



**MEETING AGENDA  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, FEBRUARY 18, 2025 AT 6:00 PM**

**1. MEETING CALLED TO ORDER**

**2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A Swearing In of New Firefighters

**4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

**5. PUBLIC HEARINGS**

**6. HEAR AUDIENCE**

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

**7. CONSENT AGENDA**

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

7.A Approval of City Commission Minutes from the February 4, 2025 Workshop and City Commission meeting

7.B Approval of early renewal of lease purchase agreement between the City of Kissimmee and Axon Enterprise, Inc.

7.C Purchase of Wheeled Hydraulic Excavator

7.D Sidewalk Easement for the Pinnacle at the Wesleyan Apartments

7.E Reclassification of Part-Time Police Accreditation Specialist to Full-Time Accreditation Manager

7.F Development Agreement between the City of Kissimmee and United Cerebral Palsy of Central Florida, Inc. (UCP) for the UCP Osceola Campus Charter School

7.G Interlocal Agreement between the City of Kissimmee and the Vine Street Community Redevelopment Agency regarding Bond Funding

7.H Disposal of City Assets

7.I Change Order to Increase the Funding and Extend the Completion Date for the Rehabilitation of 1703 Smith Street

7.J Subrecipient Agreement with Habitat for Humanity of Greater Orlando & Osceola County, Inc. to Construct New Housing

7.K Contract Extensions for Roofing Installation and Repair Contractor Services

7.L Business Leases for 1021 West Oak Street, Suite C and Suite F

**8. DISCUSSION ITEMS**

- 8.A East Central Florida Regional Planning Council Resilient Corridors Coalition Memorandum of Understanding
- 8.B Kissimmee Place Development Group, Inc.-Public Private Partnership Unsolicited Proposal

**CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD**

- 8.C (VSCRA) Interlocal Agreement between the City of Kissimmee and the Vine Street Community Redevelopment Agency regarding Bond Funding
- 8.D (VSCRA) Change orders for Kissimmee Utility Authority Line Extension Contracts for the Vine Street CRA
- 8.E (VSCRA) Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor.

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

**9. HEAR CITY OFFICIALS**

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

**10. ADJOURNMENT**

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

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



## **ITEM 3.A**

### **Swearing In of New Firefighters**

#### **Request**

Staff requests that our five new employees be sworn in as City of Kissimmee Fire Department Firefighters.

#### **Explanation**

Five new employees have been hired by the City of Kissimmee Fire Department. These employees have completed an extensive orientation and have now been assigned to a shift and station.

Staff requests that these employees be sworn-in in front of the City Commission to reflect the professionalism and respect their jobs warrant. This will also allow the Commissioners an opportunity to meet the new firefighters that will be serving this city.

The firefighters to be sworn in are:

Firefighter Robert Stumpf  
Firefighter Matthew Roberts  
Firefighter Logan Wade  
Firefighter Michael Perceval  
Firefighter Luis Morales

Department: Fire  
Presenter: James Walls

#### **Attachment(s):**

1. (S) Swearing In of New Firefighters-Oaths of Office

**City of Kissimmee Fire Department**

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 18, 2025

I, Robert Stumpf, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

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Robert Stumpf

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Attest (City Clerk)

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Witness  
(Jim Walls, Fire Chief)

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**City of Kissimmee Fire Department**

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 18, 2025

I, Matthew Roberts, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

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Matthew Roberts

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Attest (City Clerk)

---

Witness  
(Jim Walls, Fire Chief)

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**City of Kissimmee Fire Department**

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 18, 2025

I, Logan Wade, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

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Logan Wade

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Attest (City Clerk)

Witness  
(Jim Walls, Fire Chief)

**City of Kissimmee Fire Department**

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 18, 2025

I, Michael Perceval, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

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Michael Perceval

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Attest (City Clerk)

---

Witness  
(Jim Walls, Fire Chief)

**City of Kissimmee Fire Department**

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 18, 2025

I, Luis Morales, having been appointed to the position of Firefighter, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

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Luis Morales

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Attest (City Clerk)

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Witness  
(Jim Walls, Fire Chief)

## **ITEM 7.A**

### **Approval of City Commission Minutes from the February 4, 2025 Workshop and City Commission meeting**

#### **Request**

Request Commission approval of the February 4, 2025, Workshop and City Commission Minutes.

#### **Explanation**

Minutes of the Commission workshop and meeting held on February 4, 2025, are attached for approval.

#### **Recommendation**

Staff recommends Commission approval.

#### **REQUESTED CITY COMMISSION ACTION:**

Department: City Commission

Presenter:

#### **Attachment(s):**

1. (S) CCM MIN FEB 04 2025 (Downtown Street Closures/Alcohol Sales Workshop)
2. (S) CCM MIN FEB 04 2025



**MEETING MINUTES  
SESSION OF THE COMMISSION WORKSHOP  
(DOWNTOWN STREET CLOSURES AND ALCOHOL SALES)  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, FEBRUARY 4, 2025 AT 3:00 PM**

**1. MEETING CALLED TO ORDER**

**Members Present:** Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez

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

Mayor Espinosa called the meeting to order at 3:00 PM.

**2. WORKSHOP BUSINESS**

**2.A Discussion on Special Events with Street Closures in Downtown Kissimmee**

Staff requests City Commission discussion and direction on the regulation of Special Events with Street Closures in the Downtown district.

Mayor Espinosa opened the workshop by explaining that this is an informal session intended to collect public input and hear suggestions. She announced that each speaker would be allotted 3 minutes, with no shared time, to maintain order and decorum.

City Manager Steigerwald passed the workshop over to Development Services Director Craig Holland, who presented a PowerPoint (Exhibit "A") on Street Closures in Downtown Kissimmee. Staff is seeking guidance on how to proceed with street closures in the future.

Director Holland proposed several options, including maintaining the current ordinance, amending it, enhancing the existing requirements, or revising it to limit street closures to only the downtown corridor. A discussion ensued among the commissioners, City Manager, and Director Holland, covering topics such as the ongoing six-month moratorium, application fees, CPI increases, community partnerships, city events, and the introduction of increased security measures, such as mandatory barricades, which would impose additional costs on applicants.

The discussion focused on the possibility of requiring all special events to adhere to the same standards the City follows when hosting events, ensuring consistency and maintaining high safety measures. The commission agreed to review the options internally and allow time for a thorough review of all information before deciding. A future workshop will be scheduled for further discussion.

**2.B Discussion on Alcohol Sales Regulations**

Staff requests City Commission discussion and direction regarding desired changes to the City's Alcohol Ordinance.

Interim Chief Anzueto presented a five (5) year overview of the call volumes and crime statistics (Exhibit "B"), along with an informational fact sheet that was recently shared with the community regarding the noise ordinance (Exhibit "C").



The Commission, City Manager, and Chief Anzueto discussed fines for violations and compared the costs of police versus code enforcement. While Chief Anzueto advocated education before enforcement, the commission agreed that stricter enforcement is necessary. They also discussed enforcing decibel limits and ensuring the ordinance is followed. Mayor Espinosa proposed an annual workshop for business owners or providing educational materials with Business Tax Receipt (BTR) issuance.

Development Services Director Craig Holland returned to the podium to present a PowerPoint (Exhibit "D") on alcohol sales and consumption regulations, seeking guidance from the commission on potential changes to alcohol regulations in the downtown area.

Non-attendees shared remarks to the City via email in advance of the meeting (Exhibit "E").

Mayor Espinosa opened the floor for public comment. The following individuals shared their thoughts and offered suggestions to the Commission, either in support of or opposition to changes to the alcohol sale and consumption ordinance:

Diana Pinto Marrero reviewed a Kissimmee Main Street survey (Exhibit "F"), Jeremy Fetzer, Nelly Hernandez, Edgardo Ramos, Wanda Roman, Zulma Velez-Estrada, Ray Parsons, Myrna Lee Rolon, John Gramley, Zack Parsons, Wendy Romero, Dustin (No Last Name Provided), Kristin Spivey, Michael Cruz, Alicia Kelly, Brianna Valdes, Maria Virginia Garcia, John Siudut, and Olga Carino.

