>	<u>4,212,680</u>	<u>1,627,604</u>
TOTAL USES	\$ <u>8,398,559</u>	\$ <u>8,078,949</u>	\$ <u>9,603,441</u>	\$ <u>8,223,039</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Intergovernmental				
Revenue	\$ 826,077	\$ 1,203,306	\$ 1,203,306	\$ 1,572,017
Interest Earnings	170,997	5,000	200,000	5,000
Miscellaneous				
Transfer from General				
Fund	773,947	1,127,371	1,127,371	1,472,814
Fund Balance Carryover	<u>2,624,865</u>	<u>3,701,202</u>	<u>4,182,803</u>	<u>3,090,223</u>
TOTAL SOURCES	\$ <u>4,395,886</u>	\$ <u>6,036,879</u>	\$ <u>6,713,480</u>	\$ <u>6,140,054</u>
General Fund Admin Cost	\$ 106,836	\$ 175,751	\$ 175,751	\$ 177,887
Operating Costs	27,432	207,951	210,442	472,839
Capital Outlay	2,415	1,002,099	1,974,999	1,600,000
Aid to Private Organizations	76,400	990,000	1,262,065	790,000
Unrestricted Reserves	<u>4,182,803</u>	<u>\$ 3,661,078</u>	<u>\$ 3,090,223</u>	<u>\$ 3,099,328</u>
TOTAL USES	\$ <u>4,395,886</u>	\$ <u>6,036,879</u>	\$ <u>6,713,480</u>	\$ <u>6,140,054</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

PAVING ASSESSMENT FUND

This fund accounts for the collection of paving and sidewalk assessments. Collections are transferred to the Local Option Gas Tax Fund where the total cost of road and sidewalk improvements are budgeted and accounted for.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Assessments	\$ 13,304	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	<u>60</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES	\$ <u>13,364</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>
Other Operating Costs	\$ 30,543	\$ 5,000	\$ 5,000	\$ 5,000
Transfers to Other Funds	<u>55</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL USES	\$ <u>30,598</u>	\$ <u>10,000</u>	\$ <u>10,000</u>	\$ <u>10,000</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

MOBILITY FEE FUND

During fiscal year 2013, this fund was established to account for the proceeds of the newly implemented mobility fees. These fees were implemented in lieu of transportation impact fees; therefore, future projects that were previously planned for in the Transportation Impact Fund have been moved to the Mobility Fee Fund. These monies will be used to fund new road construction.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Mobility Fees	\$ 4,165,951	\$ 995,500	\$ 995,500	\$ 995,500
Other Transportation Charges	-	-	-	-
Interest Earnings	407,253	35,000	35,000	35,000
Fund Balance Carryover	<u>8,270,546</u>	<u>8,749,766</u>	<u>12,403,648</u>	<u>8,318,838</u>
TOTAL SOURCES	\$ <u>12,843,750</u>	\$ <u>9,780,266</u>	\$ <u>13,434,148</u>	\$ <u>9,349,338</u>
Road Improvements	\$ 1,123	\$ 4,677,760	\$ 4,677,760	\$ 500,000
Transfer to Other Funds	438,979	437,550	437,550	437,550
Restricted Reserves	<u>12,403,648</u>	<u>4,664,956</u>	<u>8,318,838</u>	<u>8,411,788</u>
TOTAL USES	\$ <u>12,843,750</u>	\$ <u>9,780,266</u>	\$ <u>13,434,148</u>	\$ <u>9,349,338</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

UTILITY TAX FUND

City Code Section 26-16 imposes the 8% utility tax on sales of electricity, water, metered or bottled gas, and telecommunication services within the City limits. In October 1995, the rate on telephone services was changed to 7% of intrastate tolls and recurring charges on cellular/mobile telephone or other telecommunication services. Monies are typically transferred to and used for General Fund purposes.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Utility Tax Revenue:				
Electric	\$ 4,719,761	\$ 4,851,062	\$ 4,851,062	\$ 4,948,083
Telephone	2,131,222	2,100,000	2,150,000	2,275,000
Water	626,785	605,000	615,000	625,000
Natural Gas	123,272	145,000	140,000	150,000
Propane Gas	175,846	175,000	175,000	185,000
Fund Balance Carryover	<u>653,127</u>	<u>623,127</u>	<u>605,017</u>	<u>575,017</u>
TOTAL SOURCES	\$ <u>8,430,013</u>	\$ <u>8,499,189</u>	\$ <u>8,536,079</u>	\$ <u>8,758,100</u>
Bad Debt Expense	\$ 51,509	\$ 30,000	\$ 30,000	\$ 30,000
Transfer to General Fund	7,773,487	7,876,062	7,931,062	8,183,083
Unrestricted Reserves	<u>605,017</u>	<u>593,127</u>	<u>575,017</u>	<u>545,017</u>
TOTAL USES	\$ <u>8,430,013</u>	\$ <u>8,499,189</u>	\$ <u>8,536,079</u>	\$ <u>8,758,100</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

2024 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUND

In 2025, the City will be awarded a \$896,880 Community Development Block Grant from the Department of Community Affairs. The proceeds from this grant are to be used for economic development projects.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
State Grant	\$ -	\$ -	\$ -	\$ 896,880
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 896,880
Personal Services	\$ -	\$ -	\$ -	\$ 215,197
Professional Services	-	-	-	27,291
Operating Costs	-	-	-	654,392
Capital Outlay	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	\$ 896,880

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

2024 STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) GRANT FUND

In 2025, the City will be awarded \$628,202 by the Florida Housing Finance Corporation. These funds will be used to provide down payment assistance, foreclosure prevention, housing rehabilitation and rental security deposit assistance.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
State Grant	\$ -	\$ -	\$ -	\$ 628,202
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 628,202
Personal Services	\$ -	\$ -	\$ -	\$ 58,518
Professional Services	-	-	-	566,684
Operating Costs	-	-	-	3,000
TOTAL USES	\$ -	\$ -	\$ -	\$ 628,202

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

2024 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT FUND

In 2025, the City will be awarded HOME funds in the amount of \$297,813 from the Department of Housing and Urban Development (HUD) passed through Osceola County. These funds will be used to provide non-amortized, low interest loans to developers for the acquisition and/or new construction or rehabilitation of affordable rental housing to low-income families.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Federal Grant	\$ -	\$ -	\$ -	\$ 297,813
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 297,813
Personal Services	\$ -	\$ -	\$ -	\$ 23,548
Professional Services	-	-	-	95,672
Operating Costs	-	-	-	178,593
TOTAL USES	\$ -	\$ -	\$ -	\$ 297,813

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

2024 HOME-AMERICAN RESCUE PLAN (HOME) GRANT FUND

In 2025, the City will be awarded HOME-ARP funds in the amount of \$27,828 from the Department of Housing and Urban Development (HUD) passed through Osceola County. This is a one-time grant in which the funds will be used to reduce homelessness, increase housing stability by providing housing in the form of non congregate shelter and services to specific qualifying populations.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Federal Grant	\$ -	\$ -	\$ -	\$ 27,828
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 27,828
Personal Services	\$ -	\$ -	\$ -	\$ 24,564
Professional Services	-	-	-	2,264
Operating Costs	-	-	-	1,000
TOTAL USES	\$ -	\$ -	\$ -	\$ 27,828

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

JUSTICE ASSISTANCE GRANT FUND

Beginning in 1997, the City began receiving grant funds through the United States Department of Justice. The name of this grant has subsequently been changed to the Edward Byrne Memorial Justice Assistance Grant (JAG). The City uses these funds to partially pay salaries and benefits for one Sergeant and two Police Officers.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Federal Grant	\$ 46,063	\$ 53,550	\$ 27,157	\$ 29,974
Transfer from General Fund	260,635	270,542	296,935	310,322
TOTAL SOURCES	<u>\$ 306,698</u>	<u>\$ 324,092</u>	<u>\$ 324,092</u>	<u>\$ 340,296</u>
Personal Services	\$ 280,479	\$ 324,092	\$ 324,092	\$ 340,296
Capital Outlay	26,219			
TOTAL USES	<u>\$ 306,698</u>	<u>\$ 324,092</u>	<u>\$ 324,092</u>	<u>\$ 340,296</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

LOCAL OPTION SALES TAX BONDS FUND

In December 2005, a \$10,000,000 bank note was issued to fund the relocation of Fire Station 11 as well as various drainage and road improvement projects. An additional \$9,500,000 bank note was issued in February 2009 to fund improvements at the lakefront. In FY 2010, the \$10,000,000 bank note was refinanced to take advantage of interest savings. In FY 2011, the \$9,500,000 bank note was converted to a fixed rate note. In FY 2011, an additional note for \$8,000,000 was issued to provide further funding for the lakefront development project. Finally, in FY 2014, an additional note for \$9,600,000 was issued to provide funding for certain roadway improvements and improvements to the lakefront park. For all issues, transfers are made from the Local Option Sales Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Transfer from Local Option Sales Tax Fund	\$ <u>3,110,616</u>	\$ <u>2,165,023</u>	\$ <u>2,165,023</u>	\$ <u>2,161,857</u>
TOTAL SOURCES	\$ <u>3,110,616</u>	\$ <u>2,165,023</u>	\$ <u>2,165,023</u>	\$ <u>2,161,857</u>
Debt Service - Due 10/1	\$ 2,755,000	\$ 1,895,000	\$ 1,895,000	\$ 1,950,000
Debt Service - Current	<u>355,616</u>	<u>270,023</u>	<u>270,023</u>	<u>211,857</u>
TOTAL USES	\$ <u>3,110,616</u>	\$ <u>2,165,023</u>	\$ <u>2,165,023</u>	\$ <u>2,161,857</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

LOCAL OPTION GAS TAX NOTES FUND

In December 2006, the City issued Revenue Notes of \$9,000,000 to fund the construction of various road improvements throughout the City. In November 2010, the City issued additional Revenue Notes of \$4,000,000 to fund further road improvements. In February 2016, the 2006 note was refunded with the Series 2016 Bonds. For all issues, transfers are made from the Local Option Gas Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Transfer from Local Option Gas Tax Fund	\$ <u>287,028</u>	\$ <u>290,841</u>	\$ <u>290,841</u>	\$ <u>294,385</u>
TOTAL SOURCES	\$ <u><u>287,028</u></u>	\$ <u><u>290,841</u></u>	\$ <u><u>290,841</u></u>	\$ <u><u>294,385</u></u>
Debt Service - Due 10/1	\$ 258,514	\$ 265,420	\$ 265,420	\$ 272,192
Debt Service - Current	<u>28,514</u>	<u>25,421</u>	<u>25,421</u>	<u>22,193</u>
TOTAL USES	\$ <u><u>287,028</u></u>	\$ <u><u>290,841</u></u>	\$ <u><u>290,841</u></u>	\$ <u><u>294,385</u></u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

COMMUNITY REDEVELOPMENT NOTES FUND

In March 2004, the City issued a Redevelopment Trust Fund Revenue Note of \$6,000,000 to fund the construction of various improvements throughout the Community Redevelopment Agency's area of responsibility. In 2015, the 2004 Note was refunded by the Series 2015B Note. Transfers are made from the Community Redevelopment Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Transfer from Community Redevelopment Fund	\$ <u>295,249</u>	\$ <u>313,928</u>	\$ <u>313,928</u>	\$ <u>331,903</u>
TOTAL SOURCES	\$ <u><u>295,249</u></u>	\$ <u><u>313,928</u></u>	\$ <u><u>313,928</u></u>	\$ <u><u>331,903</u></u>
Debt Service - Due 10/1	\$ 260,124	\$ 281,964	\$ 281,964	\$ 303,451
Debt Service - Current	<u>35,125</u>	<u>31,964</u>	<u>31,964</u>	<u>28,452</u>
TOTAL USES	\$ <u><u>295,249</u></u>	\$ <u><u>313,928</u></u>	\$ <u><u>313,928</u></u>	\$ <u><u>331,903</u></u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

SERIES 2016 BONDS FUND

In February 2016, the City issued Revenue Bonds of \$42,930,000 to fund the construction of various projects throughout the City and to refund the Series 2006 Note and the Charter School Note. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Transfer from Community Redevelopment Fund	\$ 236,373	\$ 235,604	\$ 235,604	\$ 235,463
Transfer from Local Option Gas Tax Fund	609,000	613,400	613,400	616,600
Transfer from Local Option Sales Tax Fund	1,013,029	1,009,728	1,009,728	1,009,129
Transfer from Mobility Fee Fund	438,979	437,550	437,550	437,289
Transfer from General Fund	637,500	-	-	-
Fund Balance Carryover	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>
TOTAL SOURCES	\$ <u>2,952,310</u>	\$ <u>2,313,711</u>	\$ <u>2,313,711</u>	\$ <u>2,315,910</u>
Debt Service - Due 10/1	\$ 2,182,440	\$ 1,558,141	\$ 1,558,141	\$ 1,576,740
Debt Service - Current	752,441	738,141	738,141	721,741
Restricted Reserves	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>	<u>17,429</u>
TOTAL USES	\$ <u>2,952,310</u>	\$ <u>2,313,711</u>	\$ <u>2,313,711</u>	\$ <u>2,315,910</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

SERIES 2022 BONDS FUND

In May 2022, the City issued Revenue Refunding Bonds of \$26,730,000 to fund the CRA Beaumont Infrastructure Project, Commercial Solid Waste equipment, and to refund the 2021 Line of Credit. Annual debt service payments are being paid for via a transfer from the funds listed below.

<u>ACCOUNT</u>	<u>ACTUAL FY 2023</u>	<u>ADJUSTED BUDGET FY 2024</u>	<u>ESTIMATE FY 2024</u>	<u>BUDGET FY 2025</u>
Transfer from Community Redevelopment Fund	\$ 412,992	\$ 412,992	\$ 412,992	\$ 412,992
Transfer from Local Option Gas Tax Fund	33,684	33,684	33,684	33,684
Transfer from Local Option Sales Tax Fund	370,524	370,524	370,524	736,364
Transfer from Solid Waste Fund	-	567,750	567,750	205,785
Proceeds from Notes	-	-	-	-
Fund Balance Carryover	<u>3,655,080</u>	<u>-</u>	<u>3,245,080</u>	<u>3,245,080</u>
TOTAL SOURCES	\$ <u>4,472,280</u>	\$ <u>1,384,950</u>	\$ <u>4,630,030</u>	\$ <u>4,633,905</u>
Debt Service - Due 10/1	\$ 818,600	\$ 1,384,950	\$ 1,384,950	\$ 1,388,825
Debt Service - Current	408,600	-	-	-
Other Debt Svc Costs	-	-	-	-
Other Financing Uses	-	-	-	-
Restricted Reserves	<u>3,245,080</u>	<u>-</u>	<u>3,245,080</u>	<u>3,245,080</u>
TOTAL USES	\$ <u>4,472,280</u>	\$ <u>1,384,950</u>	\$ <u>4,630,030</u>	\$ <u>4,633,905</u>

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

LIABILITY/WORKERS COMPENSATION SELF INSURANCE FUND

This fund was established to account for all insurance costs of the City. The City maintains the balance considered necessary and funds certain safety program expenditures in addition to insurance premiums and claims. This fund also pays the General Fund for personnel costs allocated to this activity.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Cost Allocations:				
General Fund	\$ 2,100,145	\$ 2,467,134	\$ 2,488,639	\$ 2,810,101
Central Services	187,609	210,899	212,043	229,063
Airport	29,159	38,561	38,561	42,399
Stormwater Utility	195,005	209,162	212,621	224,593
Solid Waste	175,596	177,004	177,004	201,830
Local Option Gas Tax	44,286	44,770	44,770	56,048
Building	49,069	60,592	60,592	74,296
Community Development				
Block Grant	1,573	1,446	1,500	1,643
Other Funds	8,358	8,291	8,291	4,310
Interest Earnings	216,515	20,000	175,000	25,000
Recoveries	190,172	200,000	250,000	210,000
Miscellaneous Revenue	-	56,796.00	-	-
Fund Balance Carryover	2,791,990	2,429,542	1,921,077	1,069,868
TOTAL SOURCES	\$ 5,989,477	\$ 5,924,197	\$ 5,590,098	\$ 4,949,151
Charges by Other				
Funds	\$ 233,805	\$ 233,805	\$ 233,805	\$ 238,345
Operating Cost	205,560	283,498	231,814	544,280
Capital Outlay	110,583	38,598.00	38,599.00	-
Workers Comp Premium				
Workers Comp Claims	471,742	750,000	750,000	750,000
General & Auto Premium	1,900,416	2,366,012	2,366,012	2,606,092
Liability Claims	1,146,294	800,000	900,000	800,000
Unrestricted Reserves	1,921,077	1,452,284	1,069,868	10,434
TOTAL USES	\$ 5,989,477	\$ 5,924,197	\$ 5,590,098	\$ 4,949,151

**CITY OF KISSIMMEE
2025 ANNUAL BUDGET**

HEALTH SELF INSURANCE FUND

This fund was established to account for all health insurance costs of the City. The City maintains the balance considered necessary and funds the administrative expenditures associated with the program as well as the claims.

ACCOUNT	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
Cost Allocations:				
General Fund	\$ 7,126,023	\$ 7,742,403	\$ 7,742,403	\$ 7,834,144
Central Services	553,020	594,427	594,427	621,735
Airport	106,315	118,846	118,846	142,770
Stormwater Utility	398,819	389,910	389,910	459,409
Sanitation	364,866	392,729	392,729	420,623
Local Option Gas Tax	136,943	133,311	133,311	127,852
Building	274,181	348,521	348,521	402,980
Community Development				
Block Grant	37,135	36,837	36,837	39,748
Other Funds	94,240	5,707	50,586	27,922
Dependent Coverage	1,047,171	1,099,800	1,099,800	1,149,800
Interest Earnings	41,932	-	30,000	-
Retiree/COBRA	243,620	217,632	217,632	217,632
Contributions				
Miscellaneous Revenue	20,576	-	-	-
Transfer from General Fund	-	-	-	-
Fund Balance Carryover	650,923	1,114,574	919,071	674,034
TOTAL SOURCES	\$ 11,095,764	\$ 12,194,697	\$ 12,074,073	\$ 12,118,649
Professional Services	\$ 2,111,884	\$ 2,290,532	\$ 2,290,532	\$ 2,612,615
Other Operating Costs	77,704	109,507	109,507	77,500
Health Claims	7,972,009	9,000,000	9,000,000	9,400,000
Capital Outlay	15,096.00	-	-	-
Unrestricted Reserves	919,071	794,658	674,034	28,534
TOTAL USES	\$ 11,095,764	\$ 12,194,697	\$ 12,074,073	\$ 12,118,649

FIVE YEAR PERSONNEL RECAP

DEPARTMENT	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>CHANGE</u>
Full-Time Positions:						
City Commission	5	5	5	5	5	-
City Attorney	5	5	5	5	5	-
City Manager	14	16	15	15	16	1
Economic Development	-	-	5	5	5	-
Finance	14	14	14	14	15	1
Development Services	17	17	19	19	19	-
Police	233	236	250	253	256	3
Fire	112	113	120	139	141	2
Public Works	43	36	40	40	42	2
Parks & Recreation	70	70	72	73	75	2
Human Resources	10	10	10	11	12	1
TOTAL GENERAL FUND	<u>523</u>	<u>522</u>	<u>555</u>	<u>579</u>	<u>591</u>	<u>12</u>
Stormwater Utility	35	35	36	35	36	1
Solid Waste	29	29	29	30	29	(1)
Airport	8	8	9	9	9	-
Central Services	41	41	42	45	48	3
Local Option Gas Tax	13	12	14	13	13	-
Building	20	21	22	26	29	3
Community Dev Block Grant	3	4	5	4	4	-
Justice Assistance Grant	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>-</u>
TOTAL FULL-TIME	675	675	715	744	762	18
All Other Positions:						
City Manager	-	-	-	1	0	(1)
Police :	-	-	-	-	-	-
Auxiliary Officer	5	5	5	5	5	-
Other	7	7	8	9	8	(1)
Fire	2	2	2	2	2	-
Public Works	2	2	1	1	1	-
Parks & Recreation	93	96	94	94	95	1
Human Resources	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>-</u>
TOTAL GENERAL FUND	<u>111</u>	<u>114</u>	<u>113</u>	<u>115</u>	<u>114</u>	<u>(1)</u>
HOME/SHIP	-	-	-	-	-	-
Community Dev Block Grant	<u>-</u>	<u>-</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>-</u>
TOTAL ALL OTHER	111	114	118	120	119	(1)
TOTAL POSITIONS	<u>786</u>	<u>789</u>	<u>833</u>	<u>864</u>	<u>881</u>	<u>17</u>

ITEM 7.A

Approval of City Commission Minutes from August 6, 2024, August 20, 2024, Commission Meetings, and August 8, 2024 and August 27, 2024, Special Meetings

Request

Request Commission approval of the August 6, 2024, and August 20, 2024, Commission Meetings and August 8, 2024, and August 27, 2024, Special Meeting minutes.

Explanation

Minutes of the Commission meeting held on August 6, 2024, August 8, 2024, August 20, 2024, and August 27, 2024, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) - CCM Meeting Minutes August 6, 2024
2. (S) - CCM Special Meeting August 8, 2024
3. (S) - CCM Meeting Minutes August 20, 2024
4. (S) - CCM Special Meeting August 27, 2024



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

1. MEETING CALLED TO ORDER

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

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

Members Absent: None

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence in honor of Stacy Zamfir, Human Resources Risk Manager who recently passed away, Commissioner Alvarez led the audience in the Pledge of Allegiance

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - National Aviation Week

To present a proclamation to Shaun Germolus, Airport Director and his staff, in honor of National Aviation Week.

City Manager Steigerwald read a proclamation in honor of National Aviation Week as the Mayor and Commissioners presented the proclamation to Shaun Germolus and Darlene Roucoulet from the Kissimmee Gateway Airport.

3.B Employee of the Month for August

That the Commission join the City Manager in recognizing Christopher "Chris" Bright of the Public Works & Engineering Department as the Employee of the Month for August.

City Manager Steigerwald introduced Christopher "Chris" Bright of the Public Works Department and reviewed the qualities and attributes which led to his nomination and selection as employee of the month. Chris was noted as looking for ways to improve efficiency with solid waste routes and collection services, as well as for having a positive attitude and cheerful demeanor. He is always ready to take on new tasks and the pride he takes in his job is exemplary.

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.

Mr. Bright commented he is not a man of many words, but he is a man of action.

3.C Presentation of Retirement Watch to Dona Presswood

To recognize Dona Presswood for her 41+ years of dedication of her professional life to the City of Kissimmee.

City Manager Steigerwald and Mayor-Commissioner Gonzalez introduced Dona Presswood and reviewed her history of dedication to the City of Kissimmee over the last 41 years. City Manager Steigerwald commented on his years working with Dona in the Development Services Department and their work with the City for the recovery efforts in Long Beach, Mississippi following Hurricane Katrina. Dona is noted as being quick to offer assistance during emergencies and is a valuable member of the response team for the City. Congratulations to Dona on a remarkable career and we celebrate her service with a wish for a long and happy retirement.

Ms. Presswood commented that she is going to enjoy every moment of the retirement she earned; she is thankful her son and daughter were able to attend tonight.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - An Ordinance amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Institutional (INST): 1504 Patrick St. - LUPA-24-0002, Proposed Ordinance #24-09

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

Approval of a Land Use Amendment changing the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Institutional (INST) on approximately 0.6 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3104 by title.

Brenda Ryan, Senior Planner, reviewed the request for the Final Reading of Proposed Ordinance # 24-09 to change the future land use from Single Family Residential (SL-LDR) to Institutional (INST). The Planning Advisory Board as well as staff recommend approval after holding the Public Hearing.

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

Commissioner Castano moved to adopt Ordinance # 3104. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.B Public Hearing - Final Reading - An Ordinance amending the Zoning Map designation from Single Family Residential (RA-2) to Community Facilities (CF): 1504 Patrick St. - ZMA-24-0001, Proposed Ordinance #24-10

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

Approval of a Zoning Map Amendment changing the Zoning designation from Single Family Residential (RA-2) to Community Facilities (CF) on approximately 0.6 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3105 by title.

Brenda Ryan, Senior Planner, reviewed the request for zoning designation from Residential (RA-2) to Community Facilities (CF) to establish a child care facility. The building was previously used as a church and Planner Ryan noted in the presentation that there is sufficient parking for the proposed facility. Staff recommends approval subject to the approval of the associated Land Use Amendment, LUPA 24-0002.

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

Commissioner Martinez moved to adopt Ordinance # 3105. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.C Public Hearing - First Reading - Proposed Ordinance # 24-11 - Repealing the Charter School Advisory Board

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 9, CHARTER SCHOOL ADVISORY BOARD, SECTIONS 2-334 THROUGH 2-336; AND PROVIDING AN EFFECTIVE DATE

Approval of the First Reading of Proposed Ordinance #24-11 repealing the Charter School Advisory Board.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 24-11 by title.

City Manager Steigerwald reviewed the request for repeal the Charter School Advisory Board after the sale of the City-owned school and property to Imagine Kissimmee Charter Academy. As a result the City is no longer involved in the governance of the school and therefore staff recommends approval.

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

Commissioner Castano made a motion to approve the First Reading of Proposed

Ordinance # 24-11. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

Jeremy Fetzer, Osceola Action Committee, 3532 Bay Court, St. Cloud, Florida, directed his comments relating to the June 18, 2024 Commission Meeting, Item 3.A. and is challenging the lack of an abstention from Commissioner Martinez who, according to Candidate Financial Reports, was paid over \$6,000 by a candidate being considered by the Commission as a qualified candidate for the City election. The Commissioner made an official statement that they were no longer working for the Candidate. Mr. Fetzter presented pictures that identify Commissioner Martinez (Exhibit "A") wearing a shirt with the City logo and her Commission title while attending an event held July 21, 2024 for that same candidate.. The Osceola Action Committee requested the City Commission censure Commissioner Martinez for her false official statement, failure to recuse herself from a vote when documentation of payments totaling over \$6,000 to her was provided. In conjunction with the Ethics complaint these new accusations related to Florida State Statute, Chapter 112 are being referred to the Florida Commission on Ethics and the Florida Department of Law Enforcement.

City Attorney Olga Sanchez de Fuentes, stated she is not prepared to provide a response as this was not provided to her prior to the meeting. She will need to investigate whether there are grounds for the Commission to censure. It appears this is being investigated by outside agencies.

Mayor Gonzalez requested the City Attorney look into this and bring back any findings to the Commission.

Commissioner Martinez refuted the allegations of the Osceola Action Committee and maintained she had no financial gain and it is her right to support whatever candidate she chooses.

7. CONSENT AGENDA

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

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

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the July 2, 2024, and July 16, 2024, Commission Meeting and July 16, 2024, and July 23, 2024, Commission Workshops
Request Commission approval of the minutes from the July 2, 2024, and July 16, 2024, Commission Meetings and July 16, 2024, and July 23, 2024, Commission Workshops.
- 7.B Amendment No. 1 to Memorandum of Understanding with T28, LLC, for Grant Agreement Financial Obligation for Business Airpark Infrastructure
Approval of Amendment No. 1 to Memorandum of Understanding with T28, LLC, for Financial Obligation for Florida Department of Transportation (FDOT) Public

Transportation Grant Agreement (PTGA) in the amount of \$78,750.00. Contract No. 20240436.

7.C Transfer Funds from Airport Reserves to Parcel 8 Project

Approval to transfer funds from Airport Reserves in the amount of \$250,000.00 to Parcel 8 Project.

7.D Resolution to Accept Grant Funding from Florida Department of Transportation for Airport Parcel 8 Project

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Construction of the supporting infrastructure for the development of Parcel 8 Project at Kissimmee Gateway Airport, in the amount of 1,000,000.00. Grant Master No. Par8const.

Resolution # 13-2024

7.E Approval of Microsoft Enterprise Agreement

Request Approval of Contract #20240450 with SHI International Corp for a three-year renewal of the Microsoft Enterprise Agreement (EA) in the amount of \$857,854.77 (\$285,951.59 annually) utilizing Sourcewell contract #121923-SHI.

7.F Civil Engineering Design Services for Fire Station Mill Run Project

Approval of the civil design services agreement (contract #20240408) with KPM Franklin for the City of Kissimmee Fire Station Mill Run project in the amount of \$91,920.00. The funds are budgeted and available in the Sales Tax Fund.

7.G Construction Services for the Kissimmee Fire Department Training Facility Pavilion

Approval to award construction services agreement (contract #20240460) for the Kissimmee Fire Department Training Facility Pavilion project to MVB & Associates, Inc. in the amount of \$489,775.

7.H Bermuda Estates Drainage Improvement Project

Approval of Change Order No. 1 to amend the current contract price for Kimley-Horn and Associates, Inc. (KHA) contract number 20230229 by \$10,685 for the completion of additional work needed to complete the design due to additional issues that needed to be addressed.

7.I Construction Services for the Chambers Park Community Center Renovation

Approval to award construction services agreement (contract #20240461) for the Chambers Park Community Center Renovation project to FSV Construction Company in the amount of \$222,367.

7.J Resilient Florida Program Grant for Vulnerability Assessment Project

Approval to accept \$340,000.00 in Federal grant funding awarded to perform a comprehensive inland vulnerability assessment for compliance with the requirements outlined in Section 380.093, Florida Statutes, and to amend the budget to reflect the funding received.

7.K Lakeside Community Center Design Project

Request approval of contract # 20240133 with The Lunz Group to provide architectural services and to be funded from the Sales Tax Fund which will cover the schematic design and the design development documents in the amount of \$132,036. The remainder of the scope in the amount of \$204,681 will be available and funded by the bond once secured.

7.L Federal Aviation Administration Airport Grant Offer for Tower Design

Approval to accept an Federal Aviation Administration (FAA) Bipartisan Infrastructure Law

(BIL) – Federal Contract Tower (FCT) Grant of \$1,000,000 to develop the design and VISTA Report Study for a new Federal Contract Control Tower at the Kissimmee Gateway Airport. Grant Master No. ATCTDesign.

- 7.M Approval to apply for the Urban and Community Forestry Capacity Grant
Approval to apply for the Urban and Community Forestry Capacity Grant funded by the Florida Department of Agriculture and Consumer Services and allow the City Manager to sign any documents related to the application and award process.
- 7.N Approval to apply for the Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant
Approval to apply for the Florida Department of Environmental Protection Water Quality Improvement Grant and for the City Manager to sign any documents related to the application and award process.
- 7.O Revision to CP1605 - Charitable Donation & Sponsorship Policy - Community Benefit Funds
Approve the Parks and Recreation Advisory Board recommended revisions to city policy CP1605 - Charitable Donation & Sponsorship Policy - Community Benefit Funds.
- 7.P Revision to CP1403 - Event Fee Waiver Grant Program
Approve the Parks and Recreation Advisory Board recommended revisions to City Policy CP1403 - Event Fee Waiver Grant Program
- 7.Q State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 1124 Lindsay Way, Kissimmee, FL 34744
Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement, Contract #20240039, with Osceola Council on Aging, LLC, and Norman Alan Fraser.
- 7.R Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.S First Amendment to the contract with Global Public Safety, LLC for Emergency Vehicle Upfitting Services
Approval to extend the current contract with Global Public Safety, LLC for upfitting of the Police Department's vehicle (contract 20230085) through June 1, 2029, and for the Mayor to execute the First Amendment extending the term through June 1, 2029.
- 7.T Amended & Restated Interlocal Agreement for Golden Knight Boulevard Maintenance and City Ownership of Golden Knight Boulevard
Request acceptance of the Special Warranty Deed transferring ownership of Golden Knight Boulevard to the City, and approval of the Amended & Restated Interlocal Agreement between the City of Kissimmee and the Knightsbridge Community Development District (CDD) for the maintenance and ownership of Golden Knight Boulevard.
- 7.U Amendment to the FY 2023-24 budget for Parks and Recreation Youth Programs
Approval of an amendment to Parks and Recreation Revenue and Expense budget for FY 2023-24 for Youth Programs.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A DKCRA - 2024 Holiday Lighting Services Contract

The DKCRA is requesting the approval of contract # 20240474 with We Hang Christmas Lights for 2024 holiday decoration installation, removal, maintenance, and storage.

Benjamin Burnett, Redevelopment Planner, Downtown Kissimmee Community Redevelopment Agency, reviewed the request to provide holiday light design, installation, as a single source vendor in the amount of \$59,710.50 with \$49,710.50 coming from the Downtown Kissimmee CRA (DKCRA) and \$10,000.00 from the Kissimmee Parks & Recreation Department. Staff believes the selected vendor has the knowledge and experience after being a subcontractor previously on this project. Plans include additional lighting to be added throughout downtown.

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

AYE: CRA Chairwoman Gonzalez, CRA Commissioner Alvarez, CRA Commissioner Castano, CRA Commissioner Eady, CRA Commissioner Martinez

NAY: None

Motion carried 5 - 0.

8.B DKCRA - Downtown Alleyway Improvement Project Design Services

The Downtown Kissimmee Community Redevelopment Agency (DKCRA) is requesting the approval of a \$49,343.15 budget transfer to initiate design services by AECOM on an alleyway improvement project.

Benjamin Burnett, Redevelopment Planner, reviewed the request for a Downtown Alleyway Improvement to include City-owned alleys between Broadway and Church Street from Darlington to Neptune. The estimated cost of the entire project is \$808,556; pictures were displayed as reference to the priority of providing streetscaping, street lighting, increased lighting and removal of hazardous conditions for better pedestrian safety. The proposed cost of the design services is \$49,343.15 with funds coming from the Downtown CRA Reserves Account. Additional funding toward the total cost will be provided from the Public Works and Parks & Recreation Department.

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

AYE: CRA Chairwoman Gonzalez, CRA Commissioner Alvarez, CRA Commissioner Castano, CRA Commissioner Eady, CRA Commissioner Martinez

NAY: None

Motion carried 5 - 0.

**COMMUNITY DEVELOPMENT AGENCY BOARD ADJOURNS AND
RECONVENES AS THE CITY COMMISSION**

8.C Social Services Agency Updates

Social Services Competitive Grant Agency Updates

Deputy City Manager Desiree Matthews, reminded the Commission that these are the last two agencies to provide their presentations to the Commission. First we have Mr. Timothy Turane, Director of Public Affairs & Community, for Osceola Community Health Services.

Timothy Turane presented a video outlining the key information on his agency, the budget, and key services they provide. Some of the programs highlighted in the video were Phone2Home, drive-through food drives that include health care services for families.

Over 2,500 families have been affected by their services, which translates to over 7,500 individuals who have been touched by the services provided this year with the assistance of the City of Kissimmee Social Service Funding. A brochure was distributed (Exhibit "B") which provided information about their goals, contact information, and the Phone2Home program which is made possible by the Florida Blue Foundation.

The Commission asked questions of Mr. Turane which highlighted services provided to transient members of our community. They have approximately two-hundred (200) staff members, but they have only three (3) members that work on outreach. Currently, there are nine-hundred forty-three (943) families that need housing and out of that total, seventeen (17) have income to afford housing. They may qualify for services through other programs. For example, Osceola Commission District 2, 3, and 4 provide funding for the Senior Smiles Osceola programs. Questions about funding from City of St. Cloud is in the works but not fully available at this time. No funding has been requested from Kissimmee Utility but KUA has been a sponsor of the annual health festival.

Deputy City Manager Matthews introduced Kristen Lafferty from the Osceola Opportunity Center.

Ms. Lafferty distributed copies of her PowerPoint Presentation (Exhibit "C") and explained the Opportunity Center has been providing services in Osceola County for 54-years in Kissimmee with their mission of empowering individuals by providing employment placement, person-centered training, and community integration for adults with disabilities. They serve clients from their only location, which is on Clyde Avenue in Kissimmee. The services they provide include Adult Day Training, Transportation to and from the Center, Supported Employment, Supported Living Services, Personal Support, and Employment Services. The 2023-2024 Social Services Competitive Grant Ward provided \$4,959.75 which was used to partially fund a music therapy program for the Adult Day Training participants. The two (2) weekly sessions allowed 110 individuals to participate in the program that provides improved cognitive, motor, social, emotional, communication, and overall forms of wellness for all age groups.

Ms. Lafferty continued her presentation by reviewing services their participants provide in the community. For example, delivering for Meals on Wheels, cleaning City parks, volunteering at the Osceola History Center, and volunteering to repackage soaps that are distributed to third-world countries. Students age-out of the school system at age 22 and there are over 22,000 individuals waiting for funding to participate in programs like theirs.

Mayor Gonzalez commended the organization for all their work in the community and Commission members commented on their Gala Fundraiser, allowing visits to the center which allows for a better understanding of the needs for those they serve. , Ms. Lafferty explained funding from Osceola County that supports their transportation program and Commissioner Arrington provided funding which will allow the music program for the remainder of the year. The final comments by Ms. Lafferty included their agency provides services to all of Osceola County and a small part of South Orlando; they have applied for funding from Kissimmee Utility and TOHO Water for the upcoming year.

Deputy City Manager Matthews thanked the two (2) agencies who presented information on their agencies tonight to update the Commission. As a follow-up to the program,

notice of funding availability was issued on August 1, 2024 so the agencies in the process have the information. We received two (2) new requests to apply after new agencies spoke with a Commissioner. The deadline for submittal is September 2, 2024. The Commission will get the information and will be making a decision on September 17, 2024. The consensus of the Commission is to stay with the averaging process.

Commissioner Eady suggested looking at a program that would join the contributing agencies and receiving agencies together so that we are not duplicating processes and providing multiple agencies to fund the same programs. Deputy City Manager Matthews explained that we had a process through Heart of Florida United Way approximately 15 years ago and although the funding agencies kept their monies separate, the organization requesting funds applied and was reviewed as part of the collective process that was followed to disperse funds. It will be too late for this year, but we can start the conversation to change to this type of process for next year.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald thanked the Mayor for recognizing Stacy Zamfir, our Human Resources Risk Manager, a long-term employee who recently passed away suddenly after a short illness. It has been a shock to the employees. Stacy will be greatly missed and there are plans to have a memorial service for her in the next few weeks. Our thoughts and prayers go out to her family, friends, and co-workers.

9.B CITY ATTORNEY

City Attorney Sanchez de Fuentes, in response to Mr. Fetzer's comments under Hear the Audience, clarified for the record she would only be looking into the current policy and ethics laws regarding commissioners campaigning in city apparel. All other matters should be handled by the agency investigating the allegations.

9.C CITY COMMISSION

Commissioner Castano stated this is another month for voting, we need to do the right thing, God Bless you all.

Commissioner Eady congratulated the Kissimmee Gateway Airport for getting the funding for a new Control Tower. City Manager Steigerwald added that we were notified by Congressman Soto last week that in addition to the \$1 million the Commission accepted tonight, there is an additional \$340,000 for design work coming to Kissimmee. This is 100% grants which the Federal Aviation Administration (FAA) does not normally provide, but they recognize the need.

Commissioner Eady questioned the process of distributing sandbags; a resident asked if they could pick-up bags prior to a storm coming. City Manager Steigerwald stated there are two reasons we don't do it early. First, we would have to have a crew on standby all the time to prepare for the distribution and the second is the issue is the longevity of the sandbags themselves; they are not meant for longtime storage and will deteriorate and will not be effective for the blocking the water.

Commissioner Alvarez offered support for the U.S. Olympic Team and wished them well at bringing home the gold.

Commissioner Martinez thanked everyone for coming to the meeting tonight. She specifically thanked Code Enforcement and Police for their assistance with the Civic Center Polling location.

Mayor Gonzalez commented that it is sad what is happening with the elections right now, we need to lift each other up and hope that God will put the right people in the right position.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:12 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Photo Distributed by Jeremy Fetzer
Hear the Audience
Item 6.

Exhibit "A"
8/6/2024 6.
Hear the Audience



Exhibit "B"
Hand-out Brochure
Osceola Community Health Services
Item 8.C.

What is Phone2Home?

Phone2Home focuses on connecting patients with quality health services and community resources.

The goal of the program is to reduce preventable ER visits by providing participants with care management services and a Primary Care Medical Home.

Resources



For all services provided by Osceola Community Health Services, including medical and dental services contact:



844-943-8600



@Osceolahealthcare_org



Osceola Community Health Services



Osceolahealthcare.org

osceolahealthcare.org

Phone2Home is a program made possible by:

Florida Blue 
Foundation

8.C. 8/6/2024



Help for **Non-Emergency** Situations is only a **phone call** away

Phone2Home

844-943-8600



COVID-19 has amplified obstacles for individuals seeking:

- Medical & Dental
- Mental Health
- Chronic Disease Management
- Nutrition & Food Assistance
- Employment
- Career Skill Training
- Affordable Housing
- Utilities Assistance
- Transportation Services

In response, Osceola Community Health Services partnered with Florida Blue Foundation to launch:

Phone²Home

that addresses these challenges.

Our goal when we provide assistance to you is to:

Help to connect people with the services they need.

Reduce preventable ER visits.

Educate the community about alternatives to the ER.

Enroll the uninsured with a primary doctor.

Improve health outcomes and quality of life.



Who will Benefit from the program?

- Emergency Room Patients
- Patient with Chronic Conditions
- Aging Population
- Mental Health Population
- Substance Abuse
- People who Lack a Medical Home
- Population with Psychosocial Needs
- Homeless
- Patient with Transportation Challenges

DID YOU KNOW?

At least one-third of all ER visits are “preventable”, meaning that they are non-urgent.



Exhibit "C"
PowerPoint Presentation
Osceola Opportunity Center, Inc.
Item 8.C.



The
Opportunity
Center, Inc.

Empowering individuals by providing employment placement, person-centered training and community integration for adults with disabilities.

Serving our Community since 1970



310 North Clyde Avenue, Kissimmee, FL

2023-2024 Social Services Competitive Grant Award

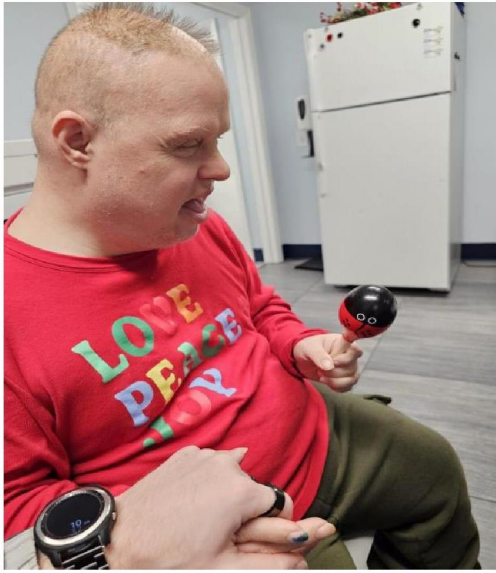
- \$4,959.75 awarded for Music Therapy for Adult Day Training Participants. Accounts for 0.4% of our \$1,383,755 Agency budget
- 2 weekly one hour music therapy sessions
- 20 clients per session
- 110 individuals have participated in music therapy sessions
- 26 Sessions have been conducted to date
- Grant funding will cover 35 sessions
- The Opportunity Center is going to fund costs for additional sessions until the end of the fiscal year.

What is Music Therapy?

- Music therapy is a clinical, evidence based, and Allied health profession that utilizes music as the tool to accomplish therapeutic goals and objectives, through and with a qualified professional. Music therapy is a holistic form of intervention, best utilized to accomplish and improve cognitive, motor, social, emotional, communication, and overall forms of wellness within different populations, ages, settings, abilities and disabilities. Music therapy works best by meeting an individual where they are at, who they are, their needs, and working together towards a common goal for their future.

Benefits of Music Therapy

- Education and learning
- Providing means for an emotional outlet
- Support for rehabilitation
- Providing support for other forms of therapies
- Self expression
- Mental health support
- Providing a sense of community
- Reducing pain











Impact and Community Needs

- Provide a safe place for individuals with intellectual and developmental disabilities to attend daily.
- Opportunity for individuals to continue to learn and gain new skills.
- Social opportunities which promote positive mental health.
- Opportunities for community integration.
- Volunteer opportunities.

The Future

- Over 22,000 individuals with a developmental disability are currently on the waiting list for Ibudget Funding.
- Every month students are aging out of the school system at age 22.
- Record growth in Osceola County is bringing new families to the area. Many of these families have loved ones with a disability in need of services.
- Increasing cost of living is forcing everyone in the household to work and/or take second jobs.
- Without adequate services families are forced to choose between providing supervision for their loved one with a disability or providing financially.



The intent of The Opportunity Center's services is to support the individuals we serve in choosing and performing valued roles in the community, in acquiring or improving their functional skills and increasing their independence in all areas of their lives.

**Thank you
for your
support!**



**MEETING MINUTES
SPECIAL MEETING OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
THURSDAY, AUGUST 8, 2024 AT 5:30 PM**

1. MEETING CALLED TO ORDER

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

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

Members Absent: Commissioner Olga Castano

Mayor Gonzalez called the meeting to order at 5:30 PM.

2. DISCUSSION ITEMS

City Manager Steigerwald announced that at the request of Commissioner Martinez and approval by three (3) commissioners, a special meeting has been called under Section 2-51 of the City Code. He turned the remainder of the discussion over to Commissioner Martinez.

Commissioner Martinez confirmed requesting the special meeting due to continued complaints surrounding the civic center and early voting. To mitigate the complaints, she hopes to resolve any issues and have the commission come to an agreement on whether changes need to be made to the city's current policy. The commissioners engaged in discussion about possible changes to the sign policy at the civic center during elections. Signage cannot be regulated as it violates freedom of speech. The commission brainstormed potential resolutions including removing signs all together.

Mayor Gonzalez opened the floor for anyone who wished to speak on the item. The following individuals spoke:

- Jeremy Fetzer, 3532 Bay Court, Saint Cloud, FL (Osceola Action Committee)
- John Arguello, 1728 Boat Launch Road, Kissimmee, FL (Osceola School Board)
- Sandra Cruz, 2035 Balboa Way, Kissimmee, FL
- John Cortez, 216 Old Mill Circle, Kissimmee, FL (Current Candidate)
- Angel Roman, (address unknown)
- Mr. Alberto, 2636 Old Dixie Highway, Kissimmee, FL
- Ms. Fetzer, 3532 Bay Court, Saint Cloud, FL
- Jackie Espinosa, 2800 Swoop Circle, Kissimmee, FL (Current Candidate)
- Lisandra Roman, 711 S. Emory Ave, Kissimmee, FL (Current Candidate)
- John Ramirez, 1811 Blissful Drive, Kissimmee, FL
- Olga Carino, 307 E. Monument Ave, Kissimmee, FL (Current Candidate)
- Jose Barretto, 307 E. Monument Ave, Kissimmee, FL

Each speaker provided their remarks and recent experiences at the Civic Center during the early voting period, which began on August 5, 2024. Specific issues were discussed and addressed regarding overflow of signage, lack of available space for campaign teams to set up, violations of the current policies and ordinances by candidates, usage of tents and RVs,

illegal signage, violation of the Supervisor of Elections protocols (150 foot boundary), city resources being expended such as law enforcement and code enforcement personnel, potential penalties for violators, social media content and slandering, and the animosity and tension growing between candidate campaigns.

Mr. Fetzer, Mrs. Fetzer, and Ms. Cruz communicated their experiences witnessing threatening behaviors and policy violations from the Carino campaign. Commissioner Martinez and Mr. Fetzer debated her participation and presence at the Civic Center to support the candidate of her choice, and the issues that have risen between the campaign teams and code enforcement.

Mrs. Carino, Mr. Barretto, and Mr. Cruz asserted that they are continuously provoked by Mr. Fetzer and the Osceola Action Committee and want the behavior to cease and assert they have ran a clean campaign and were unaware of certain rules. Mr. Fetzer requested they comply with the policies and laws like all candidates running must do.

Current candidates John Cortez, Jackie Espinosa and Lisandra Roman all spoke on their opinions of what's taking place at the Civic Center and provided insight to the Commissioners on the challenges they are facing with this years election.

Commissioner Eady questioned the City Manager if each candidate was given the sign policy prior to early voting. City Manager Steigerwald confirmed that all candidates were emailed the documents prior to qualifying, were given a copy by the Supervisor of Elections and also given another copy by the City Clerk during qualifying week.

City Manager Steigerwald reviewed the signage size limits and mobile signage rules; explaining that it was City Code, not policy. He further reviewed the code enforcement process such as reasonable time must be given to allow for the correction of a violation. All candidates that were issued warnings have since corrected the violation(s).

Development Services Director Craig Holland stated that tents are not in the current policy because they are already included in the City Code. He reviewed those requirements in detail as well as the boundaries in which signage and tents can be placed. Commissioner Alvarez sought clarification regarding the 150 foot zone rule; it was confirmed that rule is imposed by the Supervisor of Elections Office, and must be adhered to, including by law enforcement. There were claims of signs being placed near the Civic Center doors inside the 150 foot boundary and Director Holland will have staff look into it. They reviewed fining individuals for violating policy and how City code enforcement processes differs from County's.

Mayor Gonzalez stated that she does not want to see any candidates rights to signage be taken away but respect for each others campaign is a must. She authorized Mr. Fetzer and Ms. Carino to approach the podium and make their final comments. She closed the discussion for any future comments on the matter.

Commission consensus is that all candidates respect each other and agree to move forward amicably; acknowledging the current policies and laws in place surrounding the Civic Center and election sign placement.

3. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:50 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, AUGUST 20, 2024 AT 6:00 PM**

1. MEETING CALLED TO ORDER

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

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

Members Absent: Commissioner Olga Castano, Deputy City Manager Desiree Matthews

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 24-11 - Repealing the Charter School Advisory Board

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 9, CHARTER SCHOOL ADVISORY BOARD, SECTIONS 2-334 THROUGH 2-336; AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance #24-11 repealing the Charter School Advisory Board.

City Attorney Sanchez de Fuentes read Ordinance # 3106 by title.

City Manager Steigerwald reviewed the request for repeal the Charter School Advisory Board after the sale of the City-owned school and property to Imagine Kissimmee Charter Academy. As a result the City is no longer involved in the governance of the school and therefore staff recommends approval.

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

Commissioner Eady moved to approve the Final Reading of Ordinance # 3106. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing – Resolutions Adopting Substantial Amendments to the CDBG 2017-2018 and 2022-2023 Annual Action Plans

Approval of the Substantial Amendment to the CDBG Annual Action Plans for Fiscal Years: 2017-2018 and 2022-2023 to reallocate funding from completed or under performing activities; execution of the Amended Resolutions by the Mayor.

Frances DeJesus, Development Services Department, reviewed the request for the Commission to adopt a Resolution for the expenditure and reallocation of funds for 2017-2018 and 2022-2023 Annual Action Plans. Funds for these two (2) Action Plans will be redistributed to a newly established project for the rehabilitation of the Haven on Vine project. Available CDBG funds for 2017-2018 total \$27,404.84 and 2022-2023 are \$122,843.39; total funds to be redistributed are \$150,248.03 for Project CM2408. The City met the required 30-day comment period with no citizen participation, therefore staff recommended approval.

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

Commissioner Eady made a motion to approve the Public Hearing and Adopt Resolution # 14-2024 (2017-2018) and Resolution # 15-2024 (2022-2023). Commissioner Martinez seconded the motion.

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

NAY: None

Motion carried 4 - 0.

6. HEAR AUDIENCE

Alex Alemi, 424 Lakeshore Blvd, Kissimmee, addressed the Commission with comments on the election voting processes used in Osceola County and the State of Florida. During Mr. Alemi's comments he reviewed different types of voting systems and provided a flyer to the Commission on the Star Voting System (Exhibit "A") which allows for scoring the candidates. Mr. Alemi expressed his opinion of the "Star Voting" program and encouraged the Commission to investigate options that are fair and accurate ways to vote.

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 Alvarez seconded the motion.

Motion carried 4 - 0.

7.A Binding Lot Agreement and Sidewalk Easement with Adventist Health System/Sunbelt, Inc.

The City Commission is requested to approve a Binding Lot Agreement and Sidewalk Easement with Adventist Health System/Sunbelt, Inc., to facilitate the development of a property as a parking lot. (Contract #20240478).

- 7.B Federal Aviation Administration Airport Grant Offer for Air Traffic Control Tower Design
Approval to accept a Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) Grant of \$413,697.00 to develop the design and VISTA Report Study for a new Federal Contract Control Tower at the Kissimmee Gateway Airport. Grant Master No. ATCTDesig2.
- 7.C Resolution for the acceptance of Grant Funding from Florida Department of Transportation for Air Traffic Control Tower Design
Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) to develop the design and VISTA Report Study for a new Federal Contract Control Tower at the Kissimmee Gateway Airport in the amount of \$36,773. Grant Master No. ATCTDsng-S.
- Resolution # 16-2024 was Adopted.
- 7.D Purchase of Property at 1007 Martin Luther King Boulevard
Approval of the purchase of property at 1007 Martin Luther King Boulevard from Poma Homes, LLC (contract #20240479) for right of way (ROW) needs related to the Mann Street Extension Project in the amount of \$125,000.

8. DISCUSSION ITEMS

- 8.A Request for Mayor Gonzalez to attend the 2024 Children & Families Summit
Request from Mayor Gonzalez to approve her attendance at the 2024 Children & Families Summit on September 4-6, 2024 at the JW Marriott Orlando, and for the associated expenses to be covered by the City.
- Commissioner Martinez commented she researched information on the Children & Families Summit and feels it would be beneficial for the City to have attendees with the Haven on Vine project.
- Commissioner Martinez made a motion to Approve. Commissioner Alvarez seconded the motion.
- AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Eady, Commissioner Martinez
NAY: None
- Motion carried 4 - 0.
- 8.B Retirement Benefit for Elected Officials
Staff is seeking guidance on how to proceed with implementing a Retirement Benefit for Elected Officials.
- City Manager Steigerwald informed the Commission this is being brought back for discussion after there was conversation on the subject at the Budget Workshop in July. If the Commission intends for their selected option to be effective October 1, 2024, two (2) Public Hearings would need to be held in September.
- The Commission and staff discussed options and asked questions of the Pension Plan Administrator Linda Gomez and Human Resources Director Roxane Walton. Option A: Pension - Defined Benefit was discussed but might not be beneficial due to the low number of members that would be eligible for that plan with their limited number of years of service. As another option, the buy-in (buy-back) to enter the General Pension was discussed and the Commission would be required to contribute the cost for their previous

years of service including the City portion of the contribution. This would be costly for the Commissioners based on the number of years they would need to buy back. The City contribution for employees varies yearly based on the investment returns for the plan.

A question was asked whether the City could pay a portion of the cost for the Commissioners to enter the pension plan. It was explained that the cost for someone to join the pension plan cannot be a cost to the plan and would be the responsibility of the person entering the pension plan. The buy-back option currently prohibited by ordinance to allow members to join the plan at a cost to the City or the retirement plan itself and its current members. For the Actuary to provide a report of the cost per Commissioner to buy-back previous time, each Commissioner would be required to pay the \$450.00 cost of an actuary report to be generated. Pension Plan Administrator Gomez explained that once you are a member of the Plan, the City could contribute its portion going forward as it does for all employees. With Option A: Pension with Defined Benefits, the cost to the Commissioners to buy-in would be either 3.69% (Tier 1) or 7.5% (Tier 2) of their salary, plus the City contribution amount and also what the Plan would have received in investments if they had invested your money. An example was given of a firefighter who paid to buy-back one (1) year and their cost was \$26,000.00 for one year.

City Manager Steigerwald confirmed that if an employee joined the City later in life and wanted to buy-back years toward their retirement, the ordinance for the Plan is written that the person entering the plan would have to pay what the City would have contributed for them to be a member of the plan for that number of years.

A question was asked concerning when benefits start for full-time employees and the response was directed specifically to pension plan members who would be immediately added to the plan with partial vesting at 5-years and 100% vested at 10-years. The consensus of the Commission was whether they could be considered full-time employees so they receive the same level benefits as the City employees.

Human Resource Director Walton confirmed the Commission is considered modified full-time so that they receive health insurance. City Manager Steigerwald stated there would not be any additional benefits by making the Commission full-time, since the Commission already receives health insurance as a benefit. The remaining benefits would not be part of the Commission's compensation as their salaries are mandated by the City Charter and are based on population; the only requirement is for the Commission to attend two (2) Commission meetings a month. The Commission salaries are not calculated based on an hourly rates.

City Manager Steigerwald was direction by the Commission to get answers to the question of the easiest way for the Commission to be part of the City Pension Plan so it can be brought back to the next meeting for a vote.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission there will be a Special Meeting on Tuesday, August 27, 2024, at 5:30 pm to accept the August 20, 2024, Election Returns and approve the Election Proclamation for the names to appear on the ballot for the November Run-off Election. The Lottery Drawing will be held on Monday, August 26, 2024, at 3:00 p.m.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Eady wished all the candidates well and thanked them for taking time out of their lives to be an elected official representing the people; it is not an easy job.

Commissioner Alvarez wished the best of luck to all the candidates in tonight's election.

Commissioner Martinez asked for consensus from the Commission on allowing the individual Commissioners to join the Florida Black Caucus; the cost is approximately \$75 per year. City Manager Steigerwald said that it should not be a problem to get into the final budget.

Commissioner Eady requested to attend the National League of Cities Conference in the spring of 2025. City Manager Steigerwald stated we could budget for all to attend if the Commission feels this would be valuable.

Commissioner Martinez made a motion to approve the Commission members being members of the Florida Black Caucus or other membership for the same purpose at \$75 per year. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

Mayor Gonzalez thanked everyone for the opportunity to serve as the Mayor; she is not sure if the election will decide on a new Mayor tonight. If not decided, she'll see everyone in September.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:33 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Hand-out – Star Voting
Speaker Alex Alemi
Hear the Audience
Item 6.



STAR VOTING

SCORE - THEN - AUTOMATIC - RUNOFF

Item 6
Hand-out
8/20/2024

Necessity is the mother of invention and the last few decades have been groundbreaking for election reform. **STAR Voting** is a cutting-edge voting method that is fair, accurate, and nationally viable.

Give your favorite 5 stars, give your worst-case-scenario a 0, and arrange the rest in order of preference.

- ★ **Vote your conscience!**
- ★ **No more vote-splitting or spoiled elections!**
- ★ **If your favorite can't win, your vote still makes a difference!**
- ★ **Your vote automatically goes to the finalist you prefer.**
- ★ **Levels the playing field!**
- ★ **Fights polarization!**

**STAR VOTING**
SCORE - THEN - AUTOMATIC - RUNOFF

- Give your favorite five stars.
- Give your last choice zero or leave blank.
- Equal scores are allowed.
- Score other candidates as desired.

	Worst					Best
	0	1	2	3	4	5
Andre	0	1	2	3	4	5
Blake	0	1	2	3	4	5
Carmen	0	1	2	3	4	5
David	0	1	2	3	4	5
Erin	0	1	2	3	4	5

The two highest scoring candidates are finalists.
Your full vote goes to the finalist you prefer.
The finalist with the most votes wins.

Host your own election at: star.vote

Our current system forces voters to pick one candidate only, and the incentive is to vote for frontrunners who you think are electable...

... but who gets to decide who's "electable"?

BETTER VOTING for a **BETTER WORLD**

starvoting.org



Q: What's wrong with our current voting method?

- "Choose One" Plurality Voting is wildly inaccurate if there are more than two candidates in the race. That's why we have a two-party system. Voters with more candidates on their side can end up divided and conquered.
- It's especially vulnerable to "The Spoiler Effect," which is a type of vote-splitting that allows candidates opposed by the majority to win, wastes votes of those who don't vote for a frontrunner, prevents accountability, drives polarization, and magnifies the influence of money in politics.

Q: Why not just go with Ranked Choice Voting?

- Although RCV is an improvement, it has some serious flaws, especially in elections with three or more viable candidates.
- Ranked ballots are more expressive, but not all rankings given are actually counted. RCV is tabulated using multiple elimination rounds, which can skew results based on the order of elimination.
- Voters whose favorite isn't eliminated until the last round won't have their next choice counted. Limits on how many candidates can be ranked lead to high rates of exhausted ballots. It's not necessarily safe to rank your favorite first.
- STAR Voting is more transparent and accurate. Votes are tallied using addition and ballots can be counted locally, unlike RCV which requires centralized tabulation.
- STAR Voting was invented to deliver on the goals of older methods like RCV while addressing well-documented issues with the 150-year-old system.

Comparing Voting Methods

	Choose One (Plurality)	Choose One + Top Two Runoff	Ranked Choice (IRV)	STAR
Spoiler Effect / Vote Splitting	YES	In primary but not in general election	YES - With 3 or more viable candidates	NO
Gives an advantage to some types of candidates	Favors polarizing candidates who are "viable"	Favors polarizing candidates who are "viable"	Strong underdog candidates are at a disadvantage	NO
Voided Ballots: Ballots voided due to voter error.	Extremely Rare	Extremely Rare	Common. Equal rankings, skipped rankings, and ranking candidates twice all can void your ballot.	Rare. giving a candidate two scores can void your ballot
Wasted Votes and Exhausted Ballots	Not voting for a frontrunner is a wasted vote	Not voting for a frontrunner is a wasted vote	Exhausted Ballots are not counted in deciding round	NO
Ballots tabulated locally?	Local tally	Local tally	Centralized Tally	Local tally
Tabulation Complexity	Add up votes	Add up votes	Multiple elimination rounds and vote transfers	Add up stars, then add up votes
Accuracy measured by Voter Satisfaction Efficiency *	87%	91%	92%	99%
Incentive to honestly support to your favorite *	-14.5% Strong disincentive	-1.2% Weak disincentive	-3.5% Moderate disincentive	12.0% Strong incentive

EQUAL.VOTE

Key: Worst to Best



* Data from peer reviewed article, "STAR Voting, Equality of Voice, and Voter Satisfaction", Constitutional Political Economy, 2023



**MEETING MINUTES
SPECIAL MEETING OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 27, 2024 AT 5:30 PM**

1. MEETING CALLED TO ORDER

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

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

Members Absent: None

Mayor Gonzalez called the meeting to order at 5:30 PM.

2. DISCUSSION ITEMS

2.A Acceptance of the August 20, 2024, Election Returns for Commission Seat # 1, # 3 and # 5

Commission acceptance and approval of the August 20, 2024, City of Kissimmee General Election Returns for Commission Seat #1, #3 and #5.

City Manager Steigerwald reviewed the request for the Commission to accept the Official Election Results for August 20, 2024.

Commissioner Martinez made a motion to accept the Official Election Results for August 20, 2024. Commissioner Castano seconded the motion.

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

NAY: None

Motion carried 5 - 0.

2.B Run-Off Election Resolution in Support of Election Proclamation and Designation of Names to Appear on the Ballot

Commission adoption of a resolution in support of a Run-Off Election Proclamation with the order of the candidates' names as they will appear on the ballot for the November 5, 2024, Run-off Election.

City Manager Steigerwald reviewed the results of the Lottery, below, held on Monday, August 26, 2024, at 3:00 p.m. and requested the Commission adopt the Resolution supporting the Election Proclamation and Designation of Names to Appear on the November 5, 2024 Ballot for the City Run-Off Election.