A combination of residents and business owners shared feedback on crime and safety in Kissimmee. Some called for more police presence downtown due to concerns about crime and violence, while others emphasized enforcing current ordinances instead of making sudden changes that could impact businesses. Suggestions included increased public education and using decibel meters for downtown businesses. Some worried about perceptions of safety, with others noting the role of homelessness in crime.

Mayor Espinosa requested crime-related statistics on the homeless population. Public safety, business education, and respecting residents' quality of life were key points raised by commissioners. The commission agreed to review all options and present solutions at a future meeting.

### **3. GENERAL DISCUSSION**

### **4. ADJOURNMENT**

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 5:03 PM.

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MAYOR-COMMISSIONER

ATTEST:

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CITY CLERK

# CITY OF KISSIMMEE

SPECIAL EVENTS WITH STREET CLOSURES  
FEBRUARY 4, 2025



# Purpose of Discussion

- Special Events with public street closures, done by private property, business or groups have created a less-than-optimal situation with compromised safety for event attendees, pedestrians, and vehicle operators.
- The City Commission provide direction to City staff to restructure Special Event with street closure permits.





# Current Permit Requirements

- Limited to 20- or 30-days each calendar year.
  - Unless approved for more days by the Commission.
- Special events must follow the City's Noise Ordinance.
- Limited event signage.
- Maintenance of Traffic (MOT) plan must be approved by the City.
- Barricades and detour signs must meet Manual of Uniform Traffic Control Devices.
  - Typically rented by outside firm.
- Property owners must provide written consent from affected property owners.
- Emergency vehicle access must be provided and maintained through the event site.



## Current Permit Requirements (Cont.)

- Applicant must clean site and adjacent areas after event.
- All provisions of the Life Safety and Building Codes must be followed.
- All provisions of the State and City's Alcohol distribution and consumption requirements must be met.
- Applications must be submitted at least 30 days before the event date.
- Application fee due at time of submittal.
  - \$908.
  - Application fee only, does not cover additional cost incurred.
- Detailed site plan of Special Event.
- Event holder must have insurance for event and activity in City rights-of ways.



# Current Issues with Private Street Closures

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- Noise Ordinance violations
- Improper detour signage and barricades.
- Life Safety and Building Code issues.
- Compromised pedestrian safety.
- Trash and debris.
- Parking spaces outside event compromised.
- Lack of insurance.
- Staff's ability to manage application process.
- Escalating City cost.



# How does St. Cloud and Sanford do it?

## St. Cloud

- Special Events Manager.
- \$2,000 application fee.
  - Excludes costs for City resources.
- Pricing factors.
  - Number of roads to be closed.
  - Public Safety personnel.
  - Other City personnel.
  - Facility Usage.
  - Event footprint.

## Sanford

- Special Events Manager.
- \$100 application fee.
  - Excludes costs for City resources.
- Pricing factors.
  - Number of roads to be closed.
  - Public Safety personnel.
  - Other City personnel.
  - Facility Usage.
  - Event footprint.



# How Does St. Cloud and Sanford do it? (Cont.)

## St. Cloud

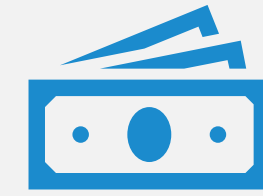
- Application deadline 60 days prior to the event.
- Application must have insurance in the amount as determined by Risk Manager and City Attorney.

## Sanford

- Application deadline 60 days prior to event.
- Permit must be issued 10 prior to event.
- Application must have insurance in the amount as determined by Risk Manager and City Attorney.



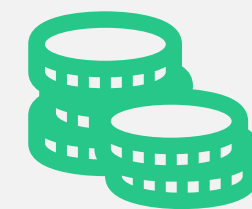
# Sanford's Average Cost per Street Closure



Typical cost for a small to medium event is \$10,000.



Largest event costs approximately \$200,000.



Smallest event costs approximately \$2,000.



Goal is 100 percent cost recovery.

# Options

Private Special Events must be vetted through City's Event & Venue Committee.

- Better control over safety and logistics of an event.
- Cost will increase for event holder.
  - 100% cost recovery.
- Similar to St. Cloud and Sanford.
- Possible Ordinance change.
- Process already in place.
- Increase application period.
- Safety would be paramount.
- City staff presence throughout event.
- City should continue moratorium till policy and ordinance is in place.

# Options (Cont.)

Continue with current process.

- See slide 5.
- Most applicants cannot complete process.
- Cost increase for applicant.
  - 100% cost recovery.
- Not preferred option.

## Current Issues with Private Street Closures

- Noise Ordinance violations
- Improper detour signage and barricades.
- Life Safety and Building Code issues.
- Compromised pedestrian safety.
- Trash and debris.
- Parking spaces outside event compromised.
- Lack of insurance.
- Staff's ability to manage application process.
- Escalating City cost.





# Questions and Discussion





# Thanks!



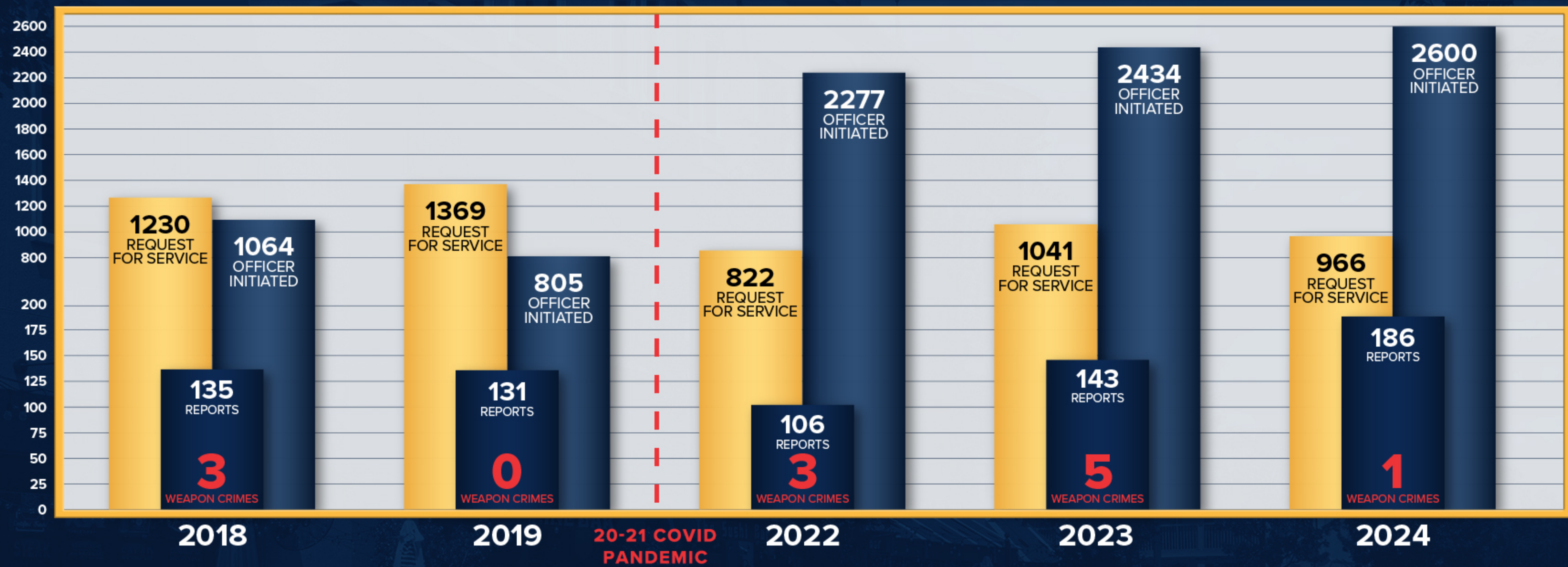
| @CityofKissimmee



# FIVE YEARS OF DOWNTOWN FOCUS AREA STATISTICS\*

\*THESE NUMBERS REFLECT A NEW STATISTICAL COUNTING METHODOLOGY FROM 2023, FOLLOWING THE REDEFINITION OF THE CORE DOWNTOWN BUSINESS DISTRICT. NUMBERS WERE TAKEN FROM CALLS THAT OCCURRED DURING ALL HOURS OF THE DAY.

Exhibit "B"



## REQUEST FOR SERVICE

An activity where a business owner, resident, or visitor requested assistance. These requests are received by the individual calling for assistance via 911 or the non-emergency phone number.