Seat # 1

Noel Ortiz

Lisandra Roman

Seat # 3

Carlos Alvarez III

Nichole Wagoner de Arguello

Seat # 5

John Cortes

Jackie Espinosa

Commissioner Castano made a motion to adopt Resolution # 17-2024. Commissioner Martinez seconded the motion.

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

NAY: None

Motion carried 5 - 0.

3. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 5:33 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B**Reclassify funding from the Florida Department of Law Enforcement (FDLE) Cyber Task Force as a Grant****Request**

Authorize the Chief of Police to execute the FDLE Orlando Cyber/ESST Financial Assistance Agreement (Grant CYBER23) with the Florida Department of Law Enforcement (FDLE), accept funding from FDLE in the amount of \$12,500, and amend the budget accordingly.

Explanation

The Kissimmee Police Department (KPD) is a participating agency with the Cyber Task Force and Electronic Surveillance Support Team. FLDE has allocated up to \$12,500 to reimburse the City of Kissimmee for overtime and travel / training expenses to assist with these efforts during the period from 7/1/2023 through 6/30/2024 upon KPD's execution of a Financial Assistance Agreement. KPD has already entered into the agreement and received the funds, but seeks to reclassify such funds as grant funding upon the advice of the City's Finance Department.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15100334 334200	Cyber23	Increase	12,500	
15130403 505559	Cyber23	Increase	12,500	

Financial Summary:

This grant is a reimbursement grant with reports filed quarterly.

Recommendation

Authorize the Chief of Police to execute the FDLE Orlando Cyber/ESST Financial Assistance Agreement (Grant CYBER23) with the Florida Department of Law Enforcement (FDLE), accept funding from FDLE in the amount of \$12,500, and amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Kissimmee Police Dept FY-23-24-ESST-Contract

City of Kissimmee

**Financial Assistance Agreement between the
Florida Department of Law Enforcement
And
the Kissimmee Police Department**



This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Kissimmee Police Department (herein referred to as "Recipient" or "Participating Agency"); and

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, and

WHEREAS, the parties entered into a Multi-Agency Voluntary Cooperation Mutual Aid Agreement (MAA) to establish terms and conditions for the purpose of facilitating and providing technical assistance and equipment in criminal investigations in Florida, which became effective upon signature of the authorized representative of the parties and will remain in effect until; and

WHEREAS, the MAA provides that the participating agency agrees to provide technical and investigative assistance upon request; and

WHEREAS, the Department has budget authority and available funds for the 2023-2024 fiscal year to reimburse the Participating Agency for eligible costs resulting from allowable activities as defined in this agreement incurred during the course of investigative operations;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. Certification or attestation of the receipt of deliverables from an FDLE Task Force Leader must be received and accepted by FDLE's Office of Criminal Justice Grants (OCJG) prior to payment and are subject to subsequent audit and review to the satisfaction of the FDLE. FDLE's determination of acceptable expenditures shall be conclusive.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. Any travel paid from this agreement will be in

accordance with State of Florida travel guidelines, including maximum rates for per diem, mileage, and lodging rates.

OVERVIEW AND FUNDING

Project Title: Electronic Surveillance Support Team and Cyber High Tech Task Force

Project Start Date: 07/01/2023

Project End Date: 06/30/2024

Program Activities and Scope of Work

This grant provides reimbursement, not to exceed \$12,500 per task force member, to participate in investigative operations or related training. The Recipient will provide task force members to work overtime, provide vehicles and fuel for the personnel, and provide personnel with necessary FDLE-approved training.

Total reimbursement for all participating agencies for the ESST/CHT task force under FDLE's appropriation shall not exceed \$300,000.

Available funds may be reprogrammed based on the operational needs of the task force; therefore, the actual amount to be reimbursed may be reduced subject to the availability of funds.

Deliverables, Performance and Reports

Task force members will conduct operations during the 2023-2024 state fiscal year according to the MAA. Task force members must be approved by FDLE's task force leader and must pass an FDLE background investigation. Activities shall be considered authorized only when approved and directed by an FDLE supervisor or command designee. FDLE's task force coordinator or designee shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement, including each operation's supervisor or designated leader.

The deliverables for this agreement are the completion of training in direct support of task force activities, and the performance of task force investigative activities and operations by authorized task force members as directed by the FDLE task force leader or supervisor. The minimum performance for these activities will be determined based on the needs of each investigation and communicated to task force members by the supervisor or task force leader.

Documentation of performance and deliverables will consist of signature certification by an FDLE task force leader or supervisor on each payment invoice. The Department will determine the specific required services and activities and associated costs based on the nature of each investigation. Active criminal intelligence information, active criminal investigative information, and information revealing surveillance techniques, procedures, or personnel are exempt from public records disclosures under section 119.071(2), F.S.; therefore, specific activities will not be detailed in this agreement or subsequent performance or expenditures reports.

Distribution and Payments

This award is a cost-reimbursement agreement for eligible costs incurred during the term of the agreement for satisfactory performance of eligible activities described in the Budget Narrative. Only project costs incurred on or after the start date, and on or prior to the end date are eligible for reimbursement. Expenditures must be supported with documentation and verified prior to payment.

The parties agree that all expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

The parties agree that any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE.

Budget Narrative

The total available for all participating task force agencies under this program is \$300,000. Requests for payment will be processed and paid in the order received by FDLE up to the total \$300,000 available for all participating agencies.

Funds will be reimbursed up to an annual maximum of \$12,500 per task force participant.

Overtime (Salaries and Benefits):

Grant funds will be used to pay overtime or straight-time pay in excess of a task force member's contracted regular pay hours for participating in joint task force operations under the direction of an FDLE task force leader.

Expense – (Travel and Training):

Grant funds will be used to pay travel costs for task force members participating in FDLE approved training in direct support of joint task force operations. Training funded under this Agreement must receive **pre-approval** from the FDLE HQ Investigation and Forensic Sciences/Cyber High Tech Crimes, Special Agent Supervisor and/or the ESST or Cyber Inspector assigned to the IFS/HQ Cyber High Tech Crime unit in Tallahassee via email using the standard FDLE travel/training email format. Recipient shall submit pre-approval request through their local FDLE Task Force leader. The Task Force Leader will coordinate approval of the training event with FDLE IFS Cyber High Tech Crime Unit in Tallahassee. The request shall include the following:

- Task Force member name
- Task Force member agency
- Name and number of training course
- Date of training
- Location of training
- Estimated cost of training, to include a breakout of registration, travel and per diem expenses

Recipients shall provide documentation of the training approval as backup with the request for reimbursement.

Grant funds will be used to pay mileage costs for task force members utilizing the Recipient's vehicles in joint task force operations under the direction of an FDLE task force leader. Mileage will be documented in a sufficient manner to be directly attributable to joint task force operations, and reimbursed at a rate in accordance with State of Florida travel guidelines.

All expenditures related to travel must be in accordance with the terms and conditions of this agreement and will be reimbursed by FDLE up to the amount paid by Recipient, not to exceed amounts specified in section 112.061, F.S. Per Diem may be reimbursed at a rate not to exceed \$80 per day. Meals will be reimbursed at the State of Florida rate of \$6 for Breakfast, \$11 for lunch, and \$19 for dinner.

Documentation must support the per diem and travel were for a participant employed by the Recipient, incurred in conjunction with investigative operations or training pre-approved by the task force leader pursuant to the MAA, and were in accordance with this agreement and F.S. 112.061. Documentation includes, but is not limited to, agendas, training certifications, registration confirmation, payment receipts, etc.

Supporting backup documentation for all travel costs will consist of those specified in this section and Florida Statute, and recorded on a State of Florida Travel Voucher.

Supporting backup documentation for all personnel costs will consist of the Recipient's written compensation and pay plan, timesheets supporting time worked was in excess of the individual's regular pay and contracted hours, payroll records supporting the amount of personnel costs paid, and time/activity records supporting time worked were for approved task force activities. For assistance with any contract or financial issues, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

Name: Pam Lynch
Phone Number: 407-847-0176 ext. 3208
Email: pam.lynch@kissimmee.gov

Financial Contact

Name: Pam Lynch
Phone Number: 407-847-0176 ext. 3208
Email: pam.lynch@kissimmee.gov
Agency FEID Number: 59-600348
Remit Address: 8 North Stewart Avenue
Kissimmee, Florida 34741

Recipient elects to submit ☐ Monthly OR ☒ Quarterly invoices to the Department.

STANDARD TERMS AND CONDITIONS

Financial Expenditure Reports, Payment, and Invoice Requirements

The Recipient shall submit monthly or quarterly invoices to the Department (as selected above). Invoices shall be signed by the Recipient's Chief Financial Officer or the Chief Financial Officer's designee. The final invoice for payment shall be submitted to the Department no more than 30 days after the end date of the agreement.

Financial Consequences

If the Recipient fails to perform in accordance with this agreement, the Department will apply financial consequences as described in accordance with sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to withholding funds, withholding payments until deficiency is corrected, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent permitted, or termination of the agreement. Any payment made in reliance on the Recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment to the extent of such error.

Overpayments and Offsets

The Recipient shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Recipient by the Department, and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Recipient or its auditor, or upon written notice by the Department, the Recipient will be charged interest at the lawful rate of interest on the outstanding balance until returned.

Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Recipient under this or any other contract or agreement.

Financial Management

The Recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded. The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain

books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

Subcontracts

The Department may conduct, and Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this Agreement, and will not assign the responsibility for this Agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Conflict of Interest

The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law

The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

Compliance with Statutes, Rules, and Regulations

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this

agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the FDLE which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Civil Rights

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited

The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records

As required by section 287.058(1) (c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in section 119.011(12), F.S. as prescribed by section 119.07(1) F.S., made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

Notice of Legal Actions

The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Inspection and Retention of Records

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Recipient that are directly related to the performance of the agreement or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

Audits

The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (section 20.055, F.S.).

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes.

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Cody Menacof
Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with section 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds.

Recipient's Confidential and Exempt Information

By executing this agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs:

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient 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 the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and section 119.07(1), F.S.

In the event funds for payment pursuant to this agreement become unavailable, the Department may terminate this agreement with twenty-four (24) hour written notice in writing to the Recipient. The Department shall be the final authority as to the appropriation, availability and adequacy of funds.

In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity.

The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient.

This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

E-Verify

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract.

Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting

Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including strikeouts, whiteout, etc. are not permitted.

PARTICIPATING AGENCY:

Signature: Betty Holland DATE: 08/18/2023
Name: Betty Holland
Title: Chief
Agency Head/Chief Official

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

Signature: _____ DATE: _____
Name: _____
Title: _____ Special Agent-In-Charge REGION: _____

OFFICE OF CRIMINAL JUSTICE GRANTS

Signature: _____ DATE: _____
Name: _____
Title: _____ Bureau Chief

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

Kissimmee Police Department
Professional Standards – Supervisory Endorsement



Curtis McGehee
Legal

Comments: _____

Date: 8/16/23

☐ APPROVED

☐ NOT APPROVED

☒ RECOMMENDED

☐ NOT RECOMMENDED



Betty Holland
Chief

Comments: _____

Date: 8/18/23

☒ APPROVED

☐ NOT APPROVED

☐ RECOMMENDED

☐ NOT RECOMMENDED

ITEM 7.C

Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program

Request

Approval of Budget Transfer in the amount of \$185,731.47 from Capital Outlay Reserve (00190700-509276) to Other Contract Services (00135103-503434) to cover the amount not budgeted for this payment. Additionally, approval of payment in the amount of \$685,731.47 in accordance with the contract.

Explanation

On September 26, 2023, the City Commission approved an Intergovernmental Transfer (IGT) agreement with the Agency for Health Care Administration (AHCA) in order to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

The City executed a Letter of Agreement (LOA) with AHCA for IGTs not to exceed \$685,731.47 for FY24. Once executed, the City will receive \$945,409.04 in reimbursements from the managed care organizations. Because the proposed operating budget was due before receiving the total amount due, the department's budget request included an estimated amount of \$500,000. As a result, funds had to be transferred from other projects and accounts to cover the full payment, which is causing a shortage in some of those accounts. When forecasting the department's budget for the remainder of FY24, these transfers will cause the department to be over budget in several of its accounts.

Therefore, Staff is requesting a budget transfer in the amount of \$185,731.47 from Capital Outlay Reserves (00190700-509276) to Other Contract Services (00135103 503434) to cover the under-budgeted amount of this payment. The department will limit its spending to only necessary items and those budgeted items already approved for the remainder of the fiscal year. Any funds not needed will be returned.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00190700-509276		Decrease		\$185,731.47
00135103-503434		Increase		185,731.47

Financial Summary:

Any funds not needed will be returned to the reserves.

Recommendation

Approval of budget transfer for, and payment of, the Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

None

ITEM 7.D

Task Order No. 4 for Professional Service Agreement with Avcon, Inc., for Airport Air Traffic Control Tower

Request

Approval of Task Order No. 4 of the professional service agreement, Contract No. 20230139 between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for Airport Air Traffic Control Tower and Site Work – Design and Permitting, in the amount of \$1,449,563.00.

Explanation

The proposed project will provide the design and preparation for bidding services to construct a new Air Traffic Control Tower (ATCT). The service will ensure the proper siting (location), and visual criteria are met, as required by the Federal Aviation Administration. Current industry standard designs will be implemented as AVCON coordinates the needs of the local air traffic control personnel and the City of Kissimmee.

The professional service agreement between the City of Kissimmee and AVCON, Inc. was executed on February 7, 2023, for engineering design and permitting services. All hours and expenses are included in Lump Sum Costs as shown in Attachment A of the provided document, which is consistent with the original project agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170106-506393	AP2201	Decrease	9,193	9,200
47070109-509171		Increase	9,193	9,200

Financial Summary:

The amount of the (BIL-FCT) Grant is \$1,000,000.00 FAA No. 3-12-0038-045-2024. This grant is 100% Federally funded, requiring no local match.

The additional amount of the project is \$459,663.00, of which this (BIL-AIG) Grant is \$413,697.00 FAA No. 3-12-0038-046-2024. This grant is 90% \$413,697 Federally funded, 8% \$36,773 FDOT funded. All three grants were previously approved by the Commission on August 6th, 2024, Item 7. L, and August 20, 2024 agenda Items 7.B and 7.C.

The 2% \$9,193 Airport share will be transferred from Airport funds remaining allocated in the Master Plan Project.

Recommendation

Approval of Task Order No. 4 of the professional service agreement, Contract No. 20230139 between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for Airport Traffic Control Tower and Site Work – Design and Permitting, in the amount of \$1,449,563.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter: Shaun Germolus

Attachment(s):

1. ISM Air Traffic Control Tower Independent Fee Estimate
2. (S) Task Order 4_AVCON_ ATCT Design_JAK



1520 South Boulevard
Suite 200
Charlotte, NC 208023

☎ 704-752-0610
rsandh.com

Independent Fee Estimate

for

Kissimmee Gateway Airport

Air Traffic Control Tower (ATCT) Design Services and
Permitting Support Services

Prepared for:

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

Prepared by:

RS&H, Inc.
1520 South Boulevard
Suite 200
Charlotte, NC 28023

June 2024



rsandh.com

Table of Contents

Description	Page No.
Purpose of the Independent Fee Estimate	3
Project Scope	4
Contents of Fee Estimate	5
Assumptions Applied in this Estimate	5
Fee Analysis Summary	6
Appendices	
Appendix I: Scope of Work	
Appendix II: Estimated Engineering Fees	



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Purpose of the Independent Fee Estimate

This document has been prepared under a services agreement with the City of Kissimmee/ Kissimmee Gateway Airport.

The purpose of this document is to prepare an Independent Fee Estimate (IFE) for Design Services and Permitting Support Services for a new Air Traffic Control Tower (ATCT).

This document has been prepared in accordance with the guidelines contained in FAA Advisory Circular 150/5100-14E, Architectural, Engineering, and Planning Services for Airport Grant Projects. This document is intended for use by the Sponsor as a guide for negotiating the fee for the consultant services as described in the attached Scope of Work.

Project Scope

The City of Kissimmee has selected **Avcon, Inc. Engineers & Planners** to provide design services and permitting support services for the new Air Traffic Control Tower (ATCT) at the Kissimmee Gateway Airport, with support from the following subconsultants:

Cal-Tech Testing, Inc.

POND/CTBX Aviation

Connico, Inc.

Following is a list of project tasks that the Architect/ Engineers will undertake to accomplish the overall objective – design of the new ATCT:

Project Tasks

Task 1 Preliminary Design/Management

Task 2 Final Design/Management

Task 3 Geotechnical Testing

Task 4 FAA Grant Applications

Task 5 Project and Cost Administration

Task 6 DBE Goals/ Methods/ Accomplishments

Task 7 City DRC Permitting Process / Fees

Task 8 SFWMD Permitting

Task 9 FDEP\DEH Permitting

Task 10 Architectural, Fire, Structural, and Equipment Design

Task 11 ATCT Siting Study/VISTA Report

Task 12 ATCT Cost Estimating

Refer to Appendix I for a more detailed description of the Scope of Work for this project.

Contents of Fee Estimate

Project definitions provided in the Scope of Work were used as the basis for determining the work tasks for the Fee Estimate.

Assumptions Applied in this Estimate

Overhead Rates

Overhead rates vary among consulting firms depending on the nature of their work and accounting/ billing procedures. For the purpose of this analysis, billing rates per hour shown understood to include a 170% overhead rate.

Profit

Normally, the accepted rate of profit falls within the ten percent to fifteen percent range. For the purposes of this analysis, a profit rate of 15% is understood to be included in the billing rates per hour provided.

Expenses

Historically, project-related expenses are in the five percent to fifteen percent range. For purposes of this analysis, expenses were estimated to be in the 5% range.

Fee Analysis Summary

The Fee Analysis Summary for the project is as follows:

Project Tasks	Labor Cost	Subconsultants	Other Direct Expenses
Task 1 Preliminary Design/Management	\$79,180.00		\$19,000.00
Task 2 Final Design/Management	\$449,860.00		\$19,250.00
Task 3 Geotechnical Testing		\$27,000.00	\$16,000.00
Task 4 FAA Grant Applications	\$52,700.00		
Task 5 Project and Cost Administration	\$27,320.00		
Task 6 DBE Goals/ Methods/ Accomplishments	\$8,340.00		
Task 7 City DRC Permitting Process / Fees	\$30,372.00		\$1,750.00
Task 8 SFWMD Permitting	\$30,372.00		\$1,750.00
Task 9 FDEP\DEH Permitting	\$30,372.00		\$1,750.00
Task 10 Architectural, Fire, Structural, and Equipment Design		\$613,020.00	\$15,000.00
Task 11 ATCT Siting Study/VISTA Report		\$72,220.00	
Task 12 ATCT Cost Estimating		\$65,100.00	
Total Estimated Design Services Costs:	\$708,496.00	\$777,340.00	\$74,500.00
Grand Total	\$1,560,336.00***		

*** Total fee for project through Task 12 including labor, subconsultants' fees, and other direct expenses) is **\$1,560,336.00**



AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

TASK ORDER No. 4
TO THE
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)

AND

AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)

This is a TASK ORDER AMENDMENT entered into, effective this _____ day of _____ 20____, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated February 7, 2023, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this TASK ORDER AMENDMENT, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect. For the purposes of this document, the terms TASK, TASK ORDER, and TASK ORDER AMENDMENT, have the same meaning.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

SCOPE OF SERVICES:

Provide technical design engineering services in connection with Attachment A as follows:

AIRPORT TRAFFIC CONTROL TOWER AND SITE WORK – DESIGN AND PERMITTING

All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services and Fee Structure between Consultant and Client therein.

The **LUMP SUM COST** of this AMENDMENT is One Million Four Hundred Forty-Nine Thousand Five Hundred Sixty-Three Dollars (**\$1,449,563.00**) as detailed in Attachment A. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.

The anticipated construction phase of the physical project improvements is understood to be approximately **\$16M to \$20M**, to be completed later under a separately funded project. The SPONSOR project representative and **AVCON** shall jointly determine interim production and review milestones.

This TASK ORDER AMENDMENT and all referenced attachments shall constitute the complete work order for this assignment.

Client Concurrence :

CITY OF KISSIMMEE

By: _____
Authorized Signature

Honorable Olga Gonzalez

Mayor - Commissioner

Date: _____

ATTEST

Date: _____

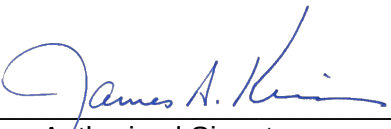
Approved as to form and legality.

City Attorney

Date

Consultant Concurrence :

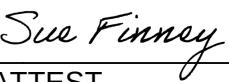
AVCON, INC.

By: 
Authorized Signature

James A. Kriss, P.E.

Vice President

Date: August 27, 2024


ATTEST

Date: August 27, 2024

ATTACHMENT A
SCOPE OF SERVICES FOR
CITY of KISSIMMEE GATEWAY AIRPORT

AIRPORT TRAFFIC CONTROL TOWER AND SITE WORK – DESIGN AND PERMITTING

FAA Bipartisan Infrastructure Legislation (BIL) Federal Contract Tower (FCT) Airport Improvement Grant (AIG) Competitive Funds FY2024 and (AIG) Allocated Funds FY 2024 / 2025

This Scope of Services includes the design and permitting services to generate construction documents for the AIRPORT TRAFFIC CONTROL TOWER AND SITE WORK project, and associated improvements. The following terms are utilized: SPONSOR or Airport – City of Kissimmee Gateway Airport; CITY – City of Kissimmee, CONSULTANT – AVCON, Inc; DISTRICT or SFWMD – South Florida Water Management District; FDEP/DEH – Florida Department of Environmental Protection / Department of Environmental Health; ACOE – Army Corps of Engineers, FAA – Federal Aviation Administration, FDOT – Florida Department of Transportation, KUA – Kissimmee Utility Authority, TWA – Tohopekaliga Water Authority, FWC – Florida Fish and Wildlife Conservation Commission, FCT – Federal Contract Tower program, FBC – Florida Building Code, CAEMEP – Civil, Airfield/site Electrical, Mechanical, building Electrical, Plumbing disciplines.

I. PROJECT DESCRIPTION AND BACKGROUND

This project consists of the design and permitting necessary for the construction of airside and landside civil, site electrical, site datacomm, power, and utility improvements to support the AIRPORT TRAFFIC CONTROL TOWER AND SITE WORK area on the Kissimmee Gateway Airport. This project also includes, architectural, structural, mechanical, fire, plumbing, building electrical, security, and data-comm design efforts necessary to meet FAA standards for the ATCT structure and foundations. The latest Florida Building Code, and local codes will be used for the basis of design, per the local Authorities Having Jurisdiction (AHJ), for the City of Kissimmee, Florida.

This project includes the development of the Safety Risk Management Documentation (SRMD), coordination with Federal Contract Tower program implementation personnel at FAA, and generation of the siting\ Virtual Immersive Siting Tower Assessment (VISTA) report, safety assessment, 7460-1 permit filings, and VISTA report submittal to the FAA.

The original site 2 was changed with approval by the FAA TechOps team in favor of site 5, which places the ATCT 50 feet further south-east than site 5 (please refer to the project exhibit). This was done in order to clear the mat foundation from utilities adjacent to the electrical vault, increase separation for fire protection vehicles and security, and move the ATCT further away from Runway 15-33.

The proposed project anticipates an ATCT that is approximately 115 feet tall, from ground level to the top of the parapets, and approximately 85' to the controllers' eye height, pending the final designs.

II. TASKS

The design services will be performed by:

CONSULTANT: AVCON, Inc.

The Design and Permitting Engineering Services performed by the CONSULTANT can generally be described as the studies and scientific production necessary to complete contract documents adequate for construction by a qualified contractor based on competitive bids, pursuant to FAA rules and regulations.

Note: Bidding will be performed to generate a construction side grant application as required by federal rules. It is understood that bidding will not be compensated for under this agreement, but later under a separate construction grant agreement, as FAA considers bidding part of the construction side services.

The Scope of Services for the CONSULTANT is broken out into **BASIC SERVICES** and **SPECIAL SERVICES**.

BASIC SERVICES includes:

A. Preliminary Design/Management (CAEMEP) – 10% - 30% level

1. Project Initiation and Scoping.

The CONSULTANT shall communicate and coordinate with the SPONSOR via telephone, letters, fax and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the CONSULTANT services agreement. The CONSULTANT will prepare a CONSULTANT services agreement including a detailed work scope narrative and itemized fee schedule for submission to the SPONSOR and the FAA for review and approval. The CONSULTANT will coordinate the preparation of the contract with the SPONSOR's staff. The CONSULTANT will make changes to the work scope narrative and the fee schedules of the selected proposal.

- a. Open the project inside the company system and prepare internal financial project initiation forms for time charging.
- b. Prepare an agenda for, attend, and conduct an initial scoping session meeting with the Client to discuss the major elements of the project, timeline, and take notes for generating a scope proposal and fee.
- c. Generate at least one exhibit drawing in AutoCAD 2024 or later, depicting the proposed project to be designed.
- d. Prepare a preliminary project schedule predicated on Airport and FAA timelines for review of the scope and fee.
- e. Prepare draft man-hour breakdown, scope proposal, and fee to include items 3 and 4 above, and transmit pdf via email to SPONSOR for review and approval.
- f. Transmit draft scope/fee proposal to SPONSOR, receive comments and incorporate into the final version.
- g. The CONSULTANT will prepare letters of transmittal and will distribute copies of the final contract to the SPONSOR and the CONSULTANT's

executive management for original authorized signatures. The CONSULTANT will prepare letters of transmittal and will distribute to the SPONSOR, FDOT, and FAA, as applicable.

2. Project Coordination and management

Lead and manage the design team and provide single point of contact with the Sponsor for the duration of the project's preliminary design. Review record drawings, interview Sponsor staff, visit the site, and conduct a field analysis of the existing conditions pertinent to the PROJECT; generate and review sub-consultant scopes of work and schedule; establish billing and reporting procedures; establish lines of communication, etc. Conduct and submit minutes from internal and external preliminary design and kick-off meetings. Coordination with FAA and FDOT.

Internal disciplines: Airfield Electrical, Site power and technology, security, airfield civil, site civil, ATCT electrical, ATCT Mechanical, ATCT Plumbing.

External disciplines (performed by professional sub-consultants): ATCT Architectural, ATCT controller equipment \ electronics, ATCT Structural and foundations, ATCT Fire Protection and Alarms, ATCT SRMD, ATCT cost controls and estimation.

3. Preliminary Investigations

Coordinate pre-design geotechnical investigation, existing drainage conditions, existing electrical conditions, and coordinate and/or monitor the field activity of each with the Airport. The original topographic survey for the vault and original tower site 2 will be utilized is included in this task and not separate, as the survey area encompassed enough for site 5 (the approved site for the ATCT).

4. Analyze design soils exploration report, exiting survey data, existing drainage, and electrical conditions. Additional deep borings, soils analysis, CBR for pavement, soils bearing analysis, and other parameters will be performed to supplement the original site 2 geotechnical report.

Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections, structural foundations, and construction methodologies. Evaluate and determine suitability of subgrade materials for use as a foundation for the new ATCT and pavement structures. Evaluate the existing topographical features. Determine electrical conditions and routing at the airfield within PROJECT limits. The survey for this project has already been completed under a separate project.

5. Define Design Parameters

Review the adopted Master Plan, Airport Layout Plan and the geotechnical exploration report for this PROJECT and summarize the civil and building\tower design parameters. Coordinate the results with the Sponsor. Work with tenants to develop any special phasing plans for staged construction concepts. Provide exhibits to SPONSOR and tenants and attend meetings to review and modify concepts.

6. Develop Preliminary Schematic Design

Based on existing soils and materials conditions and consideration of the loading of the design traffic, assess most technically and economically appropriate alternatives and develop design for the site work pavements. Review environmental and geotechnical reports to develop preliminary drainage and environmental mitigation concepts and begin drafting designs. It is understood that the Environmental Assessment is being performed at the time this scope document is written.

7. Coordinate Preliminary Project Layouts, Concept Renderings, Flooring & Phasing Plans

Prepare project layout and phasing plans on base map at appropriate scale showing location of work and project construction limits, identify all pertinent existing facilities both within and immediately adjacent to construction limits, as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction.

Prepare preliminary architectural concept exhibits, renderings, floor plans, and controller equipment layouts. Meet and discuss the preliminary items for each level of the ATCT, including but not limited to furniture, fixtures, cabinets, electronics, other support equipment, HVAC, offices, break rooms, furniture, fire safety, catwalk, elevator and stairwell requirements, egress points, controller shades and radio equipment, minimum equipment listing, existing FAA equipment to be modified and replaced, and lighting and security controls. Conduct quality reviews before and after submittals.

B. Final Design/Management (CAEMEP)

1. Finalize Construction Plans and Coordination/Management

Lead and manage the design team and provide single point of contact with the Sponsor for the duration of the project's final design. Coordinate all design review meetings, correspondence, and contact related to the work. Complete the construction plans sets to include, at minimum: Cover Sheet, Summary of Quantities, Utilities and details, Project Site Plan with General Notes, Grading and drainage Plans, Typical Sections and Paving Details, Marking and Signage Plan, Marking and Signage Details Sheet, Electrical Lighting Plan, Electrical Details, Site lighting\photometrics, airfield electrical, ATCT mechanical, plumbing, and electrical, to supplement the ATCT architectural, fire, structural, and electronics\equipment discussed below. The total estimated total of approximately *100 to 200 Plan Sheets*. Slight variation may occur to this list depending upon the scale chosen by the CONSULTANT.

2. Prepare Project Manual and Design Reports

FAA Standard Airport General Provisions and Technical Specifications per AC 150/5370-10 - latest edition at the time of execution of this Professional Services

Agreement will be used as a basis in the preparation of the project manual for the PROJECT. In addition, the CONSULTANT will prepare an Engineer's Report (ER) with cost estimate, and Construction Safety and Phasing Plan (CSPP), for submission to the SPONSOR and others. The CSPP documents will not be considered complete until a successful bidder has been selected. Landside design engineering specifications will include FDOT standard Road and Bridge specifications as necessary where FAA specifications may not cover required design elements. In addition, local utility provider details and specifications will be included, but not limited to, TWA and KUA. Standard CRSI specifications will be used for the ATCT proper, in absence of a standard FAA specification. Conduct quality reviews before and after submittals.

3. Conduct 50-60% Plan Review with Sponsor.

Submit 50%-60% plans to the Sponsor and others for approval. A 50%-60% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to written review comments. Conduct quality reviews before and after submittals.

4. Conduct a 90%-100% Plan Review with Sponsor.

Submit 90% plans and Engineer's Report and other documents necessary to bid the project, to the Sponsor and others for review. A 90%-100% review meeting will be conducted with the Sponsor, at the Sponsor's discretion. Respond to 90%-100% Sponsor written review comments. It is understood that once the Sponsor comments have been satisfactorily addressed, the 90%-100% documents will be revised to incorporate these comments into the bid-ready documents. Submit final 7460-1 for construction equipment / cranes and CSPP to FAA for permitting. Conduct quality reviews before and after submittals.

5. Submit Bid Documents

Generate complete construction plans for the Sponsor to distribute to the FAA, FDOT, and others, ready for bidding. Advertise for bids, and conduct bidding for 30 calendar days, and conduct bid review. It is understood that bidding will be performed by the CONSULTANT, but not compensated for until the construction phase.

SPECIAL SERVICES include:

A. Geotechnical Testing

The CONSULTANT will retain a qualified professional geo-technical testing services firm to perform investigations of the existing on-site subsurface soil conditions, in accordance with FAA procedures which will enable the design of the PROJECT in accordance with FAA criteria. A maximum of 5 each 25 feet deep, (or equivalent linear feet), borings will be collected for the proposed ATCT location at site 5. Auger borings for soils classifications, and California Bearing Ratio (CBR) / q-value tests will be performed for soil strength necessary for parking pavement and foundation designs. These tests will supplement the previous site 2 tests, which fell outside the site 5 foundation limits.

B. FAA Grant Applications

The CONSULTANT will prepare copies of both the formalized FAA grant application package for design and the final FAA grant application including letters of transmittal, Standard Form 424 AIP, Standard Form 5100-100 BIL AIG, project narrative, cost estimates, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of owner DBE program status, sponsor certifications, and grant assurances, and other supporting documentation. The CONSULTANT will submit the grant application to the owner with transmittal letters for signatures and forwarding to the FAA and state. The CONSULTANT will review the Federal grant offer and assist the owner in complying with the terms and conditions of the grant offer. Note that the environmental assessment \ finding is pending currently.

C. Project & Cost Administration

1. In-House Administration – The CONSULTANT will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team, SPONSOR, and funding agencies of new developments throughout the design phase of the project.
2. Cost and Schedule Administration – The CONSULTANT will prepare a brief work-plan for distribution to the SPONSOR and interested parties to inform them of the goals and objectives of the design phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will notify the SPONSOR and FAA immediately of any impacts to the budget.
3. Accounting Administration – The CONSULTANT will provide general project administration and coordination with staff of their accounting department. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT through-out all phases of the project. The CONSULTANT will prepare and submit monthly invoices to the SPONSOR for services provided to the SPONSOR and for costs incurred by the CONSULTANT and its sub-consultants.
4. Other General, Outside, and Miscellaneous Administration – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the SPONSOR, FDOT, the FAA, and other interested parties; disseminating interim project information to the SPONSOR, FDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of six (6) years.

D. Disadvantaged Business Enterprise (DBE) Goals, Methods, and Accomplishments

The CONSULTANT will update the DBE goals and goal-setting methodologies, in

accordance with 49 CFR Part 26 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The CONSULTANT will prepare the DBE program annual update to the FAA and revise the Airport's Overall DBE Goal Setting Methodology as required by Federal rules. These services would be conducted in accordance with the requirements of 49 CFR Part 26 for the Airport. Work includes formulation of a revised goal based on actual accomplishment of federal projects since the last update, submittal of methods and goals to FAA Civil Rights Office, FAA Southern Region for approval, and all data collection efforts. Work includes report of accomplishments for the previous reporting period by the fall deadline.

E. City\TWA DRC Permitting Process

The CONSULTANT shall make submittals to the City Development Review Committee (DRC) process and apply for pertinent permits from the various City departments, including site plan, engineered construction plans, building, fire, planning, zoning, police, airport, as well as KUA and TWA, and any others requiring reviews. The CONSULTANT will address comments and provide responses, in cooperation with the SPONSOR, and tenant's selected Architectural representatives, and their building engineers. The City's DRC process is extensive usually lasting 9 to 12 months and requires multiple levels and iterations of review. The CONSULTANT has provided for 9 iterations of review, 3 each for site plan, engineered construction plan, and building department reviews. In addition, the City's DRC reviews require multiple reviewing fee assessments. These fees have been estimated based on experience with previous projects.

F. SFWMD Permitting - Storm Water Management Permit Application

The CONSULTANT will prepare full calculations, sketches, and descriptions, and prepare appropriate letters and applications for the SPONSOR to submit to the South Florida Water Management District (SFWMD) to obtain a permit modification to the existing Airport master drainage permit for the PROJECT. The project fee is based on a full application with supporting calculations, modeling, reports, and application fee, as necessary per DISTRICT rules. It is anticipated that the existing storm-water management facility will need to be modified to accommodate the proposed improvements, since there are no existing pavements in the basin that can be removed to compensate for the additional impervious introduced by the project. Includes a reviewing fee estimated based on previous projects.

G. FDEP\DEH Permitting

The CONSULTANT will prepare sketches, applications, calculations, and reports, and supporting documentation to obtain a permit from FDEP and the local DEH, for the sanitary facilities, potable water, and fire protection utility extensions necessary to support the proposed developments. Includes a reviewing fee estimated based on previous projects.

H. Architectural, Structural, Fire and Tower Equipment Design (POND\CTBX Aviation, Inc.)

The CONSULTANT will retain qualified professionals (POND\CTBX) to provide design elements for architectural, structural, fire, and equipment \ electronics. These elements will be defined and determined with AVCON, the Airport Director (Sponsor), and the ATCT Chief controller, and others as necessary. POND\CTBX will reconfirm FAA FCT requirements for this project. A Code Requirements review will be made to determine

the disciplinary requirements per the Florida Building Code (FBC). The primary details of the design recommended will be based on prior designs and observations of contract towers nationwide, as well as the conceptual renderings and chosen option. Recommendations will be addressed in the Design Modifications by POND\CTBX and are to be included in the Bid Documents.

POND\CTBX will establish building permitting requirements with local authorities pertaining to the responsible disciplines. After all design elements have been incorporated into the project plans and specifications, POND\CTBX\AVCON will assemble and submit the permitting package to the authorities. POND\CTBX will meet with the building department as needed and respond to their comments. AVCON will be responsible for the remaining civil, mechanical, and electrical designs related to the permitting effort. POND\CTBX will begin assistance with the FAA Reimbursable Agreements (RA) related to shout lines and mission support and other FAA owned/transferred/replaced equipment. This assistance will consist of review and comparison to prior RAs as well as incorporation of related design support.

I. ATCT Siting Study (SRMD) and Coordination (POND\CTBX Aviation, Inc.)

1. The CONSULTANT will retain qualified professionals (POND\CTBX) to provide a ATCT Siting Study in accordance with the Federal Aviation Administration's (FAA) Virtual Immersive Siting Tower Assessment (VISTA) Siting Process for FCTs, which includes an analysis of two potential sites/alternatives where a new ATCT may be considered for construction. The recommended site for a new ATCT (PROPOSED ACTION) is in the south-east quadrant of the airport, south of Patrick Street, and east of Taxiway A and is proposed to have a floor height elevation of 80 feet AGL and an eye height AGL of 85 feet. The PROPOSED ACTION will allow Air Traffic Control (ATC) personnel to have unobstructed views of the existing and planned airside and landside envelopes at ISM. This process needs to be fully completed during the design. The selected site is site 5.
2. The purpose of this Study is to select a recommended site and height of a new Airport Traffic Control Tower (ATCT), as will be approved by the FAA, to replace the existing FAA Contract Tower (FCT). This will be accomplished by preparing a Siting Report for FAA signature approvals of a Recommended ATCT Site and Height, based on the above process. The preparation will follow the guidance and requirements set forth in the working draft of FAA Order 6480.4C, Chapter 9, *Airport Traffic Control Tower Alternative Siting Process* (issued for review July 2021), and the *VISTA Siting Process*, Chapter 9 for FCTs (authorized November 5, 2021).
3. The Safety Risk Management Document (SRMD) consists of a Siting Report coupled with a Safety Assessment (SA).

J. Cost Estimating

The CONSULTANT will retain qualified professionals (Connico) to provide cost estimating and controls during the design period for each the design submittal

stages (10%-30%, 50%-60%, 90%-100%, Bid documents). Each of the estimates will be detailed enough to determine cost overrun mitigation, engage value engineering as necessary, and gauge quality assessments.

III. DELIVERABLES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A justification statement along with the deliverables below, or other means of verification will be provided with each invoice attesting to the work performed.
- 10%-30% Design Plans – Unlimited PDF versions, 3 printed versions.
- 50%-60% Design Plans - Unlimited PDF versions, 3 printed versions.
- 90%-100% Design Plans - Unlimited PDF versions, 3 printed versions.
- 100%-Bid Documents Design Plans - Unlimited PDF versions, 3 printed versions.
- Subconsultant reports - Unlimited PDF versions, 3 printed versions.
- City DRC\TWA Submittals – Unlimited PDF versions, 3 printed versions each round, 9 total printed versions.

EXHIBIT B – CONCEPTUAL PROJECT AREA AND RENDERINGS EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION

EXHIBIT B – CONCEPTUAL PROJECT AREA – KISSIMMEE GATEWAY AIRPORT

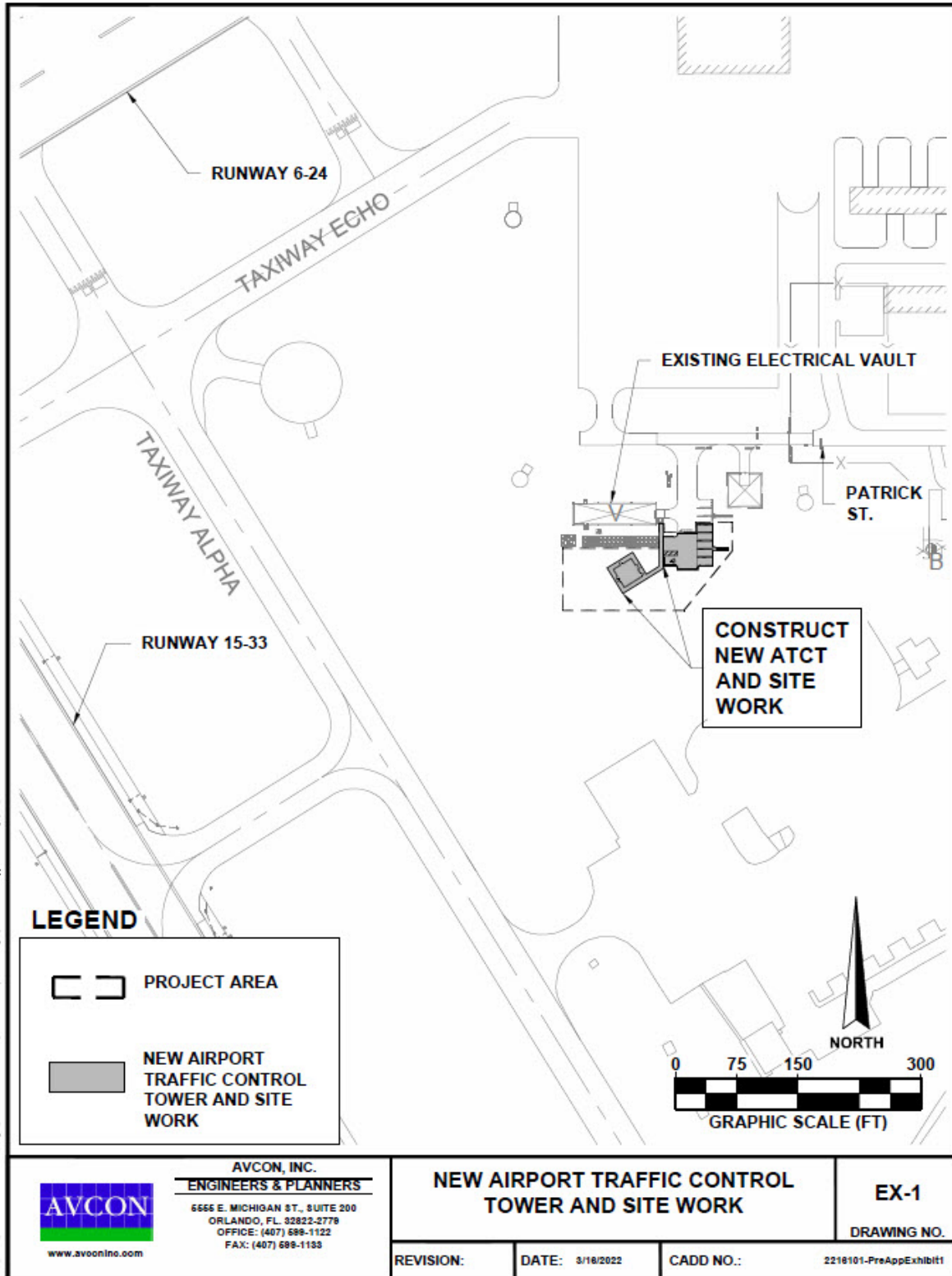






EXHIBIT C

PROFESSIONAL SERVICES COMPENSATION

AIRPORT TRAFFIC CONTROL TOWER AND SITE WORK – DESIGN AND PERMITTING KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead, costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub-Task	Service Description	Compensation	Method
I. Basic Services			
1	A. Preliminary Design/Management (CAEMEP)	\$63,760.00	Lump Sum
2	B. Final Design/Management (CAEMEP)	\$370,597.00	Lump Sum
SUB-TOTAL Basic Services		\$434,357.00	Lump Sum
II. Special Services			
3	A. Geotechnical Testing *	\$9,441.00	Lump Sum
4	B. FAA Grant Applications	\$4,880.00	Lump Sum
5	C. Project and Cost Administration	\$34,280.00	Lump Sum
6	D. DBE Goals/ Methods/ Accomplishments	\$15,550.00	Lump Sum
7	E. City DRC Permitting Process / Fees	\$93,900.00	Lump Sum
8	F. SFWMD Permitting	\$15,310.00	Lump Sum
9	G. FDEP/DEH Permitting	\$14,330.00	Lump Sum
10	H. Architectural, Fire, Structural, and Equipment Design	\$708,491.00	Lump Sum
11	I. ATCT Siting Study/VISTA Report (SRMD)**	\$51,864.00	Lump Sum
12	J. ATCT Cost Estimating*	\$67,260.00	Lump Sum
SUB-TOTAL Special Services		\$1,015,306.00	Lump Sum
GRAND TOTAL All Services		\$1,449,663.00	Lump Sum

CAEMEP - Civil, Airfield Electrical, Site Electrical, Bldg Electrical, Mechanical, Plumbing

* - DBE

Subconsultant

** SRMD - Safety Risk Management Documentation

** VISTA - Virtual Immersive Siting Tower Assessment



Kissimmee Gateway Airport (ISM)
AIRPORT TRAFFIC CONTROL TOWER – DESIGN ENGINEERING AND PERMITTING
Airside Architectural, Civil, MEP, Structural, Planning, Design and Permitting Services
Manhours, Overhead, Profit, and Expenses Analysis

AVON Project # 2022.0161.01	Tasks														
Salary Costs and Direct Costs	1	2	3	4	5	6	7	8	9	10	11	12			
Title	Preliminary Design/Management (CAEMEP)	Final Design/Management (CAEMEP)	Geotechnical Testing *	FAA Grant Applications	Project and Cost Administration	DBE Goals/Methods/Accomplishments	City DRC Permitting Process / Fees	SFWMD Permitting	FDEP\DEH Permitting	Architectural, Fire, Structural, and Equipment Design	ATCT Siting Study/VISTA Report (SRMD)**	ATCT Cost Estimating*	Total Hours	Billing Rate Per Hour	Extended Costs (\$)
Principal			1	1	1					1	1	1	6	\$320.00	\$1,920
Senior Project Manager	80	520	4	16	80	2	160	10	10	4	4	4	894	\$285.00	\$254,790
Project Manager													0	\$210.00	\$0
Senior Planner													0	\$170.00	\$0
Planner / DBE Specialist						100							100	\$125.00	\$12,500
Project Engineer III	160	600					100	40	60				960	\$125.00	\$120,000
Resident Engineer													0	\$155.00	\$0
CADD Tech / Designer	160	1200					240						1600	\$100.00	\$160,000
Contracts Admin\Tech	40	200			90	20		40	20				410	\$124.00	\$50,840
Total Hours per Task	440	2,520	5	17	171	122	500	90	90	5	5	5	3,970		
SubTotal Labor	\$63,760.00	\$368,000.00	\$1,460.00	\$4,880.00	\$34,280.00	\$15,550.00	\$82,100.00	\$12,810.00	\$12,830.00	\$1,460.00	\$1,460.00	\$1,460.00			\$600,050
Expenses	1	2			3	4	5	6	7	8	9				
Printing, Delivery, Postage, Misc. Costs	\$0.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$4,500
Travel (mileage IRS 2024, tolls)	\$0.00	\$346.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$347
Per Diem (IRS 2024)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0
SubConsultants (CTBX Aviation, POND, CTT)	\$0.00	\$0.00	\$7,981.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$707,031.00	\$50,404.00	\$65,800.00			\$831,216
Permit Application Fees (City DRC\DEP\DEH\SFWMD)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,550.00	\$2,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00			\$13,550
SubTotal Expenses	\$0.00	\$2,597.00	\$7,981.00	\$0.00	\$0.00	\$0.00	\$11,800.00	\$2,500.00	\$1,500.00	\$707,031.00	\$50,404.00	\$65,800.00			\$849,613
Total Fees	\$63,760.00	\$370,597.00	\$9,441.00	\$4,880.00	\$34,280.00	\$15,550.00	\$93,900.00	\$15,310.00	\$14,330.00	\$708,491.00	\$51,864.00	\$67,260.00			
Grand Total \$1,449,663															
Approximate Construction Cost For ATCT = \$16 M - \$20 M	Notes: Topo Survey completed during vault project.														
CAEMEP - Civil, Airfield Electrical, Site Electrical, Bldg Electrical, Mechanical, Plumbing	Bidding will be performed but compensated for with construction side grant														
See separate breakdowns for POND\CTBX	31-May-24														
	Geotech Testing - 5 borings, one at each corner and one in center					IRS mileage rate 2024 = \$0.67/mile					** SRMD - Safety Risk Management Documentation				
	City Permitting Process Assumes 3 Rounds of review per stage (Site Plan, Engineered Const Plan, and Building) = 9 Total										** VISTA - Virtual Immersive Siting Tower Assessment				
	* - DBE Subconsultant										Amounts are rounded.				

ITEM 7.E

Resolution electing to "opt-out" of providing the Live Local Act Property Tax Exemption pursuant to FL Statute 196.1978(3)(o)

Request

Request the adoption of the Resolution allowing the City to "opt-out" of providing the Live Local Act Property Tax Exemption pursuant to FL Statute 196.1978(3)(o)

Explanation

FL Statute 196.1978(3), also known as the "Live Local Act Property Tax Exemption", requires the Osceola County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the criteria of said exemption. Beginning with the 2025 tax roll, FL Statute Section 196.1978(3)(o) allows taxing authorities to "opt-out" of providing the Live Local Act Property Tax Exemption to units in multifamily projects that are used to house natural persons or families whose annual household income is between 80 and 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area ("MSA") or, if not within an MSA, within the county in which the person or family resides (the "80 to 120 Tax Exemption"), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes ("Shimberg Annual Report"), identifies that the number of affordable and available units in the MSA or region is greater than the number of rental households in the MSA or region for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption.

The latest Shimberg Annual Report identifies a surplus of affordable and available units in the Orlando-Kissimmee, FL MSA, in which the City is located. The City, being a taxing authority, is eligible for the election in FL Statute Section 196.1978(3)(o), which allows the City to not exempt properties that would otherwise qualify for the 80 to 120 Tax Exemption.

Recommendation

Adoption of the Resolution allowing the City to "opt-out" of providing the Live Local Act Property Tax Exemption pursuant to FL Statute 196.1978(3)(o)

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) RES - Live Local Tax Exempt Opt-out 2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the “Live Local Act Property Tax Exemption”) requires the Osceola County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the criteria of the Live Act Local Property Tax Exemption; and

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o), Florida Statutes, (Chapter 2024-158, Laws of Florida) allows taxing authorities to "opt-out" of providing the Live Local Act Property Tax Exemption to units in multifamily projects that are used to house natural persons or families whose annual household income is between 80 and 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (“MSA”) or, if not within a MSA, within the county in which the person or family resides (the “80 to 120 Tax Exemption”), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes (“Shimberg Annual Report”), identifies that the number of affordable and available units in the MSA or region is greater than the number of rental households in the MSA or region for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the City Commission hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Orlando-Kissimmee, FL MSA, in which the City of Kissimmee is located, for those households that meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the City Commission hereby finds that the City of Kissimmee is a taxing authority that is eligible for the election in Section 196.1978(3)(o), Florida Statutes, which allows the City of Kissimmee and Osceola County to not exempt properties that would otherwise qualify for the 80 to 120 Tax Exemption.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Osceola County, Florida:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the City Commission are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Opt-Out Election; Required Findings. The City Commission of the City of Kissimmee hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Orlando-Kissimmee, FL MSA, for those households that meet the income criteria for the 80 to 120 Tax Exemption. Therefore, Kissimmee hereby elects not to exempt

properties eligible for the 80 to 120 Tax Exemption in Section 196.1978(3)(d)1.a., Florida Statutes, pursuant to the authority in Section 196.1978(3)(o), Florida Statutes, and hereby requests that the Osceola County Property Appraiser not grant any such exemptions.

Section 3. Applicability. This Resolution applies to all ad valorem property tax levies imposed by the City of Kissimmee.

Section 4. Advertising; Notice to Property Appraiser. This Resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. The Clerk of the City of Kissimmee is directed to provide a copy of this Resolution to the Osceola County Property Appraiser prior to January 1, 2025.

Section 5. No Waiver of Rights. Other governmental entities have alleged that the Live Local Act Property Tax Exemption is unconstitutional, and inconsistent with Section 196.012(7), Florida Statutes. Further, other governmental entities have raised concerns with relying entirely on the Shimberg Annual Report to meet the “affordable and available” test in Section 196.1978(3)(o), Florida Statutes. The adoption of this Resolution shall not constitute an admission that the Live Local Property Tax Exemption is constitutional or consistent with Section 196.012(7), Florida Statutes, and shall not constitute an admission that the Shimberg Annual Report is the best method of determining the current inventory of “affordable and available” housing in Kissimmee. If Kissimmee ceases to qualify for the election in Section 196.1978(3)(o), Florida Statutes, in future years, or if this Resolution is determined to be invalid or unenforceable by the Osceola County Property Appraiser or a court of competent jurisdiction, nothing in this Resolution shall be deemed a waiver of Kissimmee’s right to challenge the Live Local Act Property Tax Exemption.

Section 6. Effective Date. This Resolution shall take effect on January 1, 2025, and shall expire on January 1, 2026. This Resolution may be renewed prior to January 1, 2026, pursuant to Section 196.1978(3)(o), Florida Statutes.

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

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

ITEM 7.F

Approval of Consent for Investment Advisor Unification

Request

Approval to Consent to PFMAM and USBAM consolidation for Investment Advisor services.

Explanation

On May 21, 2024 the City Commission approved Investment Advisor services with PFM Asset Management LLC. U.S. Bancorp Asset Management, Inc. (USBAM) acquired PFM Asset Management LLC (PFMAM) in 2021. From December 7, 2021 to present, PFMAM has been operating as a wholly-owned subsidiary of USBAM. USBAM and PFMAM are separate legal entities and maintain separate registrations as investment advisers with the U.S. Securities and Exchange Commission (SEC).

We were recently notified that moving forward upon the consolidation, USBAM and PFMAM will become a single legal entity and a single SEC-registered investment adviser. The PFMAM entity will be dissolved and its registration with the SEC will be withdrawn. USBAM will be the continuing legal entity and registered investment adviser that will serve PFMAM clients following the Consolidation. USBAM will service PFMAM's public sector and related clients under the PFMAM brand name, operating as a division of USBAM. Therefore, consent is now needed to proceed as a client under PFMAM's parent, USBAM.

Recommendation

Staff recommends approval to Consent to PFMAM and USBAM consolidation for Investment Advisor services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. One RIA Positive Consent Letter_FINAL(AR) - S
2. U.S. BANCORP ASSET MANAGEMENT INC. ADV Part 2A - 2024.03.29

**POSITIVE CONSENT LETTER
VIA EMAIL**

Re: Consolidation of PFM Asset Management LLC (PFMAM) Accounts Under its Parent, U.S. Bancorp Asset Management, Inc. (USBAM)

Dear Client:

Following the acquisition of PFMAM by USBAM in 2021, PFMAM and USBAM began working with its U.S. Bank National Association (U.S. Bank) affiliates to evaluate the optimal and most efficient ways to integrate PFMAM's business into U.S. Bank to serve PFMAM clients. In connection with that ongoing effort, a decision has been made to consolidate PFMAM's investment advisory and arbitrage rebate consulting accounts under its parent company, USBAM, through a corporate reorganization (the Consolidation).

From December 7, 2021 to present, PFMAM has been operating as a wholly-owned subsidiary of USBAM. USBAM and PFMAM are separate legal entities and maintain separate registrations as investment advisers with the U.S. Securities and Exchange Commission (SEC). Moving forward upon the consolidation, USBAM and PFMAM will become a single legal entity and a single SEC-registered investment adviser. The PFMAM entity will be dissolved and its registration with the SEC will be withdrawn. USBAM will be the continuing legal entity and registered investment adviser that will serve PFMAM clients following the Consolidation. USBAM will service PFMAM's public sector and related clients under the PFMAM brand name, operating as a division of USBAM. USBAM's current Form ADV Part 2A has been included in this communication for your reference.

PFMAM and USBAM believe that the Consolidation will allow for better collaboration between expanded teams of investment professionals and resources, enhanced risk management and governance under consolidated compliance, risk and legal resources, increased capacity to invest in technology resources and to offer additional products and services to meet client needs. Under USBAM, PFMAM's commitment to client service and education will remain unchanged. Furthermore, PFMAM does not anticipate that there will be any changes to your investment team, relationship team, or client service team in connection with the Consolidation.

Because PFMAM will become a part of USBAM, its current controlling parent company, the Consolidation will not involve an actual change in control of PFMAM. Although the Consolidation will not involve a change of control or an "assignment" of your agreement with PFMAM, inclusive of any investment management and advisory agreement and/or arbitrage rebate consulting agreement (collectively, your "Agreement"), we nevertheless are providing you with this notice of the Consolidation and seeking your written consent to the transfer of your Agreement to USBAM.

PFMAM expects the Consolidation to be effective in the fourth quarter of 2024 and will provide notice of the effective date of the Consolidation to you fourteen (14) days in advance. Please note that, prior to the Consolidation, PFMAM will continue to manage your account in the same manner as before and your Agreement will continue under the same terms and conditions. Subject to your consent, upon the Consolidation becoming effective, your Agreement will be transferred to USBAM. Your account will continue to be managed in accordance with the terms of your Agreement.

Please review and return the consent form below to your relationship manager within sixty (60) calendar days after the date of this letter. If you indicate in the form below that you do not consent to the transfer of your Agreement, your Agreement will be terminated pursuant to the terms of your Agreement with PFMAM.

If you have an Agreement that is a certificate of deposit investment program agreement (CDIA), your CDIA will not be assigned to USBAM. Upon Consolidation, your CDIA will be terminated pursuant to the terms of the CDIA. If you wish to participate in a certificate of deposit investment program offered by USBAM after the Consolidation, you will be required to sign a new agreement with USBAM.

We look forward to USBAM continuing to serve your investment needs for many years to come.

Very truly yours,

A handwritten signature in cursive script, appearing to read "John Molloy".

John Molloy
Chief Administrative Officer
PFM Asset Management LLC

A handwritten signature in cursive script, appearing to read "Jill Stevenson".

Jill Stevenson
Head of Operations, Fund Treasurer
U.S. Bancorp Asset Management, Inc.

CONSENT FORM

The undersigned Client has read the accompanying letter from PFM Asset Management LLC (the Adviser), which describes the consolidation of the Adviser's investment advisory and arbitrage rebate consulting accounts under its parent, U.S. Bancorp Asset Management, Inc. (the Consolidation), whereby Client will become a client of U.S. Bancorp Asset Management, Inc., and the Adviser will be dissolved. As noted in the letter, the Consolidation will involve a transfer of the undersigned's agreement(s), inclusive of any investment management and advisory agreement(s) and arbitrage rebate consulting agreement(s) with the Adviser (the Agreement) to the Adviser's parent organization. Although this transfer does not constitute an "assignment" of your Agreement, the Adviser is seeking your written consent.

Client should complete this Consent Form by filling in the information below, and indicating whether Client either consents or does not consent to such transfer of the Agreement in connection with the Consolidation (as described in the enclosed letter). In particular, the undersigned acknowledges that (i) it has had the opportunity to ask questions of, and to request additional information from, the Adviser concerning the Consolidation, and (ii) to the extent the undersigned believes necessary, has discussed this Consent Form with the undersigned's professional advisors (including legal and tax advisors). In the case of a Client with multiple Agreements, subsidiaries or sources of funds for which the Client is the authorized representative, the term Agreement shall, for the avoidance of doubt, apply to all Agreements with the Adviser inclusive of all the underlying accounts, subsidiaries or sources of funds allocated to the Adviser.

The undersigned hereby:

☐ **consents to the transfer.**

☐ **does not consent to the transfer.**

Client Entity or Account Name: _____

Signature(s) of Authorized Representative: _____

Name(s) of Authorized Representative: _____

Title(s) of Authorized Representative: _____

Date: _____



FIRM BROCHURE
(Part 2A of Form ADV)

U.S. Bancorp Asset Management, Inc.
800 Nicollet Mall
Minneapolis, Minnesota 55402
612-303-5213
usbancorpassetmanagement.com

March 29, 2024

This brochure provides information about the qualifications and business practices of U.S. Bancorp Asset Management. If you have any questions about the contents of this brochure, please contact us at 612-303-5213. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Additional information about U.S. Bancorp Asset Management also is available on the SEC's website at www.adviserinfo.sec.gov.

U.S. Bancorp Asset Management is an SEC-registered investment adviser. Registration does not imply a certain level of skill or training.

Item 2 - Material Changes

There have been no material changes to this brochure from the previous version dated March 30, 2023. Other minor changes from the previous version were made throughout the brochure.

Item 3 - Table of Contents

Item 1. Cover Page	
Item 2. Material Changes	i
Item 3. Table of Contents	ii
Item 4. Advisory Business	1
Item 5. Fees and Compensation	2
Item 6. Performance-Based Fees and Side-By-Side Management	3
Item 7. Types of Clients	4
Item 8. Methods of Analysis, Investment Strategies and Risk of Loss	4
Item 9. Disciplinary Information	9
Item 10. Other Financial Industry Activities and Affiliations	9
Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	11
Item 12. Brokerage Practices	12
Item 13. Review of Accounts	14
Item 14. Client Referrals and Other Compensation	15
Item 15. Custody	15
Item 16. Investment Discretion	16
Item 17. Voting Client Securities	16
Item 18. Financial Information	17

Item 4 - Advisory Business

Firm Description

Established in March 2001, U.S. Bancorp Asset Management, Inc. (formerly known as FAF Advisors, Inc.; hereinafter, “USBAM,” “we,” “our,” or “us”) is a direct wholly-owned subsidiary of U.S. Bank National Association (“U.S. Bank”). In May 2001, First American Asset Management, a division of U.S. Bank, together with Firststar Investment Research & Management Co., LLC, a wholly-owned subsidiary of U.S. Bancorp, consolidated much of their advisory activities into USBAM pursuant to an internal corporate reorganization. USBAM and U.S. Bank, among other entities, are direct or indirect wholly-owned subsidiaries of U.S. Bancorp, a diversified financial holding company.

On December 7, 2021, USBAM acquired PFM Asset Management LLC (“PFMAM”) as a wholly-owned subsidiary. PFMAM continues to operate as a separate SEC-registered investment adviser.

Types of Advisory Services

We currently provide investment advisory or management services to the following primary types of clients (collectively, “Client Accounts”):

- institutional clients, which may include corporations, public entities, foundations, endowments and other entities, with primarily an investment-grade fixed income or custom cash mandate (“Separately Managed Accounts”);
- money market mutual funds, which currently include the series of First American Funds Trust. (each series a “First American Fund” or “Fund” and collectively, the “First American Funds” or “Funds”); and
- a privately offered investment fund (the “Private Fund”), which is offered to participants in the securities lending program as a vehicle for the investment of cash received as collateral for securities loans under the program.

We specialize in managing assets for Client Accounts (including the First American Funds and the Private Fund) with an investment-grade fixed income or custom cash mandate and focus on taxable and tax-exempt high-quality securities with investment objectives of safety, liquidity, diversification and yield.