## OFFICER INITIATED

An activity where an officer engaged in an activity without someone calling for assistance. It may also include an activity where an officer was flagged down by someone needing assistance while the officer was patrolling the area.

## REPORTS

A document authored by an officer when they respond to a request for service, when they initiate the activity or when they are flagged down by someone needing assistance while the officer was patrolling the area.

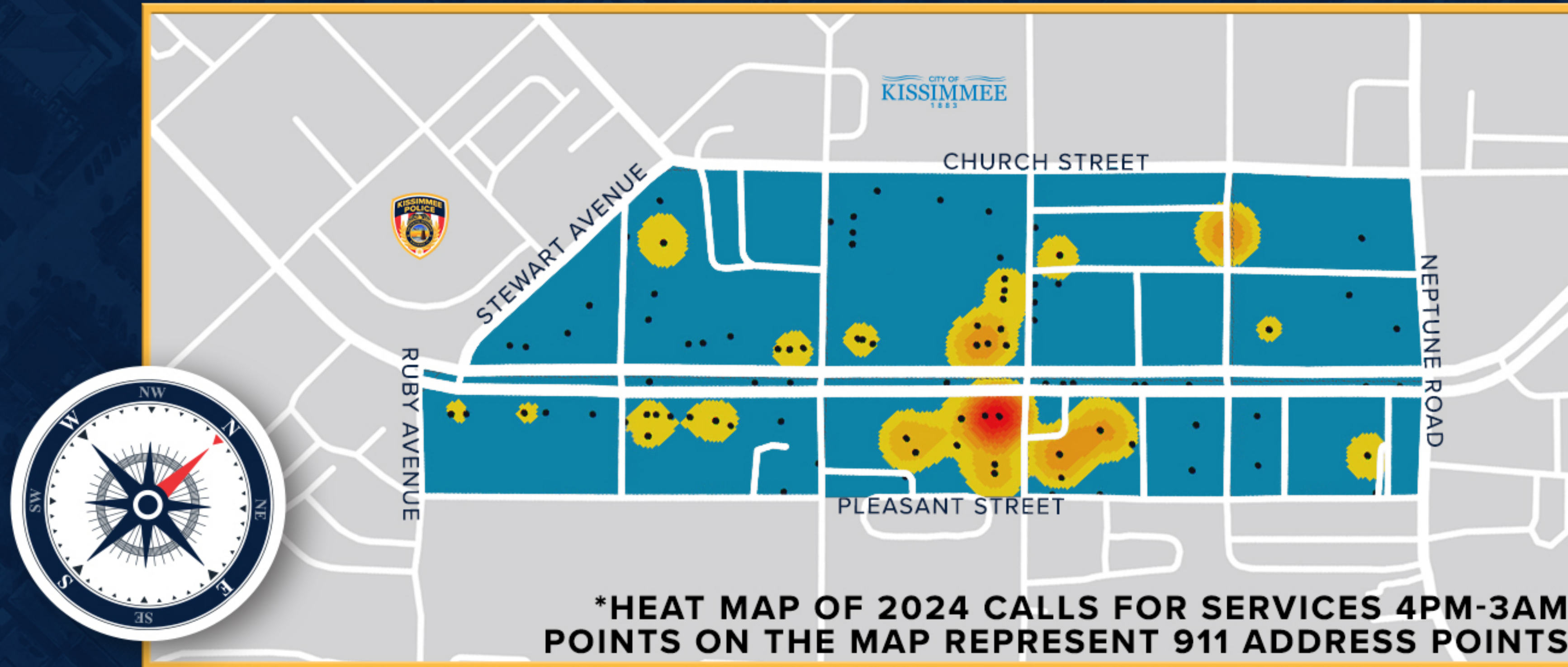
## WEAPON CRIMES

The number of calls for service where a weapon was documented as being involved.



# DOWNTOWN FOCUS AREA

AREA DEFINED FOR ALL STATISTICS USED



## RESOURCE ALLOCATION

DOWNTOWN NIGHT SHIFT STAFFING

THE KISSIMMEE POLICE DEPARTMENT ALLOCATES OVERTIME DETAIL UNIT OFFICERS AND ON DUTY OFFICERS FROM DIFFERENT UNITS TO ACTIVELY PATROL THE DOWNTOWN AREA.

CURRENTLY, AN AVERAGE OF **EIGHT TO TWELVE** OFFICERS PATROL THE DOWNTOWN AREA BETWEEN **10PM - 3AM**.



# CALLS FOR SERVICE TO BUSINESSES WITH VALID ALCOHOL LICENSES\*

\*THIS TABLE DISPLAYS CALLS FOR SERVICE RECEIVED FROM JANUARY 1, 2024, TO FEBRUARY 3, 2025,  
AT ALL HOURS OF THE DAY, NOT JUST LATE NIGHT HOURS

| BUSINESS NAME          | ADDRESS        | CALLS FOR SERVICE |
|------------------------|----------------|-------------------|
| 3 Sisters Speakeasy    | 226 Broadway   | 131               |
| Miguelo's Ultra Lounge | 219 Broadway   | 111               |
| 1881                   | 308 Broadway   | 81                |
| Breeze                 | 7 E Dakin Ave  | 50                |
| Broadway Pizza         | 403 Broadway   | 41                |
| 2 Brothers Steakhouse  | 16 E Dakin Ave | 41                |
| Carinos                | 214 Broadway   | 40                |
| Miguelos Café          | 1201 N Main St | 35                |
| Pa'l Callejon          | 112 Broadway   | 34                |

| BUSINESS NAME     | ADDRESS             | CALLS FOR SERVICE |
|-------------------|---------------------|-------------------|
| Main Street Pizza | 16 Broadway         | 27                |
| Big John's BBQ    | 220 E Monument Ave. | 20                |
| Queens & Kings    | 324 Broadway        | 16                |
| Souls Tapas       | 24 B Broadway       | 7                 |
| V's Tavern        | 14 E Dakin Ave      | 7                 |
| Vintage Vino      | 310 Broadway        | 5                 |
| Italian Joint     | 215 Broadway        | 4                 |
| Pa'Picar          | 127 Broadway        | 4                 |
| Matador           | 102 Broadway        | 0                 |





# CITY OF KISSIMMEE POLICE DEPARTMENT

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



## Exhibit "C"

Dear Property Representative,

The Kissimmee Police Department (KPD) is proactively re-educating businesses about City of Kissimmee Code, Chapter 22, Article II, Noise; also known as the City of Kissimmee Noise Control Ordinance ("Noise Ordinance"). The Noise Ordinance protects the public health, safety, and welfare by establishing regulations for the appropriate levels of noise output and prohibiting persons or businesses from producing any noise which disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the limits of the City. The Noise Ordinance became effective on May 22, 2023.

Unfortunately, KPD has received noise complaints from multiple locations within the City of Kissimmee Downtown Community Redevelopment Area (CRA). As a result, KPD is reminding CRA businesses of the applicable sections of the Noise Ordinance by delivering this notice to prevent future violations of this ordinance. First, City Code s. 22-24(B) sets maximum noise levels in the CRA area as follows:

| Maximum Noise Levels in A-Weighted Decibels |                      |                      |
|---------------------------------------------|----------------------|----------------------|
| Downtown CRA                                | 7:00 a.m.—10:00 p.m. | 10:00 p.m.—7:00 a.m. |
|                                             | 85 dBA               | 70 dBA               |

Second, City Code s. 22-25(D)(2) addresses indoor speaker orientation within the CRA by requiring any speaker or device that produces or reproduces sound that is inside of a building to be oriented toward the interior of the building and pointed opposite and away from any open entrance or exit, or any window or other similar opening openings in the building if the speaker or similar device is located within twenty (20) feet from an open entrance, exit, window or similar opening.

Third, City Code s. 22-27(B)(1)(d) prohibits the use of outdoor loudspeakers within the CRA between the hours of 10:00 p.m. and 7:00 a.m. This rule is subject to a few exceptions in City Code ss. 22-27(A)(3) and (B)(2).