We typically provide our investment advisory services on a discretionary basis.

Tailored Relationships

We can, and generally do, tailor our advisory services to the individual asset management needs of our clients. In consultation with the individual client, we will tailor the strategy to the investment objectives of the client both at the establishment of and throughout the advisory relationship. Clients may impose restrictions on investing in certain types of securities, issuers, sectors or industries at any time by notifying us or by adopting such restrictions as a primary investment strategy (e.g., environmental, social and governance—or “ESG”— client strategy).

Assets under Management

As of December 31, 2023, we managed \$176,091,949,959 in client assets on a discretionary basis and no assets on a non-discretionary basis.

Item 5 - Fees and Compensation

Description

Our advisory fees are generally based on a percentage of the market value of the assets managed by us (“managed assets”) and vary based upon several factors including, but not limited to, the type of Client Account, the investment style chosen, and the size of the account. We may voluntarily waive or reimburse certain fees and expenses of a Client Account to the extent necessary to avoid a negative yield, or a yield below a specified level, which may vary from time to time in our sole discretion. We may terminate these waivers and reimbursements at any time.

Separately Managed Accounts

Advisory fees for our Separately Managed Account clients are generally based on a percentage of the managed assets. Managed assets are only those assets managed by us, but does not include cash, sweep vehicles, client-directed investments, and investments in First American Funds unless otherwise agreed to by clients. Fees may be negotiated, based on a number of factors including, but not limited to, the size of the account, complexity of the client’s mandate, and the overall relationship with us and other U.S. Bancorp affiliates. As part of a negotiated fee, clients may also pay for non-advisory services provided by us, our affiliates or unaffiliated service providers. We use the following advisory fee schedule as a general guideline.

Fixed Income Strategies		
	<u>Basis Points</u>	<u>Assets (MM)</u>
New Client Minimum Account Size: \$25,000,000 Minimum Annual Account Fee: \$40,000	6 - 13 on first	\$100
	5 - 9 on next	\$100
	4 - 8 on next	\$200
	3 - 7 on next	\$600
	Negotiated over	\$1,000

First American Funds

We provide investment advisory services to each First American Fund for which we receive a fee based on the net assets of each Fund. Such fees are outlined in each Fund's prospectus and related statement of additional information.

Private Fund

We provide investment management services to the Private Fund for which we receive a fee based on the net assets of the Private Fund. Such fees are outlined in the Fund’s offering memorandum.

Fee Billing

Advisory fees are generally billed directly to each Separately Managed Account client. Fees for services rendered are typically based on the daily average market values (as determined in good faith by USBAM in accordance with our valuation methods and procedures based on trade date) of the managed assets in the Client Account during the billing period. Related Client Accounts are aggregated for purposes of applying fee breakpoints. Fees are billed in arrears on a quarterly basis or at such other times as may be agreed upon by the parties involved.

Advisory fees for the First American Funds and management fees for the Private Fund are deducted from each Fund's account and are payable monthly in arrears.

Other Fees

Separately Managed Accounts

As described above, we serve as investment adviser to the First American Funds for which we receive an advisory fee. For Separately Managed Accounts, we do not charge a separate advisory fee with respect to account assets invested in First American Funds unless otherwise agreed to by clients. With respect to any account assets invested in an exchange-traded, closed-end, or other mutual fund unaffiliated with us, and in certain certificate of deposit products, clients will typically be subject to any fees or expenses associated with such investments.

Clients will incur brokerage and other transaction costs as further described under "Brokerage Practices" below.

First American Funds

We or our affiliates provide administrative, custodial, transfer agency, accounting, shareholder servicing and other services to the First American Funds for which we or our affiliates receive additional fees from the Funds (or from us, with respect to our affiliates).

Private Fund

Our affiliates provide administrative, accounting, membership administration, and other services to the Private Fund for which our affiliates receive fees from us.

Fees on Terminated Accounts

Generally, we or the client may terminate advisory agreements upon 30 days' prior written notice, though advisory agreements with the First American Funds require 60 days' prior written notice. If an account is opened or closed during a billing period, the advisory fees are pro-rated for that portion of the billing period during which the account was open.

Item 6 - Performance-Based Fees and Side-By-Side Management

We do not currently accept fees based on a share of capital gains on, or capital appreciation of, the assets of a Client Account (a "performance-based fee"). Such fees would create an incentive for the manager to favor certain investment opportunities for a performance-based account. If we were to enter into any performance-based fee arrangements in the future, the arrangements would be made only in compliance with Rule 205-3 under the Investment Advisers Act of 1940 (the "Advisers Act") and with any applicable state laws or regulations.

We manage investments for a variety of clients, as described under "Types of Clients" below. Potential conflicts of interest can arise from side-by-side management of Client Accounts based on fee structures. We have policies and procedures designed and implemented to ensure that all clients are treated fairly and to prevent this conflict from influencing the allocation of investment opportunities among clients.

Item 7 - Types of Clients

We generally provide investment advisory services to institutional clients, such as corporations, registered investment companies, pooled investment funds, public entities, foundations, endowments and other entities.

Account Minimums

Generally, we require a minimum account size of \$25,000,000 for Separately Managed Accounts. We may, in our sole discretion, waive account minimums if we believe there is a reasonable likelihood of achieving the minimum size or for other reasons. Client Accounts are typically subject to a negotiated minimum annual fee.

Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss

Our investment philosophy is based on the premise that superior fixed income returns over time require active management. Our investment process strives to preserve principal, maintain liquidity, manage risk to client parameters, and produce returns commensurate with client goals.

Methods of Analysis

We primarily utilize fundamental analysis in managing client assets. Technical analysis is not an integral part of our process other than for determining macro supply/demand factors that may influence performance.

Our credit research effort is conducted internally by utilizing standard internal and external sources (including affiliates) for basic information and overlaying our fundamental research process to gain a better understanding of each security. Each of our research analysts follows issuers within their assigned sectors. The research analysts monitor approved issuers on an ongoing basis with the objective of detecting credit deterioration at an early stage and communicating with the portfolio managers so that portfolio risk can be mitigated. We use several tools to support our monitoring efforts. For example, we use Bloomberg terminals as a key source for issuers' periodic financial reports, regulatory filings and news flow; industry research; and market-based indicators such as bond spreads, credit default swaps and stock prices.

To support our research efforts, we subscribe to Moody's, Standard & Poor's and Fitch rating agencies. Credit rating agency actions, including upgrades and downgrades, outlook changes and watch-listings, are closely monitored. While our credit research is done internally and independently, we do need to be aware of agency actions, as such ratings may be investment guideline constraints for clients and can impact security valuations.

We also support our research effort through other service providers that provide research and financial data on banks, insurance companies, and other issuers. In addition, on a selective basis, broker-dealers provide us with economic, industry and company specific research and we may hold in-person meetings with issuers.

Risks Associated with Methods of Analysis

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the fundamental economic and financial factors considered in evaluating the securities.

Our analytical methods rely on the assumption that the issuers whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

Investment Strategies

We focus on taxable and tax-exempt high-quality fixed income securities with investment objectives of safety, liquidity, diversification and yield. Typical portfolios are either taxable or tax-exempt and have durations ranging from 30 days to three years, although we may and do manage portfolios of longer durations. Our custom cash portfolios are separately managed to conform to each client's unique investment objectives, liquidity needs, risk constraints, and tax-efficiency requirements.

Depending on a client's investment strategy, the client's account may invest in a variety of high-quality fixed income securities, including, but not limited to, securities issued by the U.S. government or one of its agencies or instrumentalities; obligations of U.S. banks and other financial services companies; commercial paper; asset-backed securities, including asset-backed commercial paper; U.S. dollar-denominated obligations of foreign banks and domestic branches of foreign banks; corporate debt securities; municipal securities, including variable rate demand notes, tender option bonds, municipal notes and other municipal obligations; other money market funds; and repurchase agreements for the securities in which an account may invest.

In our investment process, we generally utilize four key fixed income strategies – security selection, duration management, yield curve positioning, and sector diversification. We maintain an unbiased approach to fixed income investing as we believe that certain strategies will benefit portfolios more than others at different points in the economic or credit cycle. As circumstances and market conditions warrant, we will focus on the strategy or strategies which we believe have the best risk-adjusted return opportunities.

- Security selection – Securities are selected to maximize risk-adjusted returns through our research-driven analysis, as described above, and through issuer diversification.
- Duration management – Duration is managed to client objectives and is driven by our interest rate and Federal Reserve policy outlook. Portfolio managers will be long or short the duration of the portfolio's benchmark depending on our current outlook and what we perceive to be the balance of risks.
- Yield curve positioning – Strategies for positioning portfolios along the yield curve are driven off our view of the future direction of interest rates, expectations for Federal Reserve monetary policy, relative supply on different points on the curve, and historical shapes of the curve in similar easing or tightening cycles, among other considerations. Based on our outlook for any prospective re-shaping of the curve, we position portfolios to have more or less exposure in different points on the curve compared to the benchmark, utilizing such structures as a ladder, bullet, or barbell.
- Sector diversification – Sectors are underweighted or overweighted based on our outlook for the economy, the markets and interest rates. Portfolio managers will increase exposure toward those asset classes that they believe represent the best current risk-adjusted opportunities in the marketplace. Sector allocation is also used to properly diversify portfolios.

For liquidity and to respond to unusual market conditions, a Client Account may hold all or a significant portion of its assets in cash for temporary defensive purposes. This may result in a lower yield and prevent the account from meeting its investment objective.

Risks Associated with Investment Strategies

There is no guarantee that the strategies on which we focus at any particular point in time will either positively affect performance or contribute more to performance than another strategy may have contributed.

It is important to understand that investing in securities involves risk of loss that a client should be prepared to bear. In addition to the risk of loss of principal, there are a number of significant risks that may apply to a particular investment strategy. These risks include, but are not limited to:

- **Banking industry risk** — An adverse development in the banking industry (domestic or foreign) may affect the value of investments in the securities of bank issuers. Banks may be particularly susceptible to certain economic factors such as interest rate changes, adverse developments in the real estate market, fiscal and monetary policy and general economic cycles. For example, deteriorating economic and business conditions can disproportionately impact companies in the banking industry due to increased defaults on payments by borrowers. Moreover, political and regulatory changes can affect the operations and financial results of companies in the banking industry, potentially imposing additional costs and expenses or restricting the types of business activities of these companies.
- **Credit risk** — The value of an investment might decline if the issuer of an obligation held in your account defaults on the obligation or has its credit rating downgraded.
- **Cybersecurity risk** — We may be subject to operational and informational security risks resulting from breaches in cybersecurity at our firm, our affiliates or our service providers (“cyber-attacks”). A cyber-attack refers to both intentional and unintentional events that may cause us to lose proprietary information, suffer data corruption, or lose operational capacity. Cyber-attacks include, but are not limited to, infection by computer viruses or other malicious software code and gaining unauthorized access to systems, networks or devices that are used to service our operations through “hacking” or other means. While we have risk management systems designed to prevent or reduce the impact of such cyber-attacks, there are inherent limitations in such controls, systems and protocols, including the possibility that certain risks have not been identified, as well as the rapid development of new threats. These cybersecurity risks are also present for issuers of securities in which we invest, which could result in material adverse consequences for such issuers and may cause such securities to lose value.
- **Environmental, social and governance (ESG) investing risk** — Client Accounts utilizing a strategy to consider ESG criteria, as directed by a client, could underperform compared to strategies that do not utilize ESG criteria. By using ESG criteria to exclude certain investments for non-financial reasons, an ESG strategy may exclude certain issuers, sectors or industries from a client’s account, potentially negatively affecting the account’s investment performance if the excluded issuers, sectors or industries outperform. There is a risk that the issuers selected for an ESG strategy may not perform as expected in addressing ESG considerations or such performance may change over time, which could cause the Client Account to temporarily hold securities that are not in alignment with the account’s ESG strategy. Further, there is a risk that information used to evaluate ESG criteria may not be readily available, complete or accurate, which could negatively impact an account’s ability to apply its ESG standards. In managing an ESG strategy, we rely on analysis and ratings provided by third

parties in determining whether an issuer meets an account's ESG standards. USBAM does not independently verify the information provided by third parties nor guarantee its accuracy. A client's perception may differ from ours or a third party's on how to judge an issuer's adherence to ESG principles.

- Foreign security risk — Securities of foreign issuers, even when dollar denominated and publicly traded in the United States, may involve risks not associated with the securities of domestic issuers. The foreign securities in which an account may invest, although dollar-denominated, may present some additional risk. Political or social instability or diplomatic developments could adversely affect the securities. There is also the risk of possible withholding taxes, seizure of foreign deposits, currency controls, interest limitations, or other governmental restrictions which might affect the payment of principal or interest on securities owned by the account. In addition, there may be less public information available about foreign corporations and foreign banks and their branches. Uncertainty surrounding the sovereign debt of several European Union countries, as well as the continued existence of the European Union itself, has disrupted and may continue to disrupt markets in the United States and around the world. If a country changes its currency or leaves the European Union or if the European Union dissolves, the world's securities markets may be significantly disrupted.
- Income risk — The level of income received from an investment will be affected by movements in short-term interest rates.
- Interest rate risk — The value of investments might decline because of a sharp rise in interest rates that causes the value of securities in your account to fall. Negative or very low interest rates could magnify the risks associated with changes in interest rates. In general, changing interest rates, including rates that fall below zero, could have unpredictable effects on markets and may expose fixed-income and related markets to heightened volatility. During periods when interest rates are low or there are negative interest rates, account yields (and total return) may also be low or the account may be unable to maintain positive returns. While the tax consequences of negative interest rates and cash reinvestment yields will depend upon the accounting treatment employed, the IRS treatment of these events is unclear. In addition, the character and source of negative interest payments (such as under a repurchase agreement) for general tax purposes is not clear. Substantive questions exist as to how such payments should be treated for withholding and tax reporting purposes, and the IRS and other tax authorities have yet to formally publish any guidance.
- Liquidity risk — An account may not be able to sell a security in a timely manner or at a desired price, or may be unable to sell the security at all, because of a lack of demand in the market for the security, or a liquidity provider defaults on its obligation to purchase the security when properly tendered by the account.
- Market risk — Financial markets around the world may experience extreme volatility, depressed valuations, decreased liquidity and heightened uncertainty and turmoil resulting from major cybersecurity events, geopolitical events (including wars and terror attacks), public health emergencies, natural disasters, measures to address budget deficits, downgrading of sovereign debt, and public sentiment, among other events. Market volatility, dramatic changes to interest rates and otherwise unfavorable economic conditions may lower an account's performance or impair an account's ability to achieve its investment objective.

Recent Market Events. In the past decade, financial markets throughout the world have experienced increased volatility, depressed valuations, decreased liquidity and heightened uncertainty and turmoil. This turmoil resulted in unusual and extreme volatility in the equity and debt markets, in the prices of individual securities and in the world economy. Events that have contributed to these market conditions include, but are not limited to, major cybersecurity events,

geopolitical events (including wars, terror attacks and public health emergencies), measures to address budget deficits, downgrading of sovereign debt, declines in oil and commodity prices, dramatic changes in currency exchange rates, and public sentiment. In addition, many governments and quasi-governmental entities throughout the world have responded to the turmoil with a variety of significant fiscal and monetary policy changes, including, but not limited to, direct capital infusions into companies, new monetary programs and dramatically lower interest rates.

An outbreak of respiratory disease caused by a novel coronavirus was first detected in China in December 2019 and has since spread internationally. This coronavirus has resulted in closing borders, enhanced health screenings, healthcare service preparation and delivery, quarantines, cancellations, disruptions to supply chains and customer activity, as well as general concern and uncertainty. The impact of this coronavirus, and other epidemics and pandemics that may arise in the future, could affect the economies of many nations, individual companies and the market in general in ways that cannot necessarily be foreseen at the present time. In addition, the impact of infectious diseases in developing or emerging market countries may be greater due to less established health care systems. Health crises caused by the recent coronavirus outbreak may exacerbate other pre-existing political, social and economic risks in certain countries.

While the extreme volatility and disruption that U.S. and global markets experienced for an extended period of time beginning in 2007 and 2008 had, until the recent coronavirus outbreak, generally subsided, uncertainty and periods of volatility still remained, and risks to a robust resumption of growth persisted. Federal Reserve policy, including with respect to certain interest rates, may adversely affect the value, volatility and liquidity of dividend and interest paying securities. Market volatility, dramatic changes to interest rates and/or a return to unfavorable economic conditions may lower an account's performance or impair an account's ability to achieve its investment objective.

- Municipal security risk — The value of municipal securities owned by an account may be adversely affected by future changes in federal income tax laws, including rate reductions or the imposition of a flat tax, and adverse changes in the financial conditions of municipal securities issuers.
- Regulatory risk — Changes to monetary policy by the Federal Reserve or other regulatory actions could expose fixed income and related markets to heightened volatility, interest rate sensitivity and reduced liquidity, which may impact the universe of potential investment options and return potential.
- Repurchase agreement risk — If the seller of a repurchase agreement defaults on its obligation to repurchase securities from an account, the account may incur costs in disposing of the collateral and may experience losses if there is any delay in its ability to do so.
- Tax risk — In order to be tax-exempt, municipal securities generally must meet certain regulatory requirements. If a municipal security fails to meet these requirements, the interest received on the investment in the security may be taxable.
- Variable rate demand note (VRDN) and tender option bond (TOB) risk — Investments in VRDNs and TOBs involve credit risk with respect to the issuer or financial institution providing the credit and liquidity support for the put or tender option. An issuer or financial institution could default on its obligations.

Item 9 - Disciplinary Information

Our firm and our management personnel have no reportable disciplinary events to disclose.

Item 10 - Other Financial Industry Activities and Affiliations

We and other entities under the common control of U.S. Bancorp, including PFMAM, PFM Fund Distributors, Inc. ("PFMFD"), U.S. Bank, U.S. Bank Global Fund Services ("USBGFS") and U.S. Bancorp Investments, Inc. ("USBII"), are related persons. The First American Funds and the Private Fund are also related persons. We have certain relationships with related persons, as described below, which may conflict with clients' interests. At a minimum, conflicts are addressed by disclosing the conflicts to affected clients or prospective clients.

U.S. Bancorp Asset Management

In addition to our principal business of providing investment advisory services, we provide account administration services to certain clients, including the First American Funds and the Private Fund, and from time to time produce analyses or reports for clients concerning securities or issuers of securities. We may promote the First American Funds to our Separately Managed Account clients.

For the First American Funds, in addition to the sales charge payments and the distribution, service and transfer agency fees that may be paid to U.S. Bank and its affiliates, we make additional payments out of our own assets to U.S. Bank and other affiliates for the purposes of promoting the sale of the Funds' shares, maintaining share balances and/or for sub-accounting, administrative or shareholder processing services. Other compensation or revenue may be provided to U.S. Bank and other affiliates to the extent not prohibited by law. The amounts of these payments could be significant and may create an incentive for U.S. Bank or another affiliate to recommend or offer shares of the Funds to its customers. Similar payments may also be made by us to financial intermediaries not affiliated with U.S. Bank and other affiliates. These payments may create a conflict of interest by influencing the financial intermediary to recommend the Funds over other investments.

We administer the securities lending program of U.S. Bank, who acts as agent lender on behalf of certain custodial clients of U.S. Bank, including mutual funds and other clients who may also receive services from USBGFS. Cash collateral received from borrowers in connection with securities lending transactions may be invested in certain series of First American Funds, the Private Fund or other cash management vehicles advised by USBAM. When providing securities lending services, we have a potential financial incentive to increase securities lending revenue and maximize the amount of collateral we manage by lending out as many of an account's securities as possible. To address this conflict of interest, the securities lending program and the risks associated with it are governed by contract and clients receive regular reporting on the status of the lending activities occurring on their accounts. In addition, we have a separate and distinct staff dedicated solely to administering U.S. Bank's securities lending program.

USBAM and PFMAM share certain employees and services which include business solutions/project management client services, and certain operational and product support services. USBAM also provides credit research and analysis to PFMAM and U.S. Bank's Asset Management Group. USBAM's parent, U.S. Bank, provides compliance, human resources, legal, risk, technology, and other corporate, finance or administrative support services to USBAM and PFMAM.

We may receive referral business from our related persons and may pay referral fees to them, as described further under "Client Referrals and Other Compensation" below.

PFM Asset Management

PFMAM is an SEC-registered investment adviser and wholly-owned subsidiary of USBAM. PFMAM offers investment advisory services for government, nonprofit and other institutional investors who invest in fixed-income and multi-asset class strategies. PFMAM also provides services to PFM Multi-Manager Series Trust, a registered open-end investment company utilizing a manager-of-managers structure.

PFM Fund Distributors

PFMFD is a registered broker-dealer. PFMFD is a dealer for the First American Funds and may receive 12b-1 fees from the First American Funds.

U.S. Bank

U.S. Bank serves as custodian for a significant number of our Client Accounts, including the First American Funds. Additionally, U.S. Bank and/or USBAM serve as securities lending agent for some of those accounts, as described under “– U.S. Bancorp Asset Management” above. U.S. Bank may also participate as a member of underwriting syndicates in securities offerings, for which it may receive a fee.

We provide various investment advisory services to U.S. Bank for compensation, including managing accounts of certain U.S. Bank clients as a sub-adviser under authority delegated by U.S. Bank, for which we earn a negotiated fee.

U.S. Bank Global Fund Services

We may invest client assets in mutual funds (in addition to the First American Funds) or other pooled investment vehicles to whom USBGFS provides services and receives a fee. We and/or U.S. Bank may serve as securities lending agent for mutual funds and other clients to whom USBGFS provides services.

U.S. Bancorp Investments

USBII is a registered broker-dealer and SEC-registered investment adviser. USBII is a dealer for the First American Funds and receives 12b-1 fees from the First American Funds and/or other payments from us. USBII is also a licensed insurance agency.

USBII may participate as a member of underwriting syndicates in securities offerings, for which it may receive underwriting discounts or commissions. In certain circumstances and in compliance with applicable laws, regulations and regulatory guidance, including Rule 10f-3 under the Investment Company Act of 1940, as amended (the “Investment Company Act”), we may recommend or purchase such securities for a Client Account from a member of an underwriting syndicate of which USBII is also a member. For Separately Managed Accounts only, we may recommend or purchase such securities in which USBII participates in the underwriting syndicate if client investment guidelines, restrictions, or other directives do not specifically prohibit the account from purchasing during such securities offering and purchases are made from unaffiliated broker-dealers, unless client consent is obtained to allow for purchases from USBII.

Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics and Personal Trading

Under Rule 204A-1 of the Advisers Act, USBAM has established a Code of Ethics that sets forth the standards of business conduct expected of all persons to whom the Code of Ethics applies. The Code of Ethics addresses compliance with applicable federal securities laws, personal securities trading, required reporting provisions, how violations are reported to our Chief Compliance Officer, and any potential sanctions for violations of the Code of Ethics. As an investment adviser, client trust is our most valuable asset. Our success largely depends on the degree of trust our clients bestow upon us. To that end, we have adopted our Code of Ethics to help guide our conduct.

Our directors, officers, employees and certain associated persons may purchase or sell securities in accordance with our Code of Ethics. Our Code of Ethics and its related procedures are reasonably designed to set forth the standards of business conduct expected of certain persons who obtain certain information regarding purchases or sales of securities by the Client Accounts ("Access Persons").

We believe that the ability for our employees to execute personal trading is a privilege and, as such, employees must put the interests of our clients ahead of their own. To control this activity, Access Persons must pre-clear and obtain approval from the USBAM Compliance Department prior to executing most personal securities transactions. Transactions in certain exempt securities do not require reporting or pre-clearance.

In addition to requiring approval for personal trading, Access Persons are required to make initial and annual holdings reports and quarterly transaction reports. Our Compliance Department is responsible for reviewing these reports as well as the administration and reporting of violations of the Code of Ethics. Also, Access Persons must quarterly certify as to their understanding of, and compliance with, the Code of Ethics. Our Chief Compliance Officer (or qualified delegate) reports violations and any related sanctions or other enforcement of the Code of Ethics to the USBAM Internal Compliance Control Committee and the First American Funds' board of trustees.

For a complete copy of our Code of Ethics, contact your Relationship Manager or call 612-303-3419.

We have no obligation to buy, sell or recommend for purchase or sale any security that we or our employees may purchase or sell for themselves or for any other advisory clients. We have no obligation to seek to obtain any material nonpublic information about any issuer of securities, nor to effect transactions for our advisory clients based on any material nonpublic information as may come into our possession.

Participation or Interest in Client Transactions

"Cross transactions" are generally defined as transactions where an adviser effects transactions between and among client accounts. We do not engage in cross transactions.

As discussed above under "Other Financial Industry Activities and Affiliations," we also receive fees for securities lending services provided to certain clients.

A client's assets may be invested in investment companies for which we provide investment advisory services. However, in such circumstances, we do not charge a separate advisory fee with respect to the portion of the assets in a client's account that are invested in such fund(s) unless otherwise agreed to by clients.

We and/or an affiliate may make a seed money investment into a series of the First American Funds before the Fund's registration statement under the Securities Act of 1933, as amended, and the Investment Company Act becomes effective. Upon the effective date of the Fund, we and/or an affiliate may acquire shares of the Fund and own substantially all, or a significant portion, of the Fund's outstanding shares for an indeterminable period thereafter.

Item 12 - Brokerage Practices

The Client Accounts are almost exclusively composed of fixed income securities and portfolio transactions are made directly with the issuer of the securities or with broker-dealers acting for their own account or as agents. An account does not usually pay brokerage commissions on purchases and sales of fixed income securities, although the price of the securities generally includes compensation, in the form of a spread or mark-up or mark-down, which is not disclosed separately.

We have established an Investment Practices Committee ("IPC") that has oversight and policy-making responsibility for our brokerage practices. The Committee's membership includes senior representatives from our Investments, Risk Management, Compliance, Distribution, Legal and Investment Operations departments. The Committee generally meets monthly.

Selection of Broker-Dealers

In general, we determine the broker-dealers with or through which securities transactions are executed. An exception to this practice would be if a client notifies us that it may not place trades through certain broker-dealers.

Transactions are only executed through broker-dealers that have been approved by the IPC. Our Investment Operations Department confirms that no member of the Investment Department has a family or other relationship with anyone employed at the broker-dealer that may create a conflict of interest. Investment Operations also verifies that the proposed broker-dealer is an active, qualified member of the Financial Industry Regulatory Authority ("FINRA") or other applicable regulatory organization prior to recommending IPC approval. The IPC reviews and reapproves the list of approved broker-dealers at least annually.

Best Execution

The primary consideration in placing a portfolio transaction with a particular broker-dealer is efficiency in executing orders and obtaining the most favorable net prices for the client under the circumstances of each particular transaction. More specifically, the portfolio managers consider the full range and quality of the services offered by a broker-dealer. The determination may include the competitiveness of price; access to desirable securities; willingness and ability to execute difficult or large transactions; value, nature, and quality of any brokerage and research products and services provided; financial responsibility (including willingness to commit capital) of the broker-dealer; ability to minimize market impact; maintenance of the confidentiality of orders; responsiveness of the broker-dealer to us; and ability to settle trades. For transactions where competitiveness of price is the determining factor, all other factors being equal, portfolio management will seek to obtain more than one offer or bid on purchases and sales of securities to the extent they are available. We may, however, select a dealer to effect a particular transaction without communicating with all dealers who might be able to effect such transaction because of the volatility of the market and our desire to accept a particular price for a security because the price offered by the dealer meets guidelines for profit, yield, or both. While it is our policy to seek the most advantageous price on each transaction, there is no assurance we will be successful in doing so on every transaction.

Brokerage and Research Products and Services

When consistent with the best execution objectives described above, business may be placed with broker-dealers who furnish brokerage and research products and services to us. Such brokerage and research products and services would include advice, both directly and in writing, as to the value of securities, the advisability of investing in, purchasing, or selling securities, and the availability of securities or purchasers or sellers of securities, as well as analyses and reports concerning issues, industries, securities, economic factors and trends and portfolio strategy.

The research products and services would allow us to supplement our own investment research activities and enable us to obtain the views and information of individuals and research staffs of many different securities firms prior to making investment decisions for the Client Accounts. To the extent portfolio transactions are effected with broker-dealers who furnish research services, we would receive a benefit, which is not capable of evaluation in dollar amounts, without providing any direct monetary benefit to the Client Accounts from these transactions.

As a general matter, the brokerage and research products and services that we receive from broker-dealers are used to service all our accounts. However, any particular brokerage and research product or service may not be used to service each and every Client Account and may not benefit the particular accounts that generated the transactions that may have resulted in the receipt of the product or service.

We have not entered into any formal or informal agreements with any broker-dealers, and do not maintain any "formula" that must be followed in connection with the placement of Client Account portfolio transactions in exchange for brokerage and research products and services provided to us. We may, from time to time, maintain an informal list of broker-dealers that will be used as a general guide in the placement of Client Account business to encourage certain broker-dealers to provide us with brokerage and research products and services, which we anticipate will be useful to us. Any list, if maintained, would be merely a general guide, which would be used only after the primary criteria for the selection of broker-dealers (discussed above) has been met, and, accordingly, substantial deviations from the list could occur.

While it is not expected that any Client Account will pay brokerage commissions, if it does, we would authorize the Client Account to pay an amount of commission for effecting a securities transaction in excess of the amount of commission another broker-dealer would have charged only if we determined in good faith that such amount of commission was reasonable in relation to the value of the brokerage and research services provided by such broker-dealer, viewed in terms of either that particular transaction or our overall responsibilities with respect to the Client Account.

Trade Aggregation and Allocation

In certain circumstances we aggregate or "bunch" orders in the same fixed income securities for all clients, provided that no client is favored over any other participating client, to obtain best execution at the best price available. In some cases, this system could have a detrimental effect on the price or volume of the security as far as each client is concerned. In other cases, however, the ability of the clients to participate in volume transactions will produce better executions for each client.

It is our policy to allocate investment opportunities among all Client Accounts in a fair and equitable manner that does not systematically favor one Client Account over any other, by providing buy and sell opportunities to all Client Accounts.

Affiliated Brokerage

As it relates solely to the First American Funds, no such Fund effects brokerage transactions in its portfolio securities with any broker-dealer affiliated directly or indirectly with us, unless such transactions, including the frequency thereof, the receipt of commissions payable in connection therewith, and the selection of the affiliated broker-dealer effecting such transactions are not unfair or unreasonable to the shareholders of the Fund, as determined by the Funds' board of trustees. Any transactions with an affiliated broker-dealer must be on terms that are both at least as favorable to the Fund as such Fund can obtain elsewhere and at least as favorable as such affiliated broker-dealer normally gives to others. For all other Client Accounts, we do not currently anticipate effecting brokerage transactions with any broker-dealer affiliated with us, except for potential transactions with USBII, as described above under "Other Financial Industry Activities and Affiliations—U.S. Bancorp Investments."

Directed Brokerage

We are prohibited from entering into any agreements or understandings under which brokerage with respect to portfolio securities transactions for the First American Funds, or other compensation, is directed to a broker dealer as consideration for the promotion or distribution of the First American Funds' shares, also referred to as "directed brokerage arrangements." Portfolio management and management involved in the process of selecting broker-dealers for portfolio securities transactions for the First American Funds are prohibited from considering the level of the First American Funds' sales or promotional efforts of any broker-dealer in connection with such selection process.