Fourth, restaurants, bars, and other similar establishments and sidewalk café permit holders within the CRA must follow City Code s. 22-27(C)(3), which prohibits outdoor loudspeakers or sound amplification devices from being installed **within the public rights-of-way**, including the air space above such public rights-of-way unless the outdoor loudspeaker is installed by the City or pursuant to a sidewalk café permit, encroachment agreement, or continual use permit. If an outdoor loudspeaker is installed pursuant to a City permit or agreement, the outdoor loudspeaker "shall not face or direct the sound from outdoor loudspeakers and sound amplification devices upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property."





## CITY OF KISSIMMEE POLICE DEPARTMENT

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



City Code s. 22-27(C)(3) and (4) allows restaurants, bars, and other similar establishments and sidewalk café permit holders within the CRA to utilize outdoor loudspeakers **that are not installed within the City rights-of-way** without a permit. However, those sections require that such establishments set such speakers and sound amplification devices “in such a way that the sound is directed downward and inward towards patrons.” Additionally, such speakers must comply with the sound levels and standards for the CRA provided in City Code s. 22-24(B) and the chart above.

Violations of these City Code Sections are punishable by the following fines if a KPD officer issues an individual or business a Noise Ordinance Uniform Code Citation (see City Code s. 1-22(b)(8)):

- a. First violation within one year: \$50.00.
- b. Second violation within one year: \$100.00.
- c. Third violation within one year: \$250.00.
- d. All subsequent violations in one year: \$500.00.

Violations of these City Code Sections are punishable by the following fines if a City Code Enforcement Officer initiates enforcement proceedings against an individual or business (see City Code s. 1-22(c)(1)):

- a. Fines not to exceed \$1,000.00 per day per violation for a first violation.
- b. Fines not to exceed \$5,000.00 per day per violation for a repeat violation. A repeat violation is a violation of a code or ordinance by a person who has been previously found by the Special Magistrate, or any other quasi-judicial or judicial process, to have violated or who has admitted to violating the same provision within five years prior to the violation. The violation can occur at any location within the city.
- c. Fines not to exceed \$15,000.00 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature.

Additionally, the Code Enforcement Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes, including clerical, administrative, and staffing costs. Failure to pay fines and costs imposed by the Code Enforcement Special Magistrate could lead to the revocation of your Business Tax Receipt (BTR). See City Code s. 40-157(c).

KPD is dedicated to ensuring the safety of our residents, visitors, and businesses. We encourage your partnership in this mission and would like to come to a reasonable resolution of this issue through compliance rather than enforcement. However, if violations occur then KPD will enforce the Noise Ordinance.

Please do not hesitate to call 9-1-1 if you observe anything suspicious or if someone requires assistance. If you have any questions regarding this notice please contact the on-duty watch commander at 407.846.3333.





**PROPOSED ORDINANCE NO. 23-01**  
**ORDINANCE NO. 3070**

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B)(8) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COMMISSION THAT CHAPTER 22, ARTICLE II, NOISE AND CHAPTER 1 - GENERAL PROVISIONS, SECTION 1-22(C), GENERAL PENALTY ARE HEREBY AMENDED TO READ AS FOLLOWS:

**SECTION 1.**

**ARTICLE II. - NOISE**

**Sec. 22-19. Title.**

This article shall be known as the "City of Kissimmee Noise Control Ordinance".

**Sec. 22-20. Purpose.**

It is the intent of the City to protect the public health, safety, and welfare by establishing regulations for the appropriate levels of noise output. It shall be unlawful for any person or business to produce any noise which disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the limits of the City.

**Sec. 22-21. Definitions.**

*A-weighted scale (dBA)* means the A-weighting filter network in accordance with the requirements of the American National Standards Institute (ANSI) which reduces the measured sound pressure levels as compared to a linear scale or measurement for the lower frequencies, which under defined conditions, approximates the frequency responses of the human ear.

*Commercial area* means any area where the current use of the land is for office or business.

*Construction* means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities, or similar property.

*Continual use* means operation of a device for a period of time extending beyond fifteen (15) minutes.

*Continuous noise* means a sound which is present for a period of time extending beyond fifteen (15) minutes. Examples include outdoor music, power generators, and construction.

*Decibel (dB)* means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

*Designated official* means the City Manager of Kissimmee or designated staff official by the city manager.

*Impact noise* means noise created by a construction related device used for breaking up hard material such as jackhammers, pile drivers, power impact hammers, impact wrenches, riveters, and stud drivers.

*Industrial area* means any area where the current use of the land is industrial.

*Intermittent noise* shall mean a sound of greater than one (1) second duration and less than fifteen (15) minutes. Examples of sources of intermittent noise are air compressors, heating and air conditioning units, and PA speakers.

*Linear scale* means sound pressure level measurements which are not adjusted for some purpose.

*Mixed-Use* means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below, or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. Mixed-Use excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in section 22-22 herein. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "Mixed-Use."

*Party, party responsible* means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of a state, or any political subdivision of a state.

*Plainly audible* means any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.

*Property* means any parcel of land or structures thereon which are held under title, deed, or other form of legal documentation by a public or private entity. Use of the term "Property" in the Code may refer to the area from which a noise is projecting or the area into which a noise is projecting.

*Property line* means a line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intrabuilding real property divisions.

*Public space* means any real property or structure thereon, normally accessible to the public.

*Residential area* means any area where the current use of the land is residential.

*Right-of-way* means the strip of land dedicated for pedestrian and vehicular movement, which may also accommodate public utilities. The term right-of-way includes public and private rights-of-way.

*Sound* means energy which is transmitted by pressure waves in air or other materials and is the objective cause of the sensation of hearing. Commonly called noise, if unwanted.

*Sound amplification device* means devices used to amplify sound such as radios, stereos, CD players, DVD players, microphones, drums, turn tables, audio or visual equipment, electronic devices, musical instrument, sound equipment, television sets, interior or exterior speakers, loudspeakers, bullhorn, or similar devices.

*Sound level* means the level of sound measured with a sound level meter and one (1) of its weighting networks. When A-weighting is used, the sound level is given in dBA.

*Sound level meter* means an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels.

*Sound pressure* means the dynamic variation in atmospheric pressure at a point in space minus the static pressure at that point.

*Sound pressure level* is numerically equal to twenty (20) times the logarithm (to the base ten) of the sound pressure to the reference sound pressure (the reference sound pressure shall equal twenty (20) micro pascals). Unless otherwise stated, the level is understood to be that of a root mean-square pressure.

*Sound level meter weighting network* means an electronic filter in a sound level meter which provides different response characteristics to sound pressure levels as a function of the frequency of the sound being measured or considered.

*Vessel* means a boat as referenced in Article VII, Constitution of the State of Florida, Section 1(b), and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water. The term vessel additionally includes, but is not limited to, a commercial vessel, a homemade vessel, a live-aboard vessel, a motorboat, a noncommercial vessel, and a personal watercraft, all as defined in F.S. 327.02.

#### **Sec. 22-22. Application.**

A. The requirements of this Article shall apply to all noises (except those specifically named herein or by resolution), including continuous and intermittent noise, tones, impact noise, and noise emitted by speaker boxes, pick-up and delivery trucks and any other commercial or industrial activities which are under the control of the occupant of a building site.

*B. Exceptions.*

1. Gas-powered equipment (8:00 a.m.—8:00 p.m.); and
2. Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads which are regulated by state and federal law; and
3. Noises from emergency services vehicles, such as fire engines, ambulances, and law enforcement vehicles that are on emergency business.

C. The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded by any means within any public or private property when measured fifty (50) feet from the property line of the property generating said noise. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

D. The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded for a cumulative period of one (1) or more minutes in any fifteen (15) minute period. The measurement period shall not be less than fifteen (15) minutes.



- E. Table 1 indicates the maximum noise levels within the City of Kissimmee with exception to the Downtown Community Redevelopment Area (CRA). Table 2 is applicable to the Downtown CRA, as defined in Figure 1.

**Sec. 22-23. Method of noise measurement.**

- A. All measurements shall be made with a sound level meter which satisfies the requirements pertinent for Class I and II sound level meters in the latest American National Standards Institute (ANSI)/Acoustical Society of America (ASA) standards for sound level meters. Operation of the sound level meter shall be consistent with applicable standards and follow the guidelines established within the "Noise Code Enforcement Reference Sheet". The measurements shall in general be made in accordance with the latest American Society for Testing and Materials (ASTM) standards, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels."
- B. No sound measuring meter, nor any independent witness shall be required to enforce or prove a violation pursuant to section 22-25.