Additional Information

We may invest the assets of the Client Accounts in the publicly traded securities of other USBAM clients or prospective clients. In such circumstances, we do not and will not receive any compensation from the issuers specifically for investing Client Account assets in such issuers' securities. We may also invest the assets of the Client Accounts in securities issued by companies that are customers of our affiliates. For example, an issuer may be a commercial banking customer of one of our affiliates, or one of our affiliates may be involved in the underwriting or distribution of debt securities purchased by us on behalf of the Client Accounts. In such circumstances, the potential for a conflict of interest exists between our obligation to seek the most suitable investments for our clients and the perception that we have an incentive to assist in the success of our affiliate. In certain cases, we may also manage an issuer's proceeds from an underwriting in which an affiliate has been involved, and may receive an advisory fee for doing so, including where we have used our discretionary authority to purchase a portion of that issue for other Client Accounts.

Item 13 - Review of Accounts

Periodic Reviews

Each of our investment professionals is responsible for reviewing their accounts, and there are no fixed limits on the number of accounts that may be assigned to each investment professional. Our investment professionals generally review the accounts they manage on a continuous basis to assess the appropriateness of each portfolio's holdings relative to the portfolio's investment objective, investment guidelines, and the general economic environment.

All clients are eligible to receive an annual review of their Client Account. In addition, certain Separately Managed Accounts, the First American Funds and the Private Fund are subject to a formal review on at least a quarterly basis by members of our senior management. The Chief Investment Officer meets with

the portfolio managers at least quarterly to discuss the accounts under their management. This account review process may utilize data regarding absolute investment performance, performance attribution, performance versus applicable benchmarks and peer groups, and an assessment of the appropriateness of the composition of each account in connection with its investment objective and the general economic environment.

Regular Reports

We furnish detailed reports to our Separately Managed Account clients at such frequencies as may be agreed upon between us and the client. Typically, we issue these reports monthly. The reports typically include total return, cost and market value of all assets. Periodic meetings with clients may also be arranged to review the portfolio and set investment strategy, and to keep us apprised of clients' changing needs and objectives.

Item 14 - Client Referrals and Other Compensation

Subsidiaries, and certain affiliates and employees of ours receive cash compensation from us and/or an affiliate in connection with establishing new client relationships with us, the First American Funds, or the Private Fund. Total compensation of certain employees with marketing and/or sales responsibilities is based in part on their generation of new client relationships.

We maintain relationships with U.S. Bank and unaffiliated third parties pursuant to which we pay cash to U.S. Bank and such unaffiliated third parties if they are responsible for new client relationships. Such arrangements are intended to satisfy all applicable state and federal regulations, including under the Advisers Act.

Item 15 - Custody

We do not maintain custody of client assets directly. The custody function is performed by other providers such as brokers, banks, or other qualified custodians with whom our clients contract. Clients should receive regular statements from their custodians which list their assets, including information such as cost and market value, and transaction activity for the period. We urge clients to review these statements carefully and to contact their custodians if they have any concerns.

As noted under "Review of Accounts" above, we typically provide our clients with regular account reports. The information provided in these account reports may differ from the information contained in the custodian's statements. A common difference involves the market value of certain securities. Since custodians may use a different pricing vendor to price securities than we do, the prices for certain securities may vary. In addition, the accounting system used by a client's custodian may differ from our accounting system and may employ a different reporting method. Our reports are based upon trade date accounting with accruals, whereas some custodians report activity on a settlement date basis with or without accruals. While both reporting methods are accurate and acceptable, clients should be aware of the potential differences that could appear. We urge clients to compare our reports with those received from their custodian and to contact us with any questions they may have.

Item 16 - Investment Discretion

We typically manage accounts on a discretionary basis, as described above under “Advisory Business.” With respect to a discretionary account, clients have authorized us to manage the account without the need for the client to pre-approve the transactions. This client authorization is typically provided in a written agreement with the client. In making the decision as to which securities are to be bought or sold, and in what quantity, we manage the client’s account in accordance with guidelines established by the client. These guidelines include the desired investment style and, typically, performance benchmarks, and the degree of risk that the client wishes to assume. In the unlikely event there are no specific written guidelines, we would rely on communications with the client or their authorized representative.

Item 17 - Voting Client Securities

Because our clients will be invested primarily in fixed income securities, the probability of us receiving a proxy request on behalf of a client is rare. While we expect Client Accounts will rarely hold voting securities, Client Accounts may confer upon us complete discretion to vote proxies. It is our fiduciary duty to vote proxies in the best interests of our clients. In voting proxies, we also seek to maximize total investment return for our clients.

If we contract with another investment adviser to act as a sub-adviser, we may delegate proxy voting responsibility to the sub-adviser. Where we have delegated proxy voting responsibility, the sub-adviser will be responsible for developing and adhering to its own proxy voting policies, subject to our oversight.

The IPC is charged with oversight of the proxy voting policies and procedures. The IPC is responsible for (1) approving the proxy voting policies and procedures, and (2) oversight of the proxy voting activities of the USBAM Operations Department.

Conflicts of Interest

As an affiliate of U.S. Bancorp, a large, multi-service financial institution, we recognize that there are circumstances where we have a perceived or real conflict of interest in voting the proxies of issuers or proxy proponents (e.g., a special interest group) who are clients or potential clients of some part of the U.S. Bancorp enterprise. Directors and officers of such companies may have personal or familial relationships with the U.S. Bancorp enterprise and/or its employees that could give rise to potential conflicts of interest. We will vote proxies in the best interest of our clients regardless of such real or perceived conflicts of interest. To minimize this risk, the IPC will discuss conflict avoidance at least annually to ensure that appropriate parties understand the actual and perceived conflicts of interest we face in voting proxies on behalf of our clients.

If any member of IPC becomes aware of a material conflict regarding a proxy vote, the matter will be brought to the attention of the IPC and the IPC will determine a course of action designed to address the conflict. Such actions could include, but are not limited to: (1) obtaining instructions from the affected clients on how to vote the proxy; (2) disclosing the conflict to the affected clients and seeking their consent to permit us to vote the proxy; (3) abstaining from voting; (4) voting in proportion to the other shareholders to the extent this can be determined; or (5) recusing an IPC member from all discussion or consideration of the matter, if the material conflict is due to such person’s actual or potential conflict of interest.

In addition to the above, our employees must notify USBAM’s Chief Compliance Officer of any direct, indirect or perceived improper influence exerted by any employee, officer or director within the U.S. Bancorp enterprise or First American Fund complex about how we should vote proxies. The Chief Compliance Officer will investigate any such allegations and report the findings to USBAM’s Chief

Executive Officer and its Chief Counsel. If it is determined that improper influence was attempted, appropriate action will be taken, which may include disciplinary action, notification of the appropriate senior managers within the U.S. Bancorp enterprise, or notification of the appropriate regulatory authorities. In all cases, the IPC will not consider any improper influence in determining how to vote proxies and will vote in the best interests of clients.

Our Separately Managed Account clients may contact their Relationship Manager for more information on our policies and the proxy voting record for their account.

Item 18 - Financial Information

We are not aware of any financial condition that is reasonably likely to impair our ability to meet contractual commitments to our clients.

ITEM 7.G

Walmart Foundation Spark Good Local Grant Application

Request

Staff requests approval to apply for the Walmart Foundation Spark Good Local Grant for \$2,419, which will be used to purchase 2,500 fire safety 2-in-1 educational activity books and 1,000 fire hats for children.

Explanation

Fire department crews and staff provide educational activity books and helmets at public education/community risk reduction events where children are present, including schools, camps, back-to-school occasions, events at Kissimmee Lakefront Park, and other community activities.

The 2-in-1 activity books have been the department's educational books of choice for children, providing information on fire escape plans for families and teaching children not to fear firefighters in gear. In addition to coloring pages and safety messages throughout the books, there are numerous fun activities, including unscrambling words and mazes. There are also instructions for parents and caregivers to learn the material more effectively. The cost includes one color imprinting with the department's name, emergency and non-emergency numbers, and additional safety messages. The one-size-fits-all red fire hats include a fire department personalized shield (sticker) on the front of the helmets.

The cost of 2,500 activity books is \$1,275, and the cost of 1,000 fire hats is \$840.00. There is also a \$60 set-up fee and a \$244 shipping cost, for a total cost of \$2,419.

Recommendation

Staff recommends approval to apply for the Walmart Foundation Spark Good Local Grant in the amount of \$2,419.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

None

ITEM 7.H

Approval of staffing plan and budget classifications for the Haven on Vine program

Request

Approval to reclass positions for the Haven on Vine Affordable Housing Program staffing

Explanation

The Haven on Vine initiative has completed the first phase of renovations for the two-bedroom apartments, with all available units now fully occupied. As Phase 2 nears the final design stage for the studio apartments, construction is expected to be completed by the end of the year. Currently, 50% of the studio apartments are occupied in preparation for the construction and the relocation of existing residents necessary to complete the project.

Given that there are over 60 high-risk households on the property, staff is requesting a restructuring of the originally proposed staffing structure. This change is necessary to meet the increased demands of the residents and to ensure ongoing compliance with State, Federal, and National Fair Housing Standards.

The previously approved staffing plan is as follows:

- (1) Full-time Community Property Manager
- (2) Part-time Clerk Level Positions
- (1) Full-time Maintenance Technician

In order to balance the future demands of the completed project, which includes 83 leased units of affordable housing and 40 units of bridge and emergency housing, staff proposes to reclass the two part-time positions into one full-time position.

The new staffing structure would be as follows:

(1) Full-time Community Property Manager	Grade 22	\$62,005 - \$99,216
(1) Full-time Administrative Assistant III	Grade 11	\$36,254 - \$58,011
(1) Full-time Property Maintenance Technician	Grade 12	\$38,064 - \$60,902

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

None

ITEM 7.I

Approval of Interagency Agreement between the Miami Beach Police Department and Kissimmee Police Department

Request

The Police Department is requesting the Commission approve the Interagency Agreement between Miami Beach Police Department and the Kissimmee Police Department (Contract #20240501).

Explanation

The Criminal Investigations Division is developing and expanding the Department's License Plate Reader (LPR) camera capabilities. Motorola's Vigilant Solutions is a leading manufacturer of LPR cameras/database and the Department currently has a contract for our LPR cameras to be ingested into Vigilant's database through the Urban Areas Security Initiative program (UASI) from the Homeland Security Grant. Currently, hits from the LPR system are limited to a local database maintained by the Intelligence Unit, requiring manual entry/removal of individual vehicles to receive alerts if recognized by an LPR camera within the City.

The Miami Beach Police Department (MBPD) has elected to be the Lead Agency for statewide vetting of the Vigilant Vendor personnel. MBPD hosts and maintains the electronic database for the Vigilant LPR System to assist law enforcement agencies statewide. As the Lead Agency, individual agencies can then complete the attached Interagency Agreement, with MBPD, to access the statewide database. MBPD ensures Vigilant's compliance with CJIS regulations.

Recommendation

Staff recommends approval of the Interagency Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Interagency Agreement between MBPD and KPD

**INTERAGENCY AGREEMENT BETWEEN THE MIAMI BEACH POLICE DEPARTMENT
AND Kissimmee Police Department FOR CRIMINAL JUSTICE
INFORMATION EXCHANGE AND SYSTEM USEAGE**

WITNESSETH

WHEREAS, this Information Exchange Agreement is made and entered into, by the **Miami Beach Police Department** hereafter referred to as MBPD, and Kissimmee Police Department, hereafter referred to as AGENCY2, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations. (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, MBPD and AGENCY2 are headquartered within the boundaries of the State of Florida;

WHEREAS, MBPD presently hosts and maintains an electronic database for the Vigilant License Plate Reader (LPR) System to assist law enforcement agencies in detection, identification and recovery of stolen vehicles, wanted persons, missing and/or endangered children/adults, and persons who have committed serious and violent crimes. Additionally, the System can be utilized to assist in developing and pursuing leads in criminal investigations by locating suspects, witnesses, and victims. for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, MBPD has elected to be the Lead Agency for statewide vetting of the Vigilant Vendor (Vendor) personnel.

WHEREAS, MBPD is willing to share Vendor employee background screening information obtained from state and national fingerprint -based records checks with AGENCY2, in a manner consistent with the requirements of the CSP;

WHEREAS, The Federal Bureau of Investigation (FBI) issued a memorandum informing states that LPR extract data is now considered criminal justice information (CJI), and therefore must meet protection requirements set forth under the CJIS Security Policy (CJISSECPOL). This information was released to all law enforcement agencies by the FDLE via CJIS Memorandum 2022-11.

WHEREAS, The AGENCY2 wishes to access and utilize CJI from the MBPD's LPR System for the administration of criminal justice;

NOW THEREFORE, the parties agree as follows:

1. The LPR System may be hosted and maintained locally at the MBPD or on a secure government-approved cloud platform such as Microsoft Azure GovCloud, pursuant to approval by FDLE.
2. The AGENCY2 shall be entitled to use, through agents and employees of MBPD the LPR System.
 - a. The MBPD is required to conduct level two background checks on all LPR system Vendor personnel with unescorted access to unencrypted CJI and retain those results under their ORI in FALCON.
 - b. The MBPD shall ensure that Vendor notifies MBPD in the event Vendor hires or terminates Vendor personnel so that the FALCON database can be updated.
 - c. The MBPD must ensure that all Vendor personnel have taken and maintain current CJISONLINE Awareness Training prior to gaining access to the LPR System and annually thereafter.
 - d. The MBPD must ensure that a copy of the Security Addendum Certification Page is completed by all Vendor personnel and must maintain a copy of the Certification Page.
 - e. The MBPD is responsible to ensure that Vendor personnel are meeting the requirements outlined in the CJISSECPOL including all requirements for remote/logical access.

3. The AGENCY2 agrees to abide by all applicable local, state, and federal laws, rules, and regulations, as well as the FBI CJISSECPOL and rules and regulations of the MBPD, with regard to the use of the LPR System.
4. The AGENCY2 agrees that it shall make use of the information system only for the administration of criminal justice.
5. Both parties agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and each party, to include but not be limited to the requirements of the FBI CJISSECPOL.
6. Both parties agree that they shall make use of the records and information within the LPR System for authorized criminal justice purposes only.
7. Both parties will disseminate CJI related information obtained from the LPR System only for criminal justice purposes.
8. To the extent provided by the laws of Florida, the parties agree to be responsible for the violations, negligent acts or omissions of their agency's personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records. To the extent permitted by Section 768.28 of the Florida Statutes, each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.
9. All policies, procedures and operating instructions contained in the FBI CJISSECPOL are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
10. Both MBPD and AGENCY2 will have a written policy for discipline of personnel who access CJI for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures.
11. The MBPD and AGENCY2 have an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.
12. The MBPD reserves the right to deny CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.
13. CJI SYSTEM REQUIREMENTS for accessing the LPR System:
 - a. AGENCY 2 shall submit a list to MBPD of AGENCY2 individuals authorized to access the LPR system within thirty (30) days of executing this Interagency Agreement. AGENCY2 shall send MBPD an updated list upon adding and/or removing an AGENCY2 user.
 - b. AGENCY2 shall verify that each user with access to the LPR System is an authorized individual.

- c. AGENCY2 shall ensure that users from their agency are removed when access is no longer required.
 - d. AGENCY2 shall ensure that users are only provided the necessary access to the CJI System as needed for their job duties.
 - e. AGENCY2 shall connect all devices to the hosted CJI System via an encrypted path.
 - f. The AGENCY2 Local Agency Security Office (LASO) shall ensure audit logs of the LPR System contain all information outlined in the CJISSECPOL auditing and accountability section and shall review the audit logs on a weekly basis.
 - g. The AGENCY2 is required to conduct and maintain records of an annual review of active accounts to the LPR System. The records must be retained and provided to MBPD during AGENCY2's triennial technical audit.
 - h. The AGENCY2 shall access to the LPR System via an encrypted tunnel.
 - i. The AGENCY2 shall only use AGENCY2 owned devices to access the LPR System.
 - j. The LPR System must meet all requirements outlined in the CJISSECPOL for CJI Systems.
14. Either party may terminate this Agreement upon thirty (30) days written notice, except that the MBPD may terminate this Agreement immediately and without notice upon the finding that the AGENCY2 has violated any term of this Agreement.
15. Each party agrees to be liable for any and all claims, suits, damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of its own agents, subcontractors, and employees, in the course and scope of such party's utilization, access, distribution or any other usage of any information obtained by way of this Agreement.
16. Nothing herein contained is intended to serve, nor shall be interpreted as a waiver of any defense or limitation of liability afforded a governmental entity as a result of sovereign immunity, or to extend or increase either party's liability as provided in Section 768.28, Florida Statutes. Said financial limitations shall apply to any and all claims and actions including, but not limited to, those arising out of contract or tort.
17. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.
18. This Agreement constitutes the entire agreement of the parties and may not be modified or amended without a written agreement executed by both parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officers and officials.

Miami Beach Police Department

Chief of Police

Date

Witness

Date

Kissimmee Police Department

AGENCY 2 Name:

AGENCY 2 Head and Title

Date

AGENCY2 Witness

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Thomas J. Ellis 02/22/24
City Attorney *TE* Date

ITEM 7.J

Federal Aviation Administration Grant Offer for Taxiway Delta Improvements – Construction & Engineering

Request

Approval to accept a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for Rehabilitate, Mark, Light Taxiway Delta & RIMS – Construction & Engineering” at Kissimmee Gateway Airport. Grant Master No. TWYD Const.

Explanation

The Kissimmee Gateway Airport’s 3-year Capital Improvement Plan has identified the need to rehabilitate pavement and replace associated lighting for Taxiway Delta (TW D). The Pavement Condition Index (PCI) rating evaluates pavement conditions by assigning a scale; 0 indicating failed, and 100 indicating perfect. PCI rating 41-55 indicates a “poor condition” and the current average number assigned to TW D is 47.5.

The project will improve lighting with new LED edge lights and directional signs. In addition, the project will straighten an adjacent pavement, Taxiway Charlie, to meet the FAA’s Runway Incursion Mitigation (RIM) Program. The grant is expected to be announced the week of September 9, 2024. Due to the end of the federal fiscal year, the FAA will require acceptance and a full execution, to be returned to the FAA no later than September 17, 2024.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393		Increase	10,290,661	10,290,661
47000331-331410		Increase	10,290,661	10,290,661

Financial Summary:

The project cost is \$11,434,068, 90% FAA (\$10,290,661). Typically, the Florida Department of Transportation (FDOT) will offer 8% (\$912,561) at a later offer/date and require a local match (Airport) of 2% (\$230,847).

Recommendation

Approval to accept a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for Rehabilitate, Mark, Light Taxiway Delta & RIMS – Construction & Engineering” at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Airport
Presenter: Shaun Germolus

Attachment(s):

1. ISM Taxiway D Rehabilitation and RIMS Const Application

May 29, 2024

Mr. Bill Farris, Program Manager
Program Manager
Federal Aviation Administration
Orlando Airports District Office
8427 SouthPark Circle, Suite 524 – Orlando, FL 32819

Dear Mr. Farris:

**Re: Grant Application - ISM - Kissimmee - Rehab Taxiway D – Construction \
Construction Engineering - 2022.161.03 –
FAA AIP 3-12-0038-045-2024 FDOT FPN 438446-2
Kissimmee Gateway Airport, Kissimmee, Florida
FY 2024 Airport Improvement Program**

Enclosed please find an FY2024 Airport Improvement Program grant application for the following projects at the Kissimmee Gateway Airport:

1. Taxiway Delta Rehab and RIMS - Construction / Construction Engineering

The following items are enclosed for each of the above project:

- ✓ Federal Assistance Request Checklist
- ✓ Standard Form 424 -- Application for Federal Assistance
- ✓ Detailed Project Information Sheet
- ✓ Individual Project Cost Breakdowns and Total Cost Summary
- ✓ Project Sketch – One for each or one drawing with all projects
- ✓ Environmental Determination Documentation for each project / work item shown above
- ✓ Individual Project Schedule
- ✓ Individual Project Scopes of Work for each project
- ✓ Independent Fee Estimate (under separate cover)
- ✓ Certified Bid Tabulation and Recommendation to Award Letter

The application amount is based on competitive bids taken on May 14, 2024, and a construction engineering fee proposal from the Airport's consultant.

The Airport requests the letter of credit method of payment for set up of electronic drawdown using the latest federal system based on grant award letters. No changes to the Exhibit "A" Property Map or the Exhibit "C" Attorney's Title Opinion have occurred since the last federal grant.

Please let me know if you have any questions or comments, and we look forward to a federal grant offer soon.

Sincerely,



Shaun J. Germolus, A.A.E.
Director of Aviation
Shaun.germolus@kissimmee.gov
(407) 518-2505

Airport Improvement Program
Orlando Airports District Office
Federal Assistance Request Checklist

GRANT APPLICATION CHECKLIST

Airport:	Kissimmee Gateway Airport (ISM)
Sponsor:	City of Kissimmee
City, State:	Kisimmee, Florida
Date of Application:	May 24, 2024

Cover Letter:

YES Letter of Credit method of payment requested.

YES Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)

N/A If pre-application, proposed application date identified.

YES If application, any changes to requested amount are identified and reasons provided.

YES If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.

YES If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Application:

YES Standard Form 424 -- Application for Federal Assistance

YES Detailed Project Information Sheet

YES Project Cost Estimates -- One for each project and a summary

YES Project Sketch -- One for each or one drawing with all projects

YES Environmental Determination Documentation for each project (CatEx Checklist, Copy of FONSI or ROD Signature Page)

YES Individual Project Schedules

N/A Appraisals (Land Acquisition Projects)

YES Independent Cost Estimates (under separate cover)

YES Individual Scope of Work



AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

May 16, 2024

Mr. Shaun Germolus, Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 34741

**Re: Recommendation to Award
Kissimmee Gateway Airport (ISM)
Rehabilitate, Mark, Light, & Sign Taxiway D
FAA AIP #3-12-0038-044-2023 / FDOT FM #438446-1 / Bid #IFB2024-004**

Dear Mr. Germolus:

On May 14, 2024 at 2PM, the Airport received bids on the above-noted project. A total of four (4) bids were received as follows:

Bidder	Bid Schedule A	Bid Schedule B	Total Bid
Ranger Construction Industries, Inc.	\$7,663,578.12	\$3,260,843.20	\$10,924,421.32
Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.	\$7,825,146.30	\$3,342,891.05	\$11,168,037.35
The Middlesex Corporation	\$8,637,076.28	\$3,924,453.20	\$12,561,529.48
Hubbard Construction Company	\$9,319,727.11	\$3,562,017.26	\$12,881,744.37
Engineer's Estimate	\$7,915,737.38	\$3,846,657.96	\$11,762,395.34

A complete list of all quantities and unit prices are provided in the attached Bid Tabulation. The apparent low bidder is **Ranger Construction Industries, Inc. (Ranger)** whose combined Bid Total for Bid Schedules A and B is **\$10,924,421.32** which is approximately 7% lower than the Engineer's Estimate, as noted above.

The bid submitted by Ranger appears to be complete and responsive, including the required proposal documentation, Bid Schedules A and B, bonding, project history, and acknowledgement of Addendums 1-5. Ranger has committed to a DBE goal of 3.84% which will slightly exceed the DBE goal set for the project of 3.8%. As well, Ranger is registered as prequalified with FDOT and is well known throughout the industry with a good reputation for Airport construction. The project references provided are in good standing at Vero Beach, Palm Beach International (PBI), Lake Wales (X07). Finally, AVCON has worked with Ranger at ISM, for the Runway 6-24 rehab project circa 2016. Ranger is well known as a solid company for Airport construction in the industry.

Mr. Shaun Germolus
Kissimmee Gateway Airport
Recommendation to Award
Rehabilitate, Mark, Light, & Sign Taxiway D
May 15, 2024
Page 2 of 2



Therefore, and notwithstanding the City's Legal Counsel review, **AVCON** recommends Award of the Contract to **Ranger Construction Industries, Inc.** for the Bid Total of **\$10,924,421.32 (Ten Million, Nine Hundred Twenty-Four Thousand, Four Hundred Twenty-One Dollars and 32/100)**, subject to the availability of federal and state funding.

The next step is to prepare the construction engineering scope of services and federal grant application, which is due this year not later than July 1, 2024, based on the correspondence from Bill Farris recently. Pending receipt of sub-consultant fee proposals, I should have this to mid to late next week.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

AVCON, INC.

A handwritten signature in blue ink, appearing to read "Russell D. Holliday", is written over a faint, light blue rectangular stamp or watermark.

Russell D. Holliday, PE, M.ASCE
Senior Project Manager - Airports

Enclosure: Bid Tabulation

Project No. 1: Detailed Project Information Sheet

Airport Improvement Program (AIP)

Airport : Kissimmee Gateway Airport (ISM)
 City, ST: Kissimmee, Florida
 TAX ID No./UEI: 59-6000348/LBMLAVYLN7M5
 SAM Expiration Date: 03/13/2025 (CAGE 6MXC0)
 Project Title: Rehabilitate Taxiway Delta and Taxiway C RIMS– Construction and Construction Engineering

Project Description:

This project will rehabilitate existing partial parallel Taxiway Delta, including RIMS correction and partial rehabilitation of Taxiway Charlie due to RIMS. The rehabilitation is approximately 3200 lf. The Taxiway Charlie for RIMS correction is approximately 800 lf. The project includes Medium Intensity Taxiway Lights (MITLS), guidance and mandatory hold signs, marking, grading, and drainage.

Project Justification:

The project will enhance safety standards on the Airport. The latest PCI for the Taxiway system as a whole is rated at 64 in 2021, projected to be 61 in 2023, and 55 by 2029. Taxiway Delta pavement evaluation feature numbers 405 and 410 are rated even lower at 45 and 44 respectively (average is 44.5) Taxiway C is 43. Applicable FAA Work Codes: ST TW IM. The project meets the tests of Table 3-4 of the AIP Handbook. 1) Advances safety 2) There is a need 3) Scope is appropriate - Only the items necessary are proposed for request. Source for PCI: FDOT Pavement Evaluation Report 2023.

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

Delete if not applicable or provide explanation as to why project should be considered.

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| ☐ Force Account Services | ☐ Benefit Cost Analysis | ☐ [Enter Other] |
| ☐ Mods. To Standards | ☐ Design-build or CMR | ☐ [Enter Other] |
| ☐ AIP eligible & non-eligible | ☐ Exceeds FAA Stds. | ☐ [Enter Other] |

None anticipated at this time.

Project Funding:

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$11,434,067.32	\$10,290,660.59	\$912,560.59	\$230,846.15
Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
NP Entitlements FY2024	\$150,000.00	\$150,000.00	\$0.00
BIL AIG Funds FY2024	\$844,000.00	\$844,000.00	\$0.00
Discretionary FY2024	\$9,296,660.59	\$9,296,660.59	\$9,296,660.59
Total	\$10,290,660.59	\$10,290,660.59	\$10,290,660.59

Alternate Funding Plan: *Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.*

The project is split into separate TW Delta Rehab and TW Charlie Rehab/ RIMS bid schedules to provide flexibility in funding options. There is no other alternate funding sources or plan at this time.

Project Cost Estimate Breakdown:**Project # 1: Rehab Taxiway D and Taxiway C (RIMS)- CONSTRUCTION**

Construction and Construction Engineering Estimate	Total	FAA
Construction	\$10,924,421.32	\$9,831,979.19
Construction Engineering	\$499,646.00	\$449,681.40
Airport Admin	\$10,000.00	\$9,000.00
	\$11,434,067.32	\$10,290,660.59

Total Estimated Project Cost (100%)	\$11,434,067.32
Total FAA Share Cost (90%)	\$10,290,660.59

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	10/2023	
Date of last 5010, Airport Master Record verification for data corrections.	10/05/2023	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	10/2023 (under FAA Review)	
Date of Environmental Determination	10/20/23 CatEx	
Date of last Airport Pavement Maintenance Program.	01/12/23	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	☐	☒
Not Applicable.		

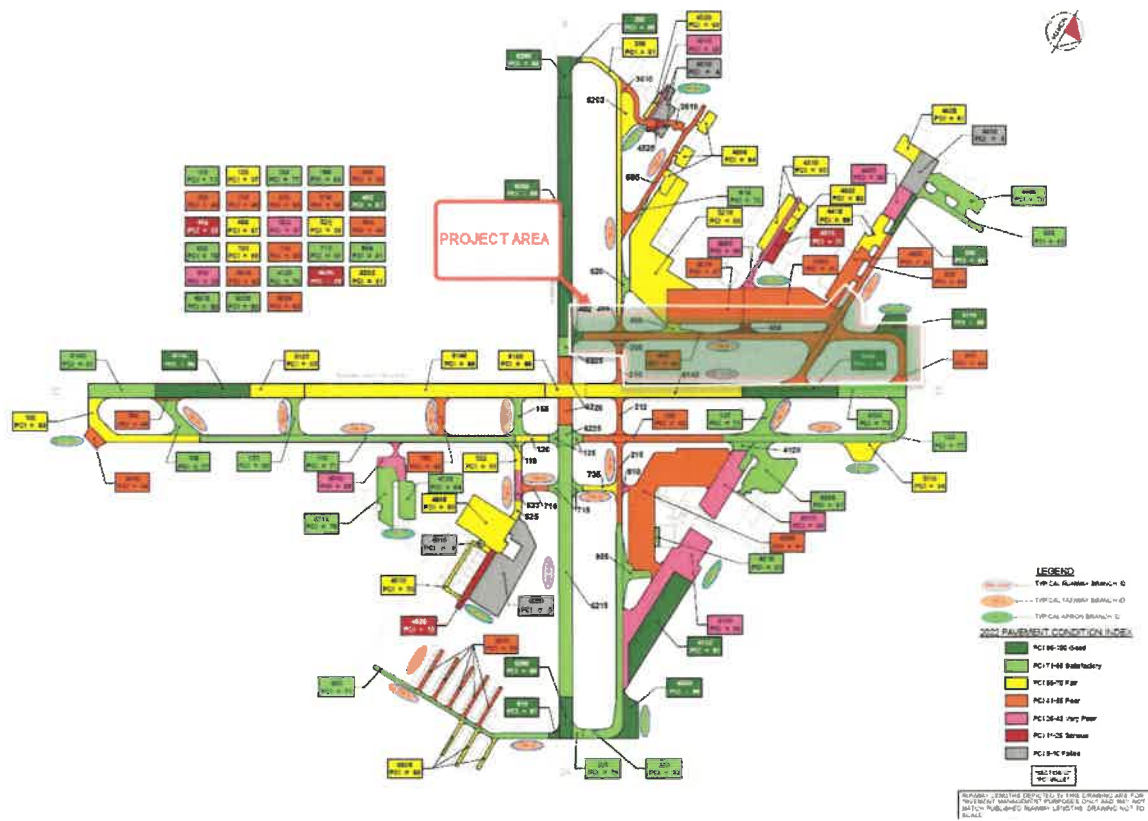
Project #1: Rehab Taxiway D and Taxiway C (RIMS)- - CONSTRUCTION
PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	02/07/2023
Pre-Application Submittal to FAA ADO Planner	10/20/2023
Application Submittal to FAA ADO Engineer	07/01/2024
Grant Offer	10/01/2024
Execution of FAA Grant	11/01/2024
Pre-Construction Conference	01/2025
Start Construction	02/2025
Substantial Construction Completion	09/2025
Final Construction Completion	10/2026
Project Close-Out ¹	01/2027

= To be coordinated with the ADO Engineer prior to grant application submittal.