**Sec. 22-24. Maximum noise levels.**

The following tables shall be used to determine the maximum noise level, measured in A-weighted decibels, which shall be permitted in the defined locations at the described time periods.

*A. Maximum noise levels by use of land.*

1. Table 1 shall be used to determine the maximum noise level permitted at the property line of the closest use of land in each of the categories below. Sound or noises projecting from one use into another use with a different noise level limit, shall not exceed the limits of the use of land into which the noise is projected.
2. Class B standards apply to noises originating from heavy manufacturing uses as defined in the Land Development Code, Chapter 14-2. Class A standards apply to all other uses.

**Table 1**

| Maximum Noise Levels In A-Weighted Decibels |                                          |                                          |                  |
|---------------------------------------------|------------------------------------------|------------------------------------------|------------------|
| Current Use of the Land                     | Class A Standard<br>7:00 a.m.—10:00 p.m. | Class A Standard<br>10:00 p.m.—7:00 a.m. | Class B Standard |
| Residential                                 | 60 dBA                                   | 55 dBA                                   | 65 dBA           |
| Office                                      | 70 dBA                                   | 65 dBA                                   | 75 dBA           |
| Commercial                                  | 70 dBA                                   | 65 dBA                                   | 75 dBA           |
| Industrial                                  | 75 dBA                                   | 75 dBA                                   | 85 dBA           |

*B. Maximum noise levels in the Downtown Community Redevelopment Area (CRA).*

**Table 2**

| Maximum Noise Levels In A-Weighted Decibels |                      |                      |
|---------------------------------------------|----------------------|----------------------|
| Downtown CRA                                | 7:00 a.m.—10:00 p.m. | 10:00 p.m.—7:00 a.m. |
|                                             | 85 dBA               | 70 dBA               |

**Sec. 22-25. – Specific Prohibited Noises.**

The following acts, among others, are declared to be unlawful, loud, disturbing and unnecessary noises in violation of this section, but said enumeration shall not be deemed to be exclusive. Where a provision of this section conflicts with other provisions in this Article, the more stringent provision shall apply.

**A. On Residential Property.**

1. The creation of noise between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of fifteen (15) feet from the property line of the building or structure in which the noise is located shall be a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

**B. On Mixed-Use Property.**

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-24, Table 1.
2. The playing, using or operating, or permitting to be played, used, or operated, of any machine or device for the producing or reproducing of sound which is cast upon the public or private street or directed toward any open entrance or exit, or other similar opening in the building or structure.
3. Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under Section 22-24, Table 1.
4. The creation of such a noise or operation of any such device between the hours of 10:00 p.m. and 7:00 a.m. in a such manner as to be plainly audible at a distance of fifty (50) feet from the property line of the building or structure in which it is located shall be prima facie evidence of a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

**C. Schools, courts of law, churches, hospitals, governmental meeting.**

1. The creation of an excessive noise on any street adjacent to a school, institution of learning, church, court of law, or governmental meeting while the same are in use, or adjacent to any hospital, that unreasonably interferes with the workings of such institution or that unreasonably annoys or disturbs patients in the hospital.

**D. In the Downtown CRA.**

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-

amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-24, Table 2.

2. Any such machine, instrument, speaker, or device being used inside of a building, structure, room, chamber, or other similarly defined area that is located within twenty (20) feet from any open entrance or exit, or any window or other similar opening in the building, structure, room, chamber, or other similarly defined area shall be oriented toward the interior and pointed opposite and away from such openings.

**E. *Construction or repairing of buildings.***

1. The erection (including excavation), demolition, alteration, or repair of any building or site may occur between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. Any noise resulting from such activity shall not exceed the maximum noise levels established under Section 22-24, Table 1.
2. If the designated official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building, site, or the excavation of streets and highways between the hours specifically prohibited by this section, a permit may be granted for such work to be done.
  - a. As a condition of the permit, notice shall be sent of the proposed activity to all property owners adjacent to the site where the work will occur. The notice shall include contact information for the project representative who will be available to respond to questions and complaints throughout the duration of the proposed activity. The designated official may at their discretion place additional conditions on the permit to ensure public health and safety is maintained.
  - b. Failure to comply with the requirements of this subsection, including neglecting to respond to questions and complaints from adjacent property owners, may result in the disapproval of future permit requests.

**Sec. 22-26. Enforcement.**

- A. The Code Enforcement Division and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of this ordinance in accordance with the "Noise Ordinance Enforcement Policy."
- B. *Liability for payment of noise citation.*
  1. Any person issued a citation under this Chapter shall be deemed charged with a noncriminal infraction and shall have thirty (30) days from the date of the violation to request a hearing to contest or pay the citation.
  2. Failure to request a hearing or pay the citation within thirty (30) days of the date of violation shall result in an additional late penalty and the citation shall be sent to collections.
- C. *Hearing to contest noise citation.*
  1. If a person elects to contest the noise citation through a hearing, the City shall set a hearing date and time before the Code Enforcement Special Magistrate. In addition to any fine imposed for a violation of this Article, the Special Magistrate may assess court costs not to exceed \$100.00 if the Special Magistrate deems necessary.
  2. If a person fails to appear at the hearing set by the City, the Special Magistrate shall proceed with the hearing and may assess fines and court costs.



## **Sec. 22-27. Use of Mechanical Loudspeakers or Amplifiers Out of Doors**

### **A. Applicability.**

1. *Temporary/special event use.* Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for temporary use at a special event shall be permitted as part of the special events permit process under Section 14-6-28 of the Land Development Code.
2. *Continual use.* Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for continual use shall be allowable provided the standards of this section are met.
3. *Exceptions.* The following are exempt from the requirements of this section:
  - a. Sound amplification devices for personal use including but not limited to cellphones, personal computers, televisions, and Bluetooth speakers, provided that the activity otherwise complies with Sections 22-22 through 22-25 of this Article.

### **B. General Standards.**

1. Continual use of any mechanical loudspeaker or other sound amplification device out of doors shall comply with the following conditions:
  - a. Will not interfere with any governmental function or with any event previously permitted, or with any event scheduled through the Parks and Recreation Department; and
  - b. Is not located within 1,000 feet of an activity or another location previously permitted for a temporary/special event under Section 14-6-28 of the Land Development Code; and
  - c. Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons; and
  - d. Will not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (B.2.) and (C.3.) below.
2. *Extended hours.* The City Manager or their designee may approve and authorize extended hours for use of a loudspeaker or other sound amplification device provided that the proposed activity otherwise complies with the provisions of subsections (B.1.) and (C.1.) and the sound levels and standards prescribed in sections 22-22 through 22-25 herein.