¹ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

PROJECT SKETCH



FDOT 2023 PCI EXCERPTS

Airport Pavement Evaluation Report Statewide Airfield Pavement Management Program

2022

Network ID	Branch ID	Section ID	Current PCI	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ISM	TW D	405	45	44	43	42	41	40	38	37	36	34	33
ISM	TW D	410	44	43	42	41	40	38	37	36	34	33	31
ISM	TW E	119	73	71	70	69	68	67	66	65	64	63	62
ISM	TW F	165	83	81	79	77	76	74	73	72	70	69	68
ISM	TW B	225	79	77	76	74	73	71	70	69	68	67	66
ISM	TW C	127	71	70	68	67	66	65	64	63	63	62	61
ISM	TW C	320	43	42	41	39	38	37	36	34	33	31	29
ISM	TW C	325	83	81	79	78	77	75	74	73	72	70	69
ISM	TW C	330	86	84	82	80	78	77	75	74	72	71	70
ISM	TW D	402	87	85	83	81	79	78	76	75	73	72	70



Appendix A

A-7

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:****4. Applicant Identifier:****5a. Federal Entity Identifier:**

ISM - 3-12-0038

5b. Federal Award Identifier:

3-12-0038-042-2022

State Use Only:**6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:** City of Kissimmee Gateway Airport*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000348

*** c. UEI:**

LBMLAVYLN7M5

d. Address:*** Street1:** 401 Dyer Blvd**Street2:***** City:** Kissimmee**County/Parish:***** State:**

FL: Florida

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:** 34741-4657**e. Organizational Unit:****Department Name:**

Airport

Division Name:

Public Works

f. Name and contact information of person to be contacted on matters involving this application:**Prefix:**

Mr.

*** First Name:**

Shaun

Middle Name:*** Last Name:**

Germolus

Suffix:**Title:** Director of Aviation**Organizational Affiliation:**

AAE

*** Telephone Number:** 1 (407) 518-2516**Fax Number:** 1 (407) 847-8399*** Email:** shaun.germolus@kissimmee.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

ISM - Kissimmee Gateway Airport - Rehab Taxiway D & RIMS - Construction - 2022.161.03 - FAA AIP
3-12-0038-045-2024 FDOT FPN 438446-2

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

 17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	10,290,660.59
* b. Applicant	230,846.15
* c. State	912,560.58
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	11,434,067.32

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)
SHORT FORM**

Airport: Kissimmee Gateway Airport (ISM)

Project Title: Rehab Taxiway Delta and Charlie (RIMS) – CONSTRUCTION

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action : Paragraph 5.6e Rehab existing Taxiway**

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1.

Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

-An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;

-An impact on properties protected under Section 4(f);

-An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);

-An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;

-A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;

An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);

-An impact on noise levels of noise sensitive areas;

-An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;

-An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;

-Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.

-Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or

-Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.


Signature of Authorized Airport Representative

5.29.2024
Date

FAA Determination (signature of Program Manager):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

Final 7-8-2016

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Kissimmee Gateway Airport (ISM)

Prepared and certified by: Shaun Germolus, Director of Aviation

Date: 05/24/24

	YES*	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED	X		These items are listed in Order 1050.1F, Paragraph 5.6e – Rehab Existing Taxiway
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		X	
Land acquisition		X	
New airport serving general aviation		X	
Access or service road construction		X	
New airport location		X	
New runway		X	
Runway extension, strengthening, reconstruction, resurfacing or widening		X	
Converting prime or unique farmland		X	
Runway Safety Area (RSA) improvements		X	
ILS or ALS installation		X	
Airport development (hangars, terminal expansion)		X	
On-airport aboveground or underground fuel storage tanks		X	
Construction, reconstruction, or relocation of an ATCT		X	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		X	
Section 4(f) or 6(f) resources		X	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		X	
Federal, state, tribal, or local natural, ecological, or scenic resources		X	
Wetlands, floodplains, waterways		X	
Energy supply or natural resources		X	
Protected rivers or river segments		X	
Established community(s), planned development, or plans/goals adopted by the local community		X	
Surface vehicular traffic (reduce LOS)		X	
Air quality or violate Federal, state, tribal or local standards		X	

Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		X	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		X	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		X	
Cause residential or business relocations		X	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		X	
Cause Environmental Justice Impacts		X	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		X	
Create a Wildlife Hazard per AC 150/5200-33		X	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		X	

**** Attach detailed explanations or analysis for all “yes” answers on a separate sheet that supports a Categorical Exclusion determination.**

Final 7-8-2016

PART II
PROJECT APPROVAL INFORMATION
SECTION A

Item 1
Does this assistance request require State,
local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body
Priority

Item 2.
Does this assistance request require State, local
advisory, educational or health clearances?

☐ Yes ☒ No

Name of Agency or Board
(Attach Documentation)

(Attach Comments)

Item 3
Does this assistance request require clearinghouse review
in accordance with OMB Circular A-95?

☐ Yes ☒ No

Item 4
Does this assistance request require State, local,
regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency
Date

Item 5.
Is the proposed project covered by an approved
comprehensive plan?

☒ Yes ☐ No

Check One: State ☐
Local ☐
Regional ☐

Location of plan **City Hall / County Administration Bldg**

Item 6.
Will the assistance requested serve a Federal
installation?

☐ Yes ☒ No

Name of Federal Installation
Federal Population benefiting from Project

Item 7
Will the assistance requested be on Federal land
or installation?

☐ Yes ☒ No

Name of Federal Installation
Location of Federal Land
Percent of Project

Item 8
Will the assistance requested have an impact or effect
on the environment?

☐ Yes ☒ No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of
individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:
Individuals
Families
Businesses
Farms

Item 10.
Is there other related Federal assistance on this
project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

INSTRUCTIONS

PART II

SECTION A

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1. – Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2. – Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3. – Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4. – Furnish the name of the approving agency and the approval date.

Item 5. – Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6. – Show the Federal population residing or working on the federal installation that will benefit from this project.

Item 7. – Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8. – Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9. – State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10. – Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status, and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Approved Airport Overlay District in Land Development Code (Osceola County / City of Kissimmee)

2. Defaults. – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities. – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

(1) The land is already acquired and part of the Airport property.

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART II – SECTION C (CONTINUED)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

(1)The land is already acquired and part of the Airport property.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

(1)The land is already acquired and part of the Airport property.

5. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

(1)There are no exceptions.

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III- BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**1. Federal Domestic Assistance Catalog No. **20.106**

2. Functional or Other Breakout. _____

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment+ or (-)	
1. Administration Expense	\$	\$	\$ 10,000.00
2. Preliminary Expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees (Basic Services)			\$89,619.00
5. Other architectural engineering fees (Special Services)			\$115,310.00
6. Project inspection fees			\$294,717.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			\$10,924,421.32
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$11,434,067.32
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$11,434,067.32
20. Federal Share requested of Line 19			\$10,290,660.59
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			\$10,290,660.59
23. Grantee share (Local)			\$230,846.15
24. Other shares (FDOT)			\$912,560.58
25. Total project (Lines 22, 23, & 24)	\$	\$	\$11,434,067.32

INSTRUCTIONS

PART III SECTION A. GENERAL

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter basic fees for architectural engineering services.

Line 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 - Enter fees for inspection and audit of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns and non-profit organizations for moving expenses and re-placement housing.

Line 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also include in this category the amounts of project improvements such as sewers, streets, landscaping and lighting.

Line 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 - Enter amounts for items not specifically mentioned above.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 - Enter the amounts for those items which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio pre-scribed in program legislation is applied.)

Line 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 - Show the total amount of the Federal grant requested.

Line 23 - Show the amount from Section D, Line 27h.

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b..		
c.		
d.		
e.		
f.		
g. Totals		

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$230,846.15
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	\$230,846.15
d. Bonds	
e. Tax Levies	
f. Non Cash`	
g .Other (Explain)	
h .TOTAL – Grantee share	\$230,846.15

28.	Other Shares	
	a. State	\$912,560.58
	b. Other	
	c. Total Other Shares	0.00
29.	TOTAL	\$912,560.58
SECTION E - REMARKS		
PART IV PROGRAM NARRATIVE (<i>ATTACH—SEE INSTRUCTIONS</i>)		

**INSTRUCTIONS
PART III**

SECTION C. EXCLUSIONS

Line 26 a-g - Identify and list those costs in Column (1) which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B. Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

**Section D. PROPOSED METHOD OF FINANCING
NON-FEDERAL SHARE**

Line 27 a-g - Show the source of the grantee's share. If cash is not immediately available specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a noncash contribution, explain what this contribution will consist of.

Line 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28a - Show the amount that will be contributed by a State or state agency, *only* if the applicant is *not* a State or state agency. If there is a noncash contribution, explain what the contribution will consist of under Section E Re-marks.

Line 28b - Show the amount that will be contributed from other sources. If there is a noncash contribution, explain what the contribution will consist of under Section E Re-marks.

Line 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Line 29 - Enter the totals of Line 27h and 28c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : TAXIWAY D REHAB & RIMS - Construction and Construction Engineering**AIRPORT : ISM – Kissimmee Gateway Airport****1. Objective:**

This project will rehabilitate existing partial parallel Taxiway Delta, including RIMS correction and partial rehabilitation of Taxiway Charlie due to RIMS. The rehabilitation is approximately 3200 lf. The Taxiway Charlie for RIMS correction is approximately 800 lf. The project includes Medium Intensity Taxiway Lights (MITLS), guidance and mandatory hold signs, marking, grading, and drainage.

2. Benefits Anticipated:

The project will enhance safety standards on the Airport. The latest PCI for the Taxiway system as a whole is rated at 64 in 2021, projected to be 61 in 2023, and 55 by 2029. Taxiway Delta pavement evaluation feature numbers 405 and 410 are rated even lower at 45 and 44 respectively (average is 44.5) Taxiway C is 43. Applicable FAA Work Codes: ST TW IM. The project meets the tests of Table 3-4 of the AIP Handbook. 1) Advances safety 2) There is a need 3) Scope is appropriate - Only the items necessary are proposed for request. Source for PCI: FDOT Pavement Evaluation Report 2023. Taxiway C acute angled centerlines geometric entry onto RW 15-33 will be corrected to RIMS safety standards (centerline perpendicular to runway centerline).

3. Approach : (See approved Scope of Work in Final Application)

The approach is to construct the project with FAA standard specifications and criteria, with construction engineering management pursuant to FAA rules and regulations.

4. Geographic Location:

	North	South
Latitude:	28d-17'-44.98" N	28d-17'-23.73" N
Longitude:	081d-26'-31.32" W	081d-26'-19.50" W

5. If Applicable, Provide Additional Information:

The runway will need to be shut down in the day times for short periods during phases one, four, and 2B of the taxiway rehabilitation.

6. Sponsor's Representative: (include address & telephone number)

Mr. Shaun Germolus, AAE
 Director of Aviation
 Kissimmee Gateway Airport
 401 Dyer Blvd
 Kissimmee, FL 34741
 1 (407) 518-2516 desk line
 1 (407) 847-4600 tel
 1 (407) 847-8399 fax

**INSTRUCTIONS
PART IV
PROGRAM NARRATIVE**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors which might accelerate or decelerate the work and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress or milestones anticipated with the new funding re-request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

CIP/PREAPPLICATION DATA SHEET

AIRPORT: ISM – Kissimmee Gateway
Airport

LOCAL PRIORITY: 24-01
First Federal Priority: TBD
by FAA ORL ADO

UPDATED: May, 2024

WORK ITEM: TAXIWAY D REHAB AND RIMS – Construction and Construction Engineering

This project consists of the construction management and physical construction of the proposed improvements.

SKETCH:

See attached Exhibit

JUSTIFICATION: Safety, Efficiency

SPONSOR SIGNATURE: _____ **DATE:** _____

COST ESTIMATE: Item (Excavation, Paving, etc.)

ADMINISTRATION:	1. \$10,000.00	4.CONSTRUCTION:	\$10,924,421.32	4:	\$
ENGINEERING:	2. \$156,639.00	5.TESTING:	\$ 48,290.00	5:	\$
INSPECTION:	3. \$294,717.00	6.		TOTAL:	\$11,434,067.32

ADO USE:

PREAPP
NO: _____

GRANT
NO: _____

NPIAS
CODE: _____

WORK
CODE: _____

FAA
PRIOR: _____

FED \$ _____

Project Cost Breakdown
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Airport Name / City, FL:

City:

Date:

Project:

FAA AIP #:

Kissimmee Gateway Airport, ISM

Kissimmee, FL

5/24/2024

Rehab TW D & RIMS

3-12-0038-045-2024

Reference Application Package Part III - Budget Information		TOTAL	Project			
Administrative Expense	\$	10,000.00	\$	10,000.00		
Preliminary Expense	\$	-				
Land, right-of-way	\$	-				
Architectural engineering basic fees (bidding, CA)	\$	89,619.00	\$	89,619.00		
Other architectural engineering fees:						
Design Surveying	\$	-				
Design Testing	\$	-				
Construction Management Engineering	\$	-				
Quality Assurance Testing	\$	-				
Other (describe) DBE, Grant Apps, Testing, Cost Admin, Rec Dwgs	\$	115,310.00	\$	115,310.00		
Project inspection fees	\$	294,717.00	\$	294,717.00		
Land development	\$	-				
Relocation expenses	\$	-				
Relocation payments to individuals and businesses	\$	-				
Demolition and removal	\$	-				
Construction and project improvement	\$	10,924,421.32	\$	10,924,421.32		
Equipment	\$	-				
Miscellaneous:	\$	-				
Describe misc. item #2	\$	-				
TOTAL	\$	11,434,067.32				
Federal Share	\$	10,290,660.59		90.00%		
State Share	\$	912,560.58		7.98%	*	
Sponsor Share	\$	230,846.15		2.02%	*	

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

Kissimmee, FL
(Sponsor)

Kissimmee Gateway Airport (ISM)
(Airport)

3-12-0038-045-2024
(Project Number)

Description of Work:

Rehab Taxiway D & RIMS- Construction and Construction Engineering

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	☒	☐	☐
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	☐	☐	☒
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☐	☐	☒

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	☒	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	☒	☐	☐
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Kissimmee

(Name of Sponsor)


(Signature of Sponsor's Designated Official Representative)

Shaun Germolus

(Typed Name of Sponsor's Designated Official Representative)

Director of Aviation

(Typed Title of Sponsor's Designated Official Representative)

5. 29. 2024

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

Kissimmee, FL

(Sponsor)

Kissimmee Gateway Airport (ISM)

(Airport)

3-12-0038-045-2024

(Project Number)

Description of Work:

Rehab Taxiway D & RIMS - Construction and Construction Engineering

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	☒	☐	☐
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	☒	☐	☐
a. Abide by the terms of the statement; and			

	Yes	No	N/A
b. 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.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take 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	☒	☐	☐
b. Require 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.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☒	☐	☐

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Kissimmee

(Name of Sponsor)


 (Signature of Sponsor's Designated Official Representative)

Shaun Germolus

(Typed Name of Sponsor's Designated Official Representative)

Director of Aviation

(Typed Title of Sponsor's Designated Official Representative)

5.29.2024
 (Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

Kissimmee, FL

(Sponsor)

Kissimmee Gateway Airport (ISM)

(Airport)

3-12-0038-045-2024

(Project Number)

Description of Work:

Rehab Taxiway D & RIMS - Construction and Construction Engineering

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☒	☐	☐
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	☒	☐	☐
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	☒	☐	☐
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	☐	☐	☒
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	☒	☐	☐
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	☒	☐	☐
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	☒	☐	☐

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | ☒ | ☐ | ☐ |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design. | ☒ | ☐ | ☐ |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Kissimmee

(Name of Sponsor)


(Signature of Sponsor's Designated Official Representative)

Shaun Germolus

(Typed Name of Sponsor's Designated Official Representative)

Director of Aviation

(Typed Title of Sponsor's Designated Official Representative)

5.29.2024

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
EQUIPMENT/CONSTRUCTION CONTRACTS**

Kissimmee, FL
(Sponsor)

Kissimmee Gateway Airport (ISM)
(Airport)

3-12-0038-045-2024
(Project Number)

Description of Work:

Rehab Taxiway D & RIMS - Construction and Construction Engineering

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☒	☐	☐
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☒	☐	☐
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	☒	☐	☐
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	☒	☐	☐
b. All other requirements of the equipment and/or services to be provided.			

	Yes	No	N/A
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	☒	☐	☐
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	☒	☐	☐
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	☒	☐	☐
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	☒	☐	☐
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☒	☐	☐
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☒	☐	☐

	Yes	No	N/A
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Kissimmee

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Shaun Germolus

(Typed Name of Sponsor's Designated Official Representative)

Director of Aviation

(Typed Title of Sponsor's Designated Official Representative)

5.29.2024

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE**

Kissimmee, FL	Kissimmee Gateway Airport (ISM)	3-12-0038-045-2024
(Sponsor)	(Airport)	(Project Number)

Description of Work:

Rehab Taxiway D & RIMS - Construction and Construction Engineering

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	☒	☐	☐
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	☒	☐	☐
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	☒	☐	☐

	Yes	No	N/A
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	☒	☐	☐
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	☒	☐	☐
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	☒	☐	☐
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	☒	☐	☐
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	☒	☐	☐
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	☒	☐	☐
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	☒	☐	☐
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	☒	☐	☐
12. Applicable close out financial reports have been (will be) submitted to the FAA.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Kissimmee
 (Name of Sponsor)


 (Signature of Sponsor's Designated Official Representative)

Shaun Germolus
 (Typed Name of Sponsor's Designated Official Representative)

Director of Aviation
 (Typed Title of Sponsor's Designated Official Representative)

5.29.2024
 (Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

REAL PROPERTY ACQUISITION

Kissimmee, FL

(Sponsor)

Kissimmee Gateway Airport (ISM)

(Airport)

3-12-0038-045-2024

(Project Number)

Description of Work:

Rehab Taxiway D & RIMS - Construction and Construction Engineering

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	☒	☐	☐
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	☐	☐	☒
3. If property for airport development is (will be) leased, the following conditions have been met:			
a. The term is for 20 years or the useful life of the project,	☐	☐	☒
b. The lessor is a public agency, and			
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	☒	☐	☐
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	☐	☐	☒

	Yes	No	N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:			
a. The right of flight,	☐	☐	☒
b. The right of ingress and egress to remove obstructions, and			
c. The right to restrict the establishment of future obstructions.			
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	☐	☐	☒
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	☐	☐	☒
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	☐	☐	☒
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	☐	☐	☒
b. Supporting documents for settlements included in the project files.			
11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and	☐	☐	☒
b. Supporting documents for awards included in the project files.			
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	☐	☐	☒
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Kissimmee

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Shaun Germolus

(Typed Name of Sponsor's Designated Official Representative)

Director of Aviation

(Typed Title of Sponsor's Designated Official Representative)

5.29.2024

(Date)



AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

**TASK ORDER NO. 4
TO THE
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)**

AND

**AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)**

This is an AMENDMENT entered into, effective this _____ day of _____, 20____, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated February 7, 2023, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this TASK ORDER AMENDMENT, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect. For the purposes of this agreement, the terms AMENDMENT and TASK ORDER, and TASK ORDER AMENDMENT are interchangeable.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows.

SCOPE OF SERVICES:

Provide technical basic and special construction engineering services in connection with Attachment A as follows:

REHABILITATE TAXIWAY DELTA AND RIMS - CONSTRUCTION ENGINEERING

All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services between Consultant and Client.

The **LUMP SUM COST** of this AMENDMENT is Four Hundred Ninety-Nine Thousand Six Hundred Forty-Six Dollars and Zero Cents (**\$499,646.00**) as detailed in Attachment A. The Client agrees to pay CONSULTANT for its services based on approved monthly invoices once federal funds are received. This project is being jointly funded by the Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and the City of Kissimmee Gateway Airport (ISM).

The schedule for completion of all services is anticipated to be not greater than approximately 12 months from the date of execution or Notice to Proceed to the contractor, whichever is later. The client project representative and CONSULTANT shall jointly determine interim schedule milestones after contract execution.

This AMENDMENT and all referenced attachments shall constitute the complete AMENDMENT (Task Order) for this assignment.

Client Concurrence:

Vendor Concurrence:

City of Kissimmee

AVCON, INC.

By: _____
Authorized Signature

By: _____
Authorized Signature

Honorable Olga Gonzalez

Sandeep Singh, P.E.

Mayor - Commissioner

President

Date: _____

Date: _____

ATTEST

Date: _____

Approved as to form and legality

City Attorney Date

ATTEST

Date: _____

ATTACHMENT A

SCOPE OF SERVICES –CONSTRUCTION ENGINEERING

The following parties may be referred to hereafter: SPONSOR (OWNER - City of Kissimmee); CONSULTANT (SPONSOR's Consultant – AVCON, Inc.); FAA (Federal Aviation Administration); FDOT (Florida Department of Transportation); DISTRICT (South Florida Water Management District); Toho Water Authority (TWA); Florida Department of Environmental Protection (FDEP); Osceola County Department of Environmental Health (DEH).

I. PROJECT DESCRIPTION

The work can generally be as described below, hereinafter called the PROJECT.

The work will consist of the level of effort required for the bidding and construction engineering of:

REHABILITATE TAXIWAY DELTA AND RIMS - CONSTRUCTION ENGINEERING

The following exhibits form a part of this ATTACHMENT to the TASK ORDER AMENDMENT:

EXHIBIT B – CONCEPTUAL PROJECT LAYOUT

EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION

II. PROJECT SERVICES

The PROJECT Services are divided into the FAA categorized Basic Services and Special Services per Advisory Circular 150/5100-14. **Basic Services** are identified in Section III, and consist of the following phases

- **Basic Services**
 - A. Bidding
 - B. Construction Administration
- **Special Services** are identified in Section IV and are sub-divided into following phases:
 - A. FAA Grant Applications
 - B. Resident Project Representative / Inspection
 - C. Control & Testing of Construction Materials
 - D. DBE Goals, Methods, and Accomplishments
 - E. Project and Cost Administration
 - F. Record Drawings

Additional Services are identified in Section V, and include services not specifically performed in this AMENDMENT, due to circumstances that may arise and which are beyond the control of the CONSULTANT.

III. BASIC SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Basic Services in accordance with FAA AC 150/5100-14.

A. Bidding

1. Assistance with the actual advertising for bids, including assistance with advertisements for newspapers and construction trade publications. The actual cost of advertisement is included (bid invitation advertisement fee).
2. Assist SPONSOR in issuance of bid documents. Prepare, order, and assimilate bid sets including the construction plans and project manual to registered plans holders. Coordinate with plans rooms, SPONSOR, and others to arrange for delivery of bid sets, receive orders for bid sets, as well as manage and administer of bid sets in-house and to registered plans holders. Maintain a listing of registered plans holders, and dissemination to concerned parties.
3. Attend and assist the SPONSOR at one bid opening and conduct one pre-bid conference as necessary and advise as to matters relating to design as they may arise during the bidding period. A pre-bid conference will not be mandatory for contractors to attend in order to bid the project.
4. Prepare addenda as required and/or proposals, formulate responses to bidder questions, modify the plans and specifications as necessary, and general coordination and interpretation of the technical aspects of the bid documents.
5. Advise and make recommendations to SPONSOR during bidding, review the bids received as to the low responsive bidder quality, insurances, and references, and make determinations as to the efficacy of the bids. Prepare a recommendation to award letter, including a comprehensive bid tabulation with engineer's estimate. Coordinate with low responsive qualified bidder.

B. Construction Administration Phase services to be rendered by the CONSULTANT include:

1. Conduct one Pre-construction conference. The CONSULTANT will coordinate the time, date, and location of the preconstruction conference. The consultant will notify the Owner, the FAA, the FDOT, and other interested parties of the preconstruction conference and will invite their representatives to attend. The CONSULTANT will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 *Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.
2. General Administration - Consultation and advice to the SPONSOR during construction. The consultant will provide general consultation and advice to the Owner during the construction phase of the project. The consultant will provide general coordination between the Owner, FDOT, and the FAA during the construction phase of the project. The consultant will assist the Owner with the preparation and issuance of change orders, recommend construction specification interpretations, and advise the Owner as to the contractor's performance. The consultant will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The consultant will distribute copies of the monthly construction progress reports to the Owner, the FAA, and the FDOT. The consultant will provide general supervision and support to the RPR including, but not limited to, coordinating field testing personnel, processing the RPR's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the contractor regarding contract administration, project changes, bonding and insurance issues, and other construction related matters. The consultant will communicate and coordinate with the contractor, Owner, FAA, FDOT, and RPR on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
3. Preparation of field sketches required to resolve actual field conditions encountered.
4. Reviewing detailed construction, shop, materials certifications, and erection drawings submitted by contractor for compliance with design concepts. The consultant will review the shop drawings and materials submittals that are furnished by the contractor as required by the construction contract documents. The consultant will either fully approve, conditionally approve, or reject the shop drawings and materials. The consultant will return conditionally approved and rejected shop drawings and materials submittals to the contractor for changes or revisions prior to the use of the materials on the project. The consultant will review up to three (3) resubmissions of a conditionally approved or rejected shop drawing or submittal. The consultant will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The consultant will distribute copies of the submittals and the updated submittal register to the Owner and the contractor.
5. Reviewing and analyzing laboratory and field soils test reports, and delivery certificates for materials and equipment, as necessary and required by the PROJECT scope.
6. Observation of initial operation performance tests and test strips required by specifications.
7. Review and approval of periodic estimates submitted by the Resident Project Representative for partial and final payments to the contractor.
8. Final review of contractor monthly pay applications, including any adjustments necessary, and preparation of the recommendation to pay (as appropriate) letter, with one or more copies of the certified approved version of the application.
9. Preparation and negotiation of change orders and supplemental agreements, Requests for Information (RFI), Engineer's Supplemental Instructions (ESI), or review and approval of field directive change orders.
10. Supervisory Site Visits - The consultant will make periodic supervisory visits to the construction site to observe the progress, safety, and quality of the construction. The consultant will coordinate the site visits with the Owner and representatives of the contractor. The consultant's representatives will meet with the representatives of the Owner and the contractor to discuss the project's progress and to identify areas of concern to facilitate the construction.
11. Final Inspection - The consultant will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The consultant will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the Owner, the FAA, the FDOT, the RPR, and the contractor. The consultant will prepare a summary report of the final inspection, including a punch list of work items that the contractor must accomplish to complete the project. The consultant will distribute the summary report to the Owner, the FAA, the FDOT, the RPR, and the contractor. Consultant will attend final inspection of the completed construction and prepare a punch-list report on any deficiencies, corrective actions required, etc., as determined at said inspection.

NOTE: In the performance of construction phase services, the CONSULTANT shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the contractor's or subcontractor's agents or employees, or any other persons (except his own employees and agents) on the PROJECT or otherwise performing any of the work of the PROJECT, including the contractor's means, methods, or procedures of construction, or issue directions or be responsible for the safety procedures and programs in connection with the contractor's work.

IV. SPECIAL SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Special Services in accordance with FAA AC 150/5100-14. The following are among the Special Services to be performed by the CONSULTANT:

A. FAA Grant Applications

The CONSULTANT will prepare copies of both the formalized FAA grant application package for construction and the final FAA grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of owner DBE program status, sponsor certifications, and grant assurances, and other supporting documentation. The CONSULTANT will submit the grant application to the owner with transmittal letters for signatures and forwarding to the FAA and state. The CONSULTANT will review the Federal grant offer and assist the owner in complying with the terms and conditions of the grant offer.

B. Resident Project Representative (RPR)

The CONSULTANT will furnish full-time RPR services throughout the estimated 274 calendar day (196 working weekdays) construction period for the PROJECT. The RPR will in general:

1. Be present every work weekday required by the special phasing, to observe the construction activities for conformance with the intent of the design and FAA/FDOT standards. The consultant will provide a qualified construction RPR to observe that the construction is carried out in reasonably close conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants. Any weekend days, and any night work will require an amendment to this TASK ORDER AGREEMENT.
2. Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor. The RPR will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The RPR will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the consultant for review. The RPR will prepare monthly construction summary reports of completed work that has been accepted and approved and will submit the reports to the consultant for review.
3. Review and approve initial requests for monthly and final payments to the contractor, prior to forwarding to the CONSULTANT for further review and approval.
4. Coordinate the construction activity with the SPONSOR and attend construction meetings. Coordinate quality assurance testing, and \ or observe contractor quality control testing. Review test reports and review, advise, and consult with the CONSULTANT.
5. Review up to date as-built drawings completed by and received from the Contractor. Maintain a separate set of red-lines for consolidation with the Contractor's red-line annotations of the construction plans and for incorporation into the record drawings by the CONSULTANT.
6. Advise CONSULTANT of any construction problems, RFIs, and any necessary Change Order work, and make suggestions for resolution.
7. Attend the pre-construction conference, substantial, and final inspection.
8. The RPR will be the consultant's primary contact with the contractor and their subcontractors during construction. The RPR will be available to meet with the representatives of the Owner, the FAA, the FDOT, and other interested parties at the project location. The RPR will coordinate and supervise the consultant's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
9. The RPR will monitor and coordinate the construction progress; will coordinate with the Owner, the consultant, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the consultant if problems, disputes, or changes arise during construction.
10. Review and approve the Contractor's payroll and wage rates per federal standards, prior to forwarding to the CONSULTANT for further review and approval. The RPR will conduct Federal wage rate surveys with the contractor's personnel and their sub-contractor's personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The RPR will submit the wage rate survey records to the consultant for review.
11. The RPR will assist the contractor with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during construction, and to calculate quantities of materials either removed or utilized on the project. The contractor's construction survey data will be incorporated into the record drawings at the completion of the project. The consultant will provide the RPR with CADD support to plot the results of the construction survey data.

Expenses: The consultant/RPR will incur certain project related expenses during the course of the technical observation of construction phase of the work which may include but will not be limited to: meals, lodging, mileage cost at current year IRS rates per mile, tolls, overnight shipping, prints, photocopies, equipment rental, supplies, long distance telephone calls from the field, and miscellaneous vendor invoices. Refer to Exhibit C – Professional Services Compensation for detailed breakdown.

C. Control and Testing of Construction Materials

The CONSULTANT will arrange for the work necessary to provide for the proper control and testing of construction materials, per FAA specifications, and in conformance with the contract documents. This work will include:

1. Provide asphalt and/or concrete plant inspection and materials reporting and supervision, on all days of paving / pouring.
2. Review job mix formula for bituminous and cement concrete pavements to be furnished for the PROJECT.
3. Obtain samples and have necessary laboratory testing performed on aggregates, on site soils and excavation/embankment materials, base, and sub-base mixed materials, as per the project design plans.
4. Conduct or observe field density tests to check the compaction of subgrades, fills, base, and subbase courses.
5. Determine in-place density of bituminous concrete pavements by laboratory testing in accordance with FAA regulations and design/construction standards.
6. Take field LBR or CBR samples for testing with design requirements.
7. Conduct slump, air, concrete cylinder, and/or flexural beam tests for all specified portland cement concrete used on the project, per the contract documents.

D. DBE Goals, Methods, and Accomplishments

1. The CONSULTANT shall prepare and submit DBE Goals/Methodologies Update Report (including any appendices and annual reporting information, as required under 49 CFR Part 26) for the PROJECT in accordance with FAA criteria, using a qualified sub-consultant, or in-house experts.
2. The consultant will update the airport Disadvantaged Business Enterprise (DBE) program plan in accordance with 49 CFR Part 26 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Work includes formulation of a revised goal based on actual accomplishment of federal projects since the last update, submittal of methods and goals to FAA Civil Rights Office, FAA Southern Region for approval, and all data collection efforts. The latest Small Business Enterprise (SBE) component will be implemented or updated as necessary.
3. Report and incorporate the PROJECT specific accomplishments by the CONSULTANT and contractor.