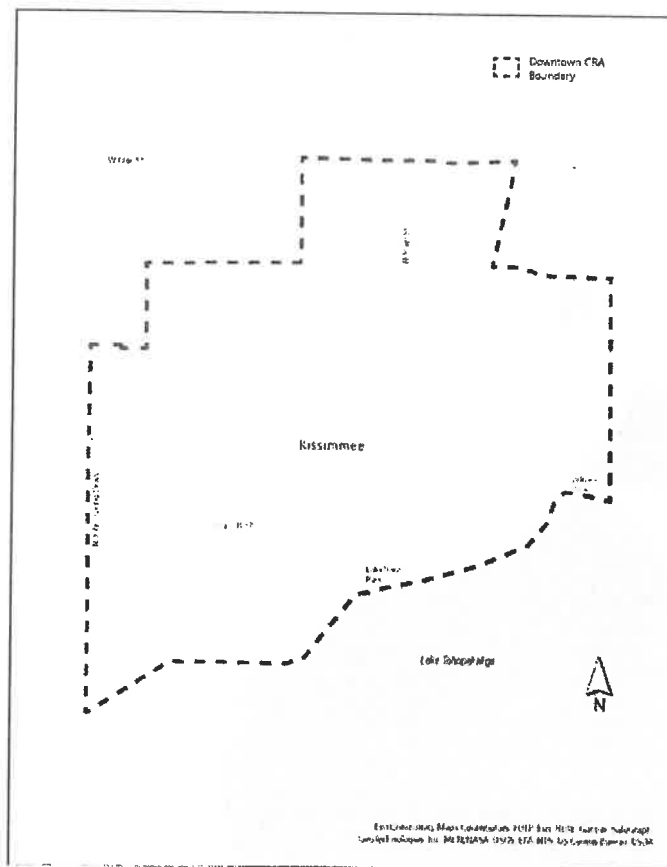
### **C. Use specific standards.**

1. *Schools, courts of law, churches, hospitals, governmental meetings, public transportation facilities.* No person shall use a loudspeaker or other sound amplification device out of doors within 1,000 feet of any school, court of law, hospital, governmental meeting, or public transportation facility as defined in § 496.425(1)(b), Florida Statutes, during normal business hours of operation of that entity without the permission from that property owner.
2. *Downtown Community Redevelopment Area (CRA).* The Downtown CRA, as described in Figure 1, is exempt from the prohibitions contained in subsection (C.1.). Within said Area, loudspeakers or other sound amplification devices may be used out of doors without regard to the other prohibitions set forth in subsection (C.1.) above. However, sections (B.1.d.) and 22-22 through 22-25 set forth herein shall still apply.
3. *Sidewalk cafes.* Except for loudspeakers and sound amplification devices installed by the City, such speakers and devices that are permitted for continual use out of doors under this section shall not be located within the public rights-of-way,

including the air space above such public rights-of-way, unless such use is for a permitted sidewalk café or for space that is part of an encroachment agreement with the City. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers or devices, whether permanently mounted or affixed to the exterior of the building or structure, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in section 22-22 through 22-25 herein.

4. *Restaurants, bars, and similar establishments.* Any person, business, or property owner that is operating a restaurant, bar, or other similar establishment at a fixed location that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc.) may utilize loudspeakers or sound amplification devices for continual use out of doors as long as such speakers and devices comply with the standards herein. Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in sections 22-22 through 22-25 herein. If the speakers or devices are free-standing, they shall not be elevated more than five (5) feet off of the ground.

**Figure 1**



Sec. 22-28 – 22.49. Reserved.

## **SECTION 2.**

### **CHAPTER 1 – GENERAL PROVISIONS**

#### **Sec. 1-22. – General Penalty.**

(b) The following list of fines shall be imposed for violation of the provisions contained in this Code, to wit:

(8) Noise (chapter 22, article II): \$50.00 to \$500.00.

- a. First violation within one year: \$50.00.
- b. Second violation within one year: \$100.00.
- c. Third violation within one year: \$250.00.
- d. All subsequent violations in one year: \$500.00.

(c) Code Enforcement Special Magistrate fines.

(1) In accordance with F.S. § 162.09(2)(d), the Special Magistrate has the authority to impose the following fines:

- a. Fines not to exceed \$1,000.00 per day per violation for a first violation.
- b. Fines not to exceed \$5,000.00 per day per violation for a repeat violation. A repeat violation is a violation of a code or ordinance by a person who has been previously found by the Special Magistrate, or any other quasi-judicial or judicial process, to have violated or who has admitted to violating the same provision within five years prior to the violation. The violation can occur at any location within the city.
- c. Fines not to exceed \$15,000.00 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature.

(2) The Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes, including clerical and administrative costs. The fine may also include any cost the City incurred to bring the violation in to compliance.

(3) In determining the amount of the fine, the Special Magistrate shall consider the following factors:

- a. The gravity of the violation;
- b. Any actions taken by the violator to correct the violation; and
- c. Any previous violations committed by the violator.

(4) Any cost to the city to repair the violation and bring it into compliance.

(5) Time and effort made by the Special Magistrate and other City staff on the violation.



**SECTION 3.** All ordinances in conflict herewith are hereby repealed.

**SECTION 4.** This ordinance shall take effect 90 days upon its passage.

**BE IT ORDAINED**, by the City Commission of the City of Kissimmee, this 21<sup>st</sup> day of February, 2023.



ATTEST:

Linda S. Hansell

City Clerk

Olga Gonzalez

Mayor - Commissioner

Approved as to form and legality:

Kalanit Oded

City Attorney

# CITY OF KISSIMMEE

Discussion on Alcohol Sales Regulations  
FEBRUARY 4, 2025



# Purpose of Discussion

- To determine if alcohol sales and consumption regulations, especially for Downtown Kissimmee, need to be altered to enhance safety and enjoyability for residents and visitors.
- The City Commission provide direction to City staff on any changes to the City's Alcohol Ordinance.



# Current City Regulations (Consumption on Premises)

- All State regulations.
- Only allowed in hotels, motels, restaurants, micro-breweries/distilleries, and specialty retail establishments.
  - No stand-alone bars.
- No sales within 500 feet of a school.
- No sales within 300 feet of a church.
  - Exemption for Downtown Kissimmee.
- Hours of sales: 7:00 am to 2:00 am
  - Seven days a week.
- No new customers allowed within 15 minutes of closing time.
- All consumption must stop at 2:00 am.



# Current Alcohol Requirements (Cont.)

- No customers may be present at business after 2:00 am.
- No alcoholic beverage shall leave the establishment's premise in any glass, or open or unsealed container. (Except with a takeout food order as permitted by State Law.)
  - Consumption cannot occur in parking or other unauthorized areas.
- Restaurant and specialty retail establishment regulations.
- Drinking in public regulations.

# Current Issues in Downtown Kissimmee

- Noise Ordinance violations.
- Current alcohol regulations not be followed.
- Trash and debris.
- Parking garages being used for illegal activity.
- The perceptions crime has increased.
- Increased demand on City and Public Safety services.
- Property damage.

# How does Winter Garden and Orlando do it?

## Winter Garden

- 1,200 feet from schools and churches.
- Non-exempt establishments:
  - 7:00 am to Midnight.
- Exempt establishments:
  - 7:00 am to 2:00 am.
- Exempt business require an Extension of Hours Permit. (EOH)
- EOH requirement:
  - Public Safety Measures.

## Orlando

- All regulations are for the Downtown Entertainment Area (DEA).
- Non-exempt establishments:
  - 7:00 am to Midnight M-Sat.
  - 9:00 am to Midnight Sunday.
- Exempt establishments:
  - 7:00 am to 2:00 am M-Sat.
  - 9:00 am to 2:00 am Sunday.
- Exempt business require a Midnight Alcohol Sales Permit. (MASP)



# How does Winter Garden and Orlando do it? (Cont.)

## Winter Garden

- 51% of sales must be from non-alcoholic purchases.
- BTR renewal requires additional information.
- It is the established responsibility not to allow intoxicated persons in the establishment.
- Alcohol cannot be provided at no cost with the purchase of another item of service.

## Orlando

- MASP requirements:
  - Police protection and Security.
  - Weapons Detection System.
  - Identification Scanner.
  - Occupancy Load Monitoring.



# Options

## **No Changes to Current Ordinance**

- Increase enforcement efforts.
- Additional staff may be required.
- Ordinance changes, as necessary.

## **Overhaul Entire Ordinance, Limiting Hours of Sales**

- No exemptions would be granted or allowed.
- Ordinance changes will be required.
- Increase enforcement efforts.
- Additional staff may be required.

## Options (Cont.)

### **Overhaul Entire Ordinance, Require a Permit for Sales After Midnight**

- Use Orlando or Winter Garden as an example.
- Ordinance changes will be required.
- Increase enforcement efforts.
- Additional costs to establishments.
- Additional staff may be required.

# Questions and Discussion





# Thanks!



| @CityofKissimmee



**From:** [Olga Sanchez de Fuentes](#)  
**To:** [Tameara Crespo](#)  
**Cc:** [Jackie Espinosa](#); [Mike Steigerwald](#); [Craig Holland](#)  
**Subject:** FW: For the record about bar hours  
**Date:** Tuesday, February 4, 2025 9:30:33 AM

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Tameara,

Please make this document part of the record and distribute to all commissioners.