E. Project and Cost Administration

1. **Scope of Services and Contract** - The CONSULTANT shall communicate and coordinate with the Owner via telephone, letters, fax and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the CONSULTANT's professional services agreement. The CONSULTANT will prepare a professional services agreement including a detailed work scope narrative and itemized fee schedule for submission to the Owner, the FAA, and FDOT for review and approval. The CONSULTANT will coordinate the preparation of the contract with the Owner's staff. The CONSULTANT will make changes to the work scope narrative and the fee schedules of the selected proposal. The CONSULTANT will make changes to the contract document standard provisions at the request of the Owner's legal counsel and with the approval of the CONSULTANT's executive management. The CONSULTANT will prepare letters of transmittal and will distribute (3) copies of the final contract to the Owner and the CONSULTANT's executive management for original authorized signatures. The CONSULTANT will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the Owner, one (1) signed original copy to the CONSULTANT's executive management, one (1) signed photocopy to the FDOT, and one (1) signed photocopy to the FAA.
2. **In-House Administration** - The CONSULTANT will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team, Owner, and funding agencies of new developments throughout the construction phase of the project.
3. **Cost and Schedule Administration** - The CONSULTANT will prepare a brief work-plan for distribution to the Owner and interested parties to inform them of the goals and objectives of the construction phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will make periodic adjustments to the construction costs and schedules as modified by actual construction and conditions in the field, subject to any change orders, requests for information (RFIs), ESIs, or field directive changes, as necessary and applicable. The CONSULTANT will notify the Owner, FDOT and FAA immediately of any impacts to the budget.
4. **Accounting Administration** - The CONSULTANT will provide general project administration and coordination with Owner and Consultant staff of their accounting departments. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT through-out the construction phases of the project. The CONSULTANT will prepare and submit monthly invoices to the Owner for services provided to the Owner and for costs incurred by the CONSULTANT and its sub-consultants. The CONSULTANT will prepare monthly and quarterly reports as required for submittal to the FAA on behalf of the Owner.

5. Other General, Outside, and Miscellaneous Administration – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Owner, the FDOT, the FAA, and other interested parties; disseminating interim project information to the Owner, the FDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of three (3) years.

F. Record Drawings

Prepare record drawings based upon record information submitted by the contractor and RPR, and provide one set of hard-copy black-line drawings on bond paper to the SPONSOR. An updated hard-copy paper black-line bond paper Airport Layout Plan will be delivered to the SPONSOR, FAA, and FDOT at this time as well. This phase includes the FAA project close-out report.

1. Record Drawings - The consultant will prepare one (1) set of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The consultant will distribute the one (1) set of record drawings to the Owner, the FAA, and the state for signatures. The consultant will prepare and distribute one (1) set of bond copies of the record drawings to the Owner after the record drawings have been signed by all parties. The consultant will provide the Owner with electronic files of the record drawings in PDF format. All AutoCAD files, and any other changeable electronic media will remain the property of the CONSULTANT. However, electronic CADD files will be delivered to the SPONSOR at the end of the project under the this task. CADD and other changeable electronic files will be delivered to the SPONSOR upon request at later dates, at no additional cost to the SPONSOR for third party use. CONSULTANT will require an electronic disclaimer be signed by third parties receiving such electronic files and delivered by the CONSULTANT on behalf of the SPONSOR for work product patents, designs, and copyrights.
2. Airport Layout Plan Drawing Update - The consultant will update the electronic versions of the Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The consultant will update the drawing to reflect the actual work accomplished by the project.
3. Project Close Out Report - The consultant will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The consultant will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the FAA project closure summary checklist. The consultant will distribute one (1) copy of the project close out report each to the Owner, the FAA, and the FDOT.

V. ADDITIONAL SERVICES (EXCLUSIONS)

When required by the SPONSOR, or in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require additional services of the types listed in paragraphs below. These services are not included as part of Basic or Special Services provided under this AMENDMENT. CONSULTANT shall not provide any such Additional Services without written approval from the SPONSOR.

A. Design Phase Services: No design phase services of any kind are to be performed beyond those in this Amendment.

B. Construction Phase Services: The following specific types of construction phase services **NOT** to be provided by this contract include:

1. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the award of the construction contract(s) in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
2. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
3. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction (2) a significant amount of defective or neglected work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.
4. Evaluating an unreasonable or extensive number of claims or changes submitted by contractor(s) or others in connection with the work.
5. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the SPONSOR and the selected contractor.
6. Preparation of modifications to the PROJECT requested by the SPONSOR and/or relative to Items 1 through 5 above that would necessitate changes to those permit(s) initially submitted and which would trigger the preparation of permit modifications as may be required for permitting agency compliance.

C. Special Services: The following services are NOT to be performed by the CONSULTANT under this AGREEMENT.

Biological and Wetlands Investigation - No biological phase services of any kind are anticipated to be necessary to be performed.

E. Other Services:

Any other services not specifically covered in Sections I through IV, or not compensated for in Exhibit C.

VI. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of CONSULTANT's cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal and corresponding contract addendum.

- A. In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing CONSULTANT'S selected format, which for state and federally funded projects is based on FAA/FDOT standards.
- B. All construction drawings will be 34" x 22" or larger and will be created in AutoCAD 2024 or later, and Civil 3D version 2024, or later.
- C. Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word 2024 or later, while spreadsheets shall be created in Microsoft Excel 2024 or later.
- D. CONSULTANT's Project Manager and/or Project Engineer, as necessary, will attend a maximum of the number of meetings identified below during the course of the project phases. These meetings will be held at the airport or SPONSOR Offices, as necessary, as indicated below, and include:

(1)	Pre-Bid Site Review – at Airport
(1)	Bid Opening – At Airport
(1)	Pre-Construction Conference – At Airport
(2)	Substantial Completion Inspection / Pre-Final Inspection – At Airport
(1)	Final Inspection – At Airport
(20)	Periodic Inspections by engineer – At Airport
(40)	JCM Weekly Meetings by project manager – MS Teams Remotely
66	Total maximum meetings

- E. All data collection efforts requiring CONSULTANT or its sub-consultants' personnel to be within the safety areas of the Airport Operations Areas (AOA) will be performed during daylight hours with the appropriate taxiways on a safety men working alert basis unless otherwise directed by the SPONSOR or FAA.
- F. All as-built drawings necessary for the development of the record drawings for the PROJECT will be compiled by the contractor for incorporation and consideration by the CONSULTANT during the project. The CONSULTANT will utilize the electronic design plans from the design phase as well as the as-built redlines from the RPR and contractor to generate the project record drawings.
- G. The work shall be completed in accordance with the schedule provided during PROJECT initiation but will not be less than twelve (12) months from the date of the SPONSOR's Notice to Proceed to the CONSULTANT. Failure of the SPONSOR, FAA and/or FDOT or other agency to meet the deliverable dates for provision of review comments may be justification for obtaining schedule extensions.
- H. CONSULTANT will transmit design stage review submissions to the SPONSOR and each submission shall be limited to the number indicated in Section IV.
- I. All construction permits required as a result of the PROJECT other than mentioned herein shall be obtained by the successful contractor as appropriate prior to the beginning of the construction of the PROJECT, in accordance with the contract documents.
- J. In accordance with the preliminary cost estimates for the PROJECT, the total construction budget for the PROJECT is understood to be approximately **\$10.9 M**, based on bids, for all bid schedules if awarded. If at any time during the performance of these Consulting services it is anticipated that this budget appears to be in jeopardy of being overrun (CONSULTANT will be monitoring project costs), the CONSULTANT will notify the SPONSOR immediately. The construction phase services and construction of the physical features of the project will be performed under a separate agreement, and separate grant application with the FAA and FDOT.
- K. The Florida Legislature has enacted legislation in early 2020 exempting airports from the requirements prescribed in Florida State Statute 337.14(7) and enabling the design firm to perform CEI services.

VII. SPONSOR'S RESPONSIBILITIES

The following SPONSOR functions are critical, so as not to delay the services of CONSULTANT:

- A. Designate a person to act as SPONSOR's representative with respect to the services to be rendered under this AMENDMENT. Such person shall have complete authority to transmit instructions, receive information, interpret, and define SPONSOR's policies and decisions with respect to the CONSULTANT's services for the PROJECT.
- B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- C. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following:
 - 1. The data prepared by or service of others, including without limitation to borings, probings, and subsurface explorations, laboratory tests and inspections of pavement samples, materials, and equipment.

2. Copy of pertinent utility information.
 3. Property, boundary, easement, right-of-way, topographic and utility surveys.
 4. Other pertinent documents.
- D. Furnish to CONSULTANT, all results, reports, data, studies, generated by other consultants retained by the SPONSOR in association with this project, and as specified under "Additional Services".

VIII. SUMMARY OF DELIVERABLES:

- A. **Bidding Deliverables:** Bid evaluation and Award Recommendation letter,, unlimited PDF versions. Hardcopy printed Bid Sets will be provided to bidders as requested, and available on appropriate websites electronically per SPONSOR purchasing department criteria.
- B. **Construction Administration Deliverables:** (3) full size and (3) half size sets of Approved for Construction plans. Preconstruction conference agenda / minutes, shop drawings, lien waivers, Davis Bacon payrolls, change orders, RFIs, and job coordination meeting agenda / minutes – unlimited copies via pdf, (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- C. **FAA Grant Applications Deliverables:** (1) original and (1) copy each of the FAA grant pre-application and grant application – unlimited copies via pdf, (one) paper copy of each if requested by Airport to save paper due to CONSULTANT's Green initiatives.
- D. **RPR/Inspection Deliverables:** RPR daily and/or monthly reports – unlimited copies via pdf, (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- E. **C&T Construction Materials Deliverables:** Test reports – unlimited copies via pdf. (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- F. **DBE Update Deliverables:** Goal/Methods/Accomplisher reports – unlimited copies via pdf, (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- G. **Project/Cost Admin Deliverables:** Scope of services, cost estimates, invoices, project cost distributions, transmittal letters, etc. – unlimited copies via pdf, (one) paper copy of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.
- H. **Record Drawing Deliverables:** Record drawings, ALP updated drawing, Project closeout report – unlimited copies via pdf, (1) paper copies of each if requested by Airport and others to save paper due to CONSULTANT's Green initiatives.

IX. EXHIBITS

The following exhibits are referenced and made a part of this attachment:

EXHIBIT B – CONCEPTUAL PROJECT LAYOUT EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION

EXHIBIT B – CONCEPTUAL PROJECT LAYOUT

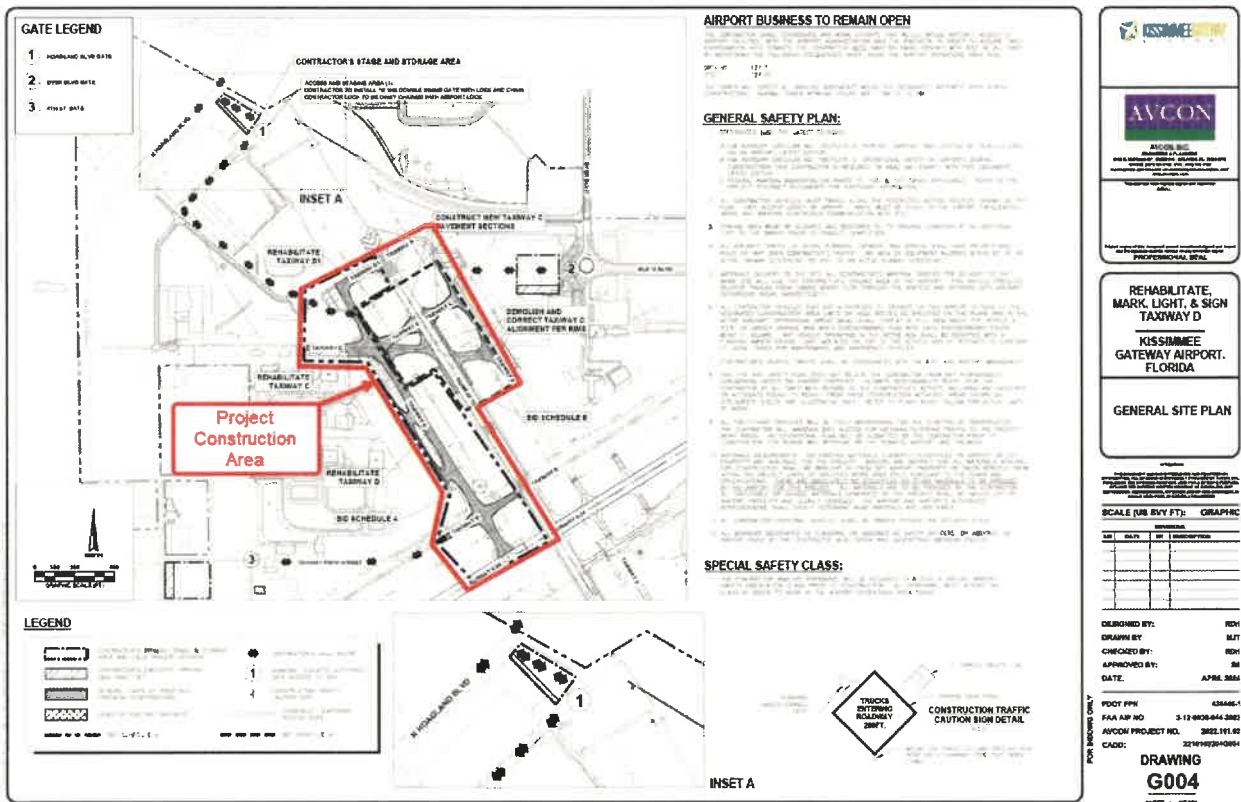


EXHIBIT C

**PROFESSIONAL SERVICES COMPENSATION
REHABILITATE TAXIWAY DELTA AND RIMS - CONSTRUCTION ENGINEERING
KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA**

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. Lump sum fees are complete and inclusive of all labor, expenses, overhead, costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub-Task	Service Description	Compensation	Method
I. Basic Services			
1	A Bidding	\$27,060.00	Lump Sum
2	B Construction Administration	\$62,559.00	Lump Sum
SUB-TOTAL Basic Services		\$89,619.00	Lump Sum
II. Special Services			
3	A FAA Grant Applications	\$7,560.00	Lump Sum
4	B Resident Project Representative / Inspection (>)	\$294,717.00	Lump Sum
5	C Control & Testing of Construction Materials	\$48,290.00	Lump Sum
6	D DBE Goals & Methodology / SBE Plan Update	\$15,640.00	Lump Sum
7	E Project and Cost Administration	\$30,690.00	Lump Sum
8	F Record Drawings	\$13,130.00	Lump Sum
SUB-TOTAL Special Services		\$410,027.00	Lump Sum
GRAND TOTAL All Services		\$499,646.00	Lump Sum
DBE Percentages		Notes	
Cal-Tech Testing, Inc.		\$48,290.00	Woman Owned
		\$ 48,290.00	
		9.66%	Proposed
		3.80%	2024 ISM Goal

(>) Resident Project Representative (RPR) Service fees and expenses calculated as follows:

Salary -

260 calendar day construction period + 14 days to final completion = 274
calendar days x 5 days / 7 day / week = 196 working days. Average
RPR hourly rate \$155.00/hr x 9 hrs/day x 196 days =

\$273,022.00 Salary

Resident Inspection Expenses

1	IRS 2024 Mileage: \$0.67 / mile @ 55 miles / day x 196 working days (incl. 5 mi on airport)	\$7,212.07	AVCON-ISM round trip
2	Epass Tolls: \$5 / day via SR 417	\$978.57	(SR 417 round trip AVCON - ISM)
3	IRS 2024 Expenses (M&IE): \$69 / day x 196 working days	\$13,504.29	

\$21,694.93 Expenses

\$294,716.93 Salary+Expenses

\$294,717.00 Rounded

			Total	FAA	State	Local	Local
FUNDING SHARE LEVEL BREAKDOWN			100%	90%	8%	2%	10%
1	*	Bidding	\$27,060.00	\$24,354.00	\$0.00	\$0.00	\$2,706.00
2		Construction Administration	\$62,559.00	\$56,303.10	\$5,004.72	\$1,251.18	\$0.00
4		FAA Grant Applications	\$7,560.00	\$6,804.00	\$604.80	\$151.20	\$0.00
5		Resident Project Representative / Inspection (>)	\$294,717.00	\$265,245.30	\$23,577.36	\$5,894.34	\$0.00
6		Control & Testing of Construction Materials	\$48,290.00	\$43,461.00	\$3,863.20	\$965.80	\$0.00
7		DBE Goals & Methodology / SBE Plan Update	\$15,640.00	\$14,076.00	\$1,251.20	\$312.80	\$0.00
8		Project and Cost Administration	\$30,690.00	\$27,621.00	\$2,455.20	\$613.80	\$0.00
9		Record Drawings	\$13,130.00	\$11,817.00	\$1,050.40	\$262.60	\$0.00
Total Project Cost			\$499,646.00	\$449,681.40	\$37,806.88	\$9,451.72	\$2,706.00
Federal			\$449,681.40	90.00%			
State			\$37,806.88	7.57%			
Local			\$12,157.72	2.43%			
			\$ 499,646.00				

* Not Eligible for FDOT Funding (work performed prior to an executed PTGA)



ISM - KISSIMMEE - REHAB TAXIWAY D CONSTRUCTION - 2022.161.03 -
FAA AIP 3-12-0038-045-2024 FDOT FPN 438446-2

AVCON Project #
2022.161.03

Salary Costs	1	2	3	4	5	6	7	8			
Title	Bidding	Construction Administration	FAA Grant Applications	Resident Project Representative	Control & Testing of Construction Materials	DBE Goals/Methods/Accomplishments	Project and Cost Administration	Record Drawings	Total Hours	Billing Rate Per Hour	Extended Costs (\$)
Principal	1	1	1		1	1	1		6	\$320.00	\$1,920
Senior Project Manager	24	274	8		2		82	2	392	\$285.00	\$111,720
Project Manager									0	\$210.00	\$0
Senior Planner						24			24	\$170.00	\$4,080
Planner / DBE Specialist						80			80	\$125.00	\$10,000
Project Engineer I	60	82						20	162	\$125.00	\$20,250
Resident Engineer				1566					1566	\$155.00	\$242,686
CADD Tech / Designer								80	80	\$100.00	\$8,000
Contracts Admin \ Tech	100	40	40		4	10	40	10	244	\$124.00	\$30,256
Total Hours per Phase	185	397		1,566	7	115	123	112	2,554		
SubTotal Labor	\$27,060.00	\$93,620.00	\$7,560.00	\$242,686.00	\$1,386.00	\$15,640.00	\$28,650.00	\$12,310.00			\$428,912
Expenses	1	2	3	4	5	6	7	8			
Printing (blacklines, Plans, etc)		\$1,500.00						\$500.00			\$2,000
Mileage (IRS 2022)				\$7,212.07							\$7,213
Per Diem (IRS 2022)				\$13,504.29							\$13,505
SubConsultants					\$46,903.03						\$46,904
Tolls				\$978.57							\$979
SubTotal Expenses	\$0.00	\$1,500.00	\$0.00	\$21,695.00	\$46,904.00	\$0.00	\$0.00	\$500.00			\$70,601
Total Fees	\$27,060.00	\$95,120.00	\$7,560.00	\$264,381.00	\$48,290.00	\$15,640.00	\$28,650.00	\$12,810.00			
Grand Total											\$499,513

IRS 2024 Mileage: \$0.67 / mile @ 55 miles / day x 196 working days (incl. 5 mi on airport)
Epass Tolls: \$5 / day via SR 417

IRS 2024 Expenses (M&IE): \$69 / day x 196 working days

Construction Cost = \$10.9 M Based on Bids
RPR Hours: 8 hours per day, 5 days per week
Construction Period = 274 Calendar Days x 5 days / 7 day week = 196 working days

Prepared by
AVCON, INC. 24-May-24

Note: Extended Values are Rounded up

END OF TASK ORDER AMENDMENT



> 1 ASSOC CITY: ORLANDO 4 STATE: FL LOC ID: ISM FAA SITE NR: 03407.2*A
> 2 AIRPORT NAME: KISSIMMEE GATEWAY 5 COUNTY: OSCEOLA, FL
3 CBD TO AIRPORT (NM): 16 SW 6 REGION/ADO: ASO /ORL 7 SECT AERO CHT: JACKSONVILLE

GENERAL

10 OWNERSHIP: PUBLIC
> 11 OWNER: CITY OF KISSIMMEE
> 12 ADDRESS: 101 CHURCH STREET
KISSIMMEE, FL 34741-5054
> 13 PHONE NR: (407) 518-2505
> 14 MANAGER: SHAUN GERMOLUS
> 15 ADDRESS: KISSIMMEE GATEWAY AIRPORT, 401 DYER BOULEVARD
KISSIMMEE, FL 34741-4613

> 16 PHONE NR: 407-518-2516

> 17 ATTENDANCE SCHEDULE:

MONTHS	DAYS	HOURS
ALL	ALL	0700-2200

18 AIRPORT USE: PUBLIC
19 ARPT LAT: 28-17-23.305N ESTIMATED
20 ARPT LONG: 81-26-13.493W
21 ARPT ELEV: 82.1 SURVEYED
22 ACREAGE: 892
> 23 RIGHT TRAFFIC: 06 15
> 24 NON-COMM LANDING: NO
25 NPIAS/FED AGREEMENTS: YES / NGRPY3
> 26 FAR 139 INDEX: /

SERVICES

> 70 FUEL: 100LL A
> 71 AIRFRAME RPRS: MAJOR
> 72 PWR PLANT RPRS: MAJOR
> 73 BOTTLE OXYGEN: NONE
> 74 BULK OXYGEN: HIGH
75 TSNT STORAGE: HGR TIE
76 OTHER SERVICES: AFRT,AMB,AVNCS,
CARGO,CHTR,INSTR,
RNTL,SALES,SURV

BASED AIRCRAFT

90 SINGLE ENG:	175
91 MULTI ENG:	26
92 JET:	19
93 HELICOPTERS:	19
TOTAL:	239
94 GLIDERS:	1
95 MILITARY:	0
96 ULTRA-LIGHT:	0

FACILITIES

> 80 ARPT BCN: WG
> 81 ARPT LGT SKED: SEE RMK
BCN LGT SKED: SS-SR
> 82 UNICOM: 122.950
> 83 WIND INDICATOR: YES-L
84 SEGMENTED CIRCLE:
85 CONTROL TWR: YES
86 FSS: SAINT PETERSBURG
87 FSS ON ARPT: NO
88 FSS PHONE NR:
89 TOLL FREE NR: 1-800-WX-BRIEF

OPERATIONS

100 AIR CARRIER:	4
102 AIR TAXI:	2,326
103 G A LOCAL:	72,555
104 G A ITRNT:	75,349
105 MILITARY:	154
TOTAL:	150,388

OPERATIONS FOR 12
MONTHS ENDING 08/16/2018**RUNWAY DATA**

	06/24	15/33
> 30 RUNWAY IDENT:	5,001	6,001
> 31 LENGTH:	100	100
> 32 WIDTH:	ASPH-G	ASPH-G
> 33 SURF TYPE-COND:	GRVD	GRVD
> 34 SURF TREATMENT:	89.0	114.0
35 GROSS WT: S	140.0	189.0
36 (IN THSDS) D		300.0
37 2D		
38 2D/2DS		
> 39 PCN / PCR:	33/F/A/X/T (PCN)	45/F/A/X/T (PCN)

LIGHTING/APCH AIDS

	MED	MED
> 40 EDGE INTENSITY:	NPI- F / NPI- F	PIR- G / NPI- G
> 42 RWY MARK TYPE-COND:	P4L / P4L	P4L / P4L
> 43 VGSi:	45 / 45	49 / 48
44 THR CROSSING HGT:	3.00 / 3.00	3.00 / 3.00
45 VISUAL GLIDE ANGLE:	- / -	- / -
> 46 CNTRLN-TDZ:	- / -	- / -
> 47 RVR-RVV:	Y / Y	/ Y
> 48 REIL:	/	MALSF /
> 49 APCH LIGHTS:		

OBSTRUCTION DATA

	C / B(V)	PIR / C
50 FAR 77 CATEGORY:	/	/
> 51 DISPLACED THR:	TREES / POLE	TREE / FENCE
> 52 CTLG OBSTN:	/	/
> 53 OBSTN MARKED/LGTD:	49 / 41	53 / 6
> 54 HGT ABOVE RWY END:	1,848 / 1,585	1,970 / 200
> 55 DIST FROM RWY END:	250R / 175R	25L / 245R
> 56 CNTRLN OFFSET:	34:1 / 34:1	34:1 / 0:1
57 OBSTN CLNC SLOPE:	N / N	N / Y
58 CLOSE-IN OBSTN:		

DECLARED DISTANCES

> 60 TAKE OFF RUN AVBL (TORA):	/	/
> 61 TAKE OFF DIST AVBL (TODA):	/	/
> 62 ACLT STOP DIST AVBL (ASDA):	/	/
> 63 LNDG DIST AVBL (LDA):	/	/

>) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS:

A 058 RWY 33 +6 FT FENCE 190 FT FM RWY END 245 FT R OF CNTRLN.
A 081 WHEN ATCT CLSD ACTVT MALSF RWY 15; REIL RWY 06 & 24 & 33; PAPI RWY 06, 15, 24, & 33; MRL RWY 06/24 & 15/33 - CTAF.
A 000 RWY 15 CALM WIND RWY.
A 000 RWY 33 MULT UNLGT OBSTNS FIRST 3000 FT; 250-500 FT E & W OF CNTRLN.
A 000 RWY 06 HOLDING BAY RSTRD TO ACFT WITH WINGSPAN OF 49 FT OR LESS.
A 110-001 NOISE SENSITIVE AREA 1/2 MI N OF AER 24. DEP RWY 06 EARLY TURNOUTS NA.
A 110-002 REQ ALL JETS/TURBO PROPS USE NBAA CLOSE-IN PROC.

111 INSPECTOR: (S) 112 LAST INSP: 08/16/2018 113 LAST INFO RES:



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RNTL,SALES,SURV

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MONTHS ENDING 08/16/2018

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> 31 LENGTH:
> 32 WIDTH:
> 33 SURF TYPE-COND:
> 34 SURF TREATMENT:
35 GROSS WT: S
36 (IN THSDS) D
37 2D
38 2D/2DS
> 39 PCN / PCR:

LIGHTING/APCH AIDS

> 40 EDGE INTENSITY:
> 42 RWY MARK TYPE-COND:
> 43 VGSi:
44 THR CROSSING HGT:
45 VISUAL GLIDE ANGLE:
> 46 CNTRLN-TDZ:
> 47 RVR-RVV:
> 48 REIL:
> 49 APCH LIGHTS:

OBSTRUCTION DATA

50 FAR 77 CATEGORY:
> 51 DISPLACED THR:
> 52 CTLG OBSTN:
> 53 OBSTN MARKED/LGTD:
> 54 HGT ABOVE RWY END:
> 55 DIST FROM RWY END:
> 56 CNTRLN OFFSET:
57 OBSTN CLNC SLOPE:
58 CLOSE-IN OBSTN:

DECLARED DISTANCES

> 60 TAKE OFF RUN AVBL (TORA):
> 61 TAKE OFF DIST AVBL (TODA):
> 62 ACLT STOP DIST AVBL (ASDA):
> 63 LNDG DIST AVBL (LDA):

(P) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS:

A 110-005 ULTRALGT ACFT NA EXCEPT PPR - AMGR.
A 110-007 LOW LVL VFR HEL, WILDLIFE & BIRDS ON & INVOF ARPT.
A 110-008 HEL RUN ON LNDG NA.
A 110-009 RWY 15 HAS UNLGTD OBSTNS PRESENT IN THE APCH DUE TO 52 FT TREES 1960 FT BFR AER.

111 INSPECTOR: (S) 112 LAST INSP: 08/16/2018 113 LAST INFO RES:

ITEM 8.A

Follow-Up on Commission Retirement Benefit Options

Request

Staff requests Commission direction on which retirement benefits it would like to pursue.

Explanation

As a follow-up to the discussion on retirement benefit options at the Commission meeting on August 20, 2024, staff is seeking direction from the Commission on which retirement benefits it would like to pursue. The two options are Option A - Inclusion in the City's General Pension Plan (pension option), or Option B - Establishment of a 401(a) Defined Contribution Employer Sponsored Plan (defined contribution option).

In response to the question posed at the previous meeting on whether making the commissioners full-time employees would enable immediate participation in the General Pension Plan, the City's pension ordinance states:

Sec. 30-85. - Membership.

General. All general employees as of the effective date, and all future new general employees shall become members of this system as a condition of employment, except as provided in this section. However, the mayor, city commissioners, authority board of trustees, and the authority attorney and assistants shall not participate in the system.

Therefore, the ordinance will need to be amended to include the mayor and city commissioners should the Commission decide to pursue the pension option. The second option of a defined contribution benefit can be implemented at any time.

Recommendation

Staff requests Commission direction on which retirement benefits it would like to pursue.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 8.B

Advisory Board Vacancy: Parks and Recreation Board

Request

The Commission is requested to make an appointment to fill a vacancy on the Parks and Recreation Advisory Board.

Explanation

Parks and Recreation Board Member, Linda McCoy has resigned from the board effective August 14, 2024. Ms. McCoy's term is set to expire on May 31, 2026. Seat # 1 has been assigned this vacancy.

The Commissioner will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Date Assigned:	Commissioner Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 1 - Castano * 1 application currently on file*	09/03/2024	10/01/2024	Parks & Recreation	05/31/2026	Member must be a City resident and may not serve on any other board.

Recommendation

After holding a discussion, staff recommends the Commission make an appointment to fill the vacancy on the Parks and Recreation Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter:

Attachment(s):

1. PARAB Applicant: Amarilis Olivo Williams

Advisory Board Application



Submitted on	28 August 2024, 7:56AM
Receipt number	6
Related form version	7

Applicant Information

First Name	Amarilis
Last Name	OLIVOWILLIAMS
Street Address	1118 Brack Street
City	Kissimmee
State	FL
Zip Code	34744
Phone	4077299831
Email	amarisolivo@yahoo.com
Name of Employer	retired
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you 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/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment
---	---------------------

Parks & Recreation Advisory Board
Pension Board - Fire
Pension Board - General Employee
Pension Board - Police
Planning Advisory Board

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

At this time I have a non for profit organization called Project hey Beautiful for homeless women and children and we also help our single moms. I have been a small group leader at my church for middle and high school students. I worked for the Department of Juvenile Justice. I have also worked for the Osceola Health depart in the WIC office.

Please list any special skills or certifications?

Skills are I can speak English and Spanish, I good listener, connect with people and try to understand there stands. Certifications High School diploma, have a paralegal certification, also a technical certificate of office specialist.

Please attach your resume or proof of qualification and/or licenses.

[amarilis2 resumes.pdf](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

Hispanic

What is your gender?

Female

Are you physically disabled?

Yes, I am physically disabled

Signature



[Link to signature](#)

Amarilis Olivo Williams

1118 Brack Street
Kissimmee, Fl. 34744

Phone: 407-729-9831
E-mail: amarisolivo@yahoo.com

Objective:

Seeking a Bilingual Customer Service Position where I can use my knowledge and grow and learn.

Qualifications

Highly enthusiastic customer service professional with more than 20 years experience working with clients. Eighteen years of applied work experience with the state of Florida in vast capacities. An excellent communicator who has strong speaking, writing, and research skills. Dedicated Customer Service representative motivated to maintain customer satisfaction and contribute to company success. Personable and professional under pressure while being patient and empathetic when dealing with conflict resolution and care. Desires a customer service representative role

Work History

State of Florida, 10/2000-8/2018
Osceola County Health Department WIC/ Senior Clerk/ 7/2011 to 8/2018
Orange County Health Department/WIC/Senior Clerk 8/2008 to 7/2011
Orange County Health Department/Senior Clerk 5/2007 to 7/2008
Department of Juvenile Justice/Senior Detention Officer 10/2000 to 4/2007
Clarion Plaza Hotel/Administrative Assistant 10/2000 to 4/2007

Education

Valencia Collage 08/2020-Present
Technical Certificate Office Specialist
First School for Careers 1988-1989
Certificate Of Paralegal
Jane Addams High School graduated 1987
Diploma