Thank you,  
Olga

---

**From:** Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>  
**Sent:** Tuesday, February 4, 2025 9:09 AM  
**To:** Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>  
**Subject:** Fwd: For the record about bar hours

Sent from my iPhone

Begin forwarded message:

**From:** Yoniel Mayans <[mayansyoniel@gmail.com](mailto:mayansyoniel@gmail.com)>  
**Date:** February 4, 2025 at 7:59:14 AM EST  
**To:** Jackie Espinosa <[Jackie.Espinosa@kissimmee.gov](mailto:Jackie.Espinosa@kissimmee.gov)>  
**Subject:** For the record about bar hours

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

I will not be able to attend the meeting you are hosting today because I am afraid of retaliation as I am a tenant in a house right by the lake.

The noise is truly out of control in my opinion.

The crowd is less than friendly and YES, drugs are sold at certain bars in the night scene. I have gone to a bathroom there where I have been offered drugs multiple times.

I went with my family to try and have dinner at the new place when it sold

mediterranean food some time ago and the actual bar tender offered me drugs. I thought it was a joke but it was not. I don't frequent this place any longer because it is just getting worse. I work early morning and cant sleep cause of the constant noise and what are the cops really doing about it.? I know we have a cop issue but they might just be to young and inexperienced to handle this type of behavior.

If I go today and state my opinion, I am afraid for my safety cause I do walk in the lakefront to walk my dog.

I would like to make a recommendation and that is to turn off the music completely at 11 pm and leave the alcohol so that businesses expressing their concerns don't get affected. Maybe till 1 am and this will help everyone.

Can you please read this into the record ?

Again, I am a neighbor that loves living downtown but this is going nowhere, really fast.

With much respect,

Jony M.

**From:** [Olga Sanchez de Fuentes](#)  
**To:** [Tameara Crespo](#); [Mike Steigerwald](#)  
**Subject:** FW: Downtown Alcohol sales  
**Date:** Tuesday, February 4, 2025 10:11:02 AM

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More letters for the record.

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**From:** Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>  
**Sent:** Tuesday, February 4, 2025 10:00 AM  
**To:** Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>  
**Subject:** Fwd: Downtown Alcohol sales

Can we add this one also?

He is a retired KPD guy and I want to be cognizant of this as well.

Jackie  
Sent from my iPad

Begin forwarded message:

**From:** Brian West <[brian@westcrash.com](mailto:brian@westcrash.com)>  
**Date:** January 31, 2025 at 11:47:01 AM EST  
**To:** Jackie Espinosa <[jackie.espinosa@kissimmee.gov](mailto:jackie.espinosa@kissimmee.gov)>, Noel Ortiz  
<[Noel.Ortiz@kissimmee.gov](mailto:Noel.Ortiz@kissimmee.gov)>, Angela Eady <[ANGELA.EADY@kissimmee.gov](mailto:ANGELA.EADY@kissimmee.gov)>,  
"Carlos Alvarez, III" <[Carlos.alvarez@kissimmee.gov](mailto:Carlos.alvarez@kissimmee.gov)>,  
[janette.martinez@kissimee.gov](mailto:janette.martinez@kissimee.gov)  
**Cc:** John Siudut <[john@vintagevino.com](mailto:john@vintagevino.com)>, John Fields  
<[johnfields@jackfieldsagency.com](mailto:johnfields@jackfieldsagency.com)>  
**Subject: Downtown Alcohol sales**

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

Mayor Espinosa and Commissioners,

I have met most of you in the past, but it has been a while, and for those I haven't met yet, I am Brian West. I retired from the Kissimmee Police Department in August of 2020. While there I was a Motorcycle officer and Traffic Homicide Investigator for most of my time with the department.

Historic Downtown Kissimmee was my beat for several of my early years with the police department, as a traffic officer, I dealt with the many traffic complaints, which resulted in a lot of time downtown trying to keep the streets safe. Although I've been retired for almost 5 years already, downtown Kissimmee still holds a special place in my heart. I still frequent many of the businesses. My good friend John runs Vintage Vino (now at 1881), I LOVE the White Rose Bookstore, and I still eat at Three Sisters and 1881. Unfortunately, my favorite antique stores retired. Mayor Espinosa, I admit it's been far too long since I've had lunch at the Diner, but I promise to make a special trip there soon!

I am writing regarding the proposal I've heard about that would ban alcohol sales in the downtown area after midnight. I personally believe that will be a big mistake. Our bars and restaurants in the downtown area are already struggling to find a consistent customer base and ending their ability to serve past midnight will put them at a huge disadvantage over their competitors located in nearby areas. They will lose customers, and we will lose some of our great restaurants.

I know and understand safety is a concern, I just think there are better ways to address the safety issues. One thing could be stronger enforcement of the existing noise ordinance. Since Vintage Vino moved and stopped complaining about the Dakin Avenue mess, the noise has gotten much worse. Several times the noise from the various venues was so loud, it was physically painful to walk Dakin Avenue. The loud music attracts a more difficult and unruly crowd which also brings an increase in crime to the area.

I also know there are concerns about the pedestrian and traffic safety along Broadway. I can say that I've always disliked the location of the speed tables (speed humps) on Broadway located at the entrance to the intersections. Those speed tables do work to slow down traffic, but at their current locations, they obstruct the view of the marked crosswalk and create confusion among the pedestrian and the vehicle drivers. The pedestrians do not know if the vehicle is slowing for them to cross or slowing for the speed table. As I patrolled downtown as an officer, I saw several near miss incidents, and as a pedestrian, I've almost been struck several times due to that confusion. I strongly recommend removing those speed tables and installing raised crosswalks. The raised crosswalks increase visibility both for the drivers and the pedestrians and achieve the traffic calming (slowing) for vehicle traffic that Broadway needs. When compared to other traffic control systems, they are also relatively inexpensive.



Anyway, all of that to say I urge you to vote NO to this proposed ordinance restricting alcohol sales and concentrate on finding other ways to increase safety in our downtown area.

Thank you for your time,

**Brian J. West, ACTAR #3065**

President, Lead Reconstructionist

West Crash Consulting, llc.

St Cloud, Florida 34771

Cell: 407.908.8345

**Privileged And Confidential Email**

This message is confidential and intended only for the people addressed in this communication. If you received this message in error, please delete this message without reading or copying this message and/or any attachments. This message may contain information that would be considered attorney work product or attorney-client privileged communication. If you received this message in error, please notify the sender immediately by email.

**From:** [Olga Sanchez de Fuentes](#)  
**To:** [Tameara Crespo](#)  
**Cc:** [Mike Steigerwald](#)  
**Subject:** FW: Workshop on Early Closing  
**Date:** Tuesday, February 4, 2025 10:51:54 AM  
**Attachments:** [Closing.pdf](#)

---

OK

---

**From:** Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>  
**Sent:** Monday, February 3, 2025 11:34 PM  
**To:** Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>  
**Subject:** Fwd: Workshop on Early Closing

This person would like this read into the record. Please advise.

Jackie

Sent from my iPhone

Begin forwarded message:

**From:** Robert Burleson <[rhburleson@yahoo.com](mailto:rhburleson@yahoo.com)>  
**Date:** February 3, 2025 at 4:15:41 PM EST  
**To:** Jackie Espinosa <[Jackie.Espinosa@kissimmee.gov](mailto:Jackie.Espinosa@kissimmee.gov)>, Noel Ortiz <[Noel.Ortiz@kissimmee.gov](mailto:Noel.Ortiz@kissimmee.gov)>, Angela Eady <[Angela.Eady@kissimmee.gov](mailto:Angela.Eady@kissimmee.gov)>, "Carlos Alvarez, III" <[CARLOS.ALVAREZ@kissimmee.gov](mailto:CARLOS.ALVAREZ@kissimmee.gov)>, Janette Martinez <[Janette.Martinez@kissimmee.gov](mailto:Janette.Martinez@kissimmee.gov)>  
**Subject:** Workshop on Early Closing

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

Dear Mayor, Vice Mayor, and Commissioners,

Like many interested parties and stakeholders, I am unable to attend a meeting at 3:00 on a Tuesday afternoon. I would be interested in seeing multiple meetings held on issues that concern our community. Scheduled meetings that include both evening and weekend sessions. These issues matter to our community and you should welcome all of our input.

On that note, I have attached a letter expressing my opinion on the issue at hand. I would appreciate if both this email and my letter could be read at the meeting and my opinion be taken into consideration

Thank you,  
Robert Burleson

Dear Mayor Espinosa and Commissioners Ortiz, Eady, Alvarez III, and Martinez,

I am writing to express my concerns regarding the proposal to mandate a 12:00 AM closing time for bars and other establishments in Kissimmee. I believe this measure may not yield the intended benefits and could have unintended consequences for our community.

**Minimal Crime Reductions vs. Economic Losses:**

Many cities that have implemented earlier bar closing times have discovered that the minimal decreases in crime do not outweigh the dramatic economic losses experienced by businesses and the city itself. As a result, these cities have often reverted to their original hours. This demonstrates the need to balance public safety with economic vitality and to recognize that earlier closures may not be the most effective solution.

**Crime in Kissimmee:**

The notable incidents of crime in the Kissimmee area appear isolated and would not have been impacted by earlier bar closures. For instance:

1. The shooting at a Hookah Lounge on Vineland occurred around 4:00 AM.
2. The shooting at Breeze took place prior to 9:00 PM.
3. The fight that led to young people running down Dakin Avenue is the only incident that could arguably be linked to late-night activity, but it is far too isolated to justify such a sweeping measure.

It's essential to consider whether a more targeted approach, such as increased police presence, would be more effective in addressing these specific concerns. By an increased presence, I am referring to something more than a couple of officers standing on the corner, thumbs in belt loops, for an hour or two, and something far more meaningful than a police cruiser abandoned in the median on Broadway for several days. I am pointing toward real community policing by officers who are part of the community and who speak to people, and who are ready to enforce the current noise ordinances.

**Noise Complaints and Ordinance Enforcement:**

Regarding noise complaints, the city already has a noise ordinance in place. The issue lies not in the lack of regulation but in the enforcement of existing rules. Anyone who has spent time in downtown Kissimmee can attest that the primary offenders are excessively loud stereos from passing vehicles, particularly slingshots, not the establishments themselves. Enforcing these noise ordinances could address residents' concerns without negatively impacting businesses.

**Economic Impact and Spillover Effects:**

Implementing earlier closing times could have significant economic repercussions. Beyond the direct impact on bars, other businesses that cater to late-night patrons—such as restaurants, transportation services, and convenience stores—would also experience reduced revenue. The night-time economy supports a diverse range of services and employment opportunities, and restricting operating hours could disrupt this ecosystem, leading to broader economic challenges for our community.

**Community Engagement:**

Lastly, I urge the commission to ensure community participation by scheduling meetings at accessible times or providing alternative means for input. The current timing of the "Commission Workshop" at 3:00 PM on a Tuesday limits the ability of many residents to voice their concerns.

In conclusion, while the goal of reducing crime and promoting public safety is paramount, it's crucial to base policy decisions on comprehensive data and ensure meaningful community engagement. I respectfully request that the commission carefully consider the potential impacts of the proposed closing time change and explore alternative solutions.

Thank you for your attention to this matter.

Sincerely,

Robert Burleson



**From:** [Minerva Vazquez](#)  
**To:** [Tameara Crespo](#)  
**Cc:** [Olga Sanchez de Fuentes](#)  
**Subject:** FW: Tomorrow's 3pm Workshop Agenda  
**Date:** Tuesday, February 4, 2025 11:55:35 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

---

Hey Tameara,

I will be forwarding you emails that Janette is requesting to have them printed for today's workshop.

Thanks,

**Minerva Vazquez**

Executive Administrative Assistant to the  
City Commission & City Manager  
City of Kissimmee

101 Church Street, Suite 500  
Kissimmee, FL 34741  
Phone: (407) 518- 2300  
[minerva.vazquez@kissimmee.gov](mailto:minerva.vazquez@kissimmee.gov)



---

**From:** Janette Martinez <Janette.Martinez@kissimmee.gov>  
**Sent:** Tuesday, February 4, 2025 11:01 AM  
**To:** Minerva Vazquez <MINERVA.VAZQUEZ@kissimmee.gov>  
**Subject:** Fwd: Tomorrow's 3pm Workshop Agenda

Can you please print.  
Sent from my iPhone

Begin forwarded message:

**From:** Janette Martinez <[janette.martinez@kissimmee.gov](mailto:janette.martinez@kissimmee.gov)>  
**Date:** February 3, 2025 at 10:43:10 PM EST

**To:** Spivey Kristin <[kvspivey@gmail.com](mailto:kvspivey@gmail.com)>

**Subject: Re: Tomorrow's 3pm Workshop Agenda**

My pleasure.

Sent from my iPhone

On Feb 3, 2025, at 9:40 PM, Kristin Spivey <[kvspivey@gmail.com](mailto:kvspivey@gmail.com)> wrote:

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

I made my big speech and then forgot my attachments on your email.  
Lol My apologies.

Thank you for your response. I am hopeful that your fellow commissioners took the time to read as well, but unfortunately so far you have been the only acknowledgment that I have received. Thank you for all you do, but especially for making your constituents feel like they are listened to.

Have a good night,

Kristin

<IMG\_8235.png>

<IMG\_8234.png>

On Feb 3, 2025, at 6:06 PM, Janette Martinez  
<[Janette.Martinez@kissimmee.gov](mailto:Janette.Martinez@kissimmee.gov)> wrote:

Good afternoon Kristin Spivey,

Thank you for reaching out and sharing your thoughts on this important issue. I appreciate the time and effort you took to articulate your perspective and provide insight into how these proposed changes could impact our local businesses and community.

I understand the concerns you've raised about maintaining a vibrant and safe Downtown Kissimmee, as well as the potential unintended consequences of early closures on businesses, employees, and visitors. Your firsthand experience as a longtime resident and business manager is invaluable in this discussion.

I will ensure that your email is acknowledged during the workshop and will carefully consider your points as we move forward in shaping policies that balance public safety with economic growth. If there are any updates following the meeting, I will keep you informed.

Thank you again for your engagement and dedication to our community.

Best regards,

Commissioner Janette Martinez

407-414-7311

Sent from my iPhone

On Feb 3, 2025, at 5:50 PM, Kristin Spivey  
<[kvspivey@gmail.com](mailto:kvspivey@gmail.com)> wrote:

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

Good afternoon Commissioner Martinez,

I realize that the workshop taking place tomorrow has the intention of getting public feedback regarding street closures and changes to alcohol regulations, but I wanted to take a moment to email my elected representatives prior to this meeting to express my thoughts on the matter.

I have lived within .5 miles of Historic Downtown Kissimmee for over 20 years now and have always worked in the heart of Kissimmee (on Broadway) and I have been on this journey with my hometown. I have lived here before there was a nightlife- the only thing open past 9pm was Mrs. Mac's (if we were lucky)- and I have lived here since businesses have slowly began popping up and now keeping people downtown until almost 2am. I feel safer now than I ever have. Why? Because even with a homeless problem, the through traffic, the dark alleyways scattered between where I am and my car is, etc- there are people around. In my 20's you wouldn't catch me Downtown after dark because there were very little residents and there was nothing open. The more people out during for as many hours possible, the better. A vibrant and bustling downtown has been born, with more and more residents choosing to reside in the CRA district every day.



If you have been to Downtown Orlando since they created 12am restrictions, restaurants have shuttered their doors and their exterior lights are off. Walking from a surviving restaurant to Amway Arena down Church St- once a vibrant area with live music, pretty storefronts, and people sitting at tables outside laughing and socializing- is now dark and borderline eerie. It's mind-blowing how much it has changed in such a short time. We are NOT Downtown Orlando- we are a small, mom and pop downtown compared to them and have many safety variables at our disposal, but closing things early being the safety variable that we choose to exercise would be devastating to businesses just as it has on Church St.

I am the manager of 1881 Restaurant the part I enjoy most about my job is talking to our clientele about who they are, where they are from, what they do, and so on. We have two big waves of customers- the first one are your usual diners that come out around 6 or 7pm and have dinner and drinks, and this wave is mixed with locals, tourists, and a few tables from time to time that came here from Orlando and surrounding areas wanting to try something new. The other half is our 9pm/10pm dinner crowd. This crowd is combined of two groups- first, basically "the service industry" of Central Florida. I will attach a few screenshots of statistics showing how much of your residents are considered "service, entertainment, retail, etc" compared to the rest of the general population's residents. These people get off work when malls close or they are cut from

their serving shifts at restaurants near Disney and other tourist areas. These people do not get off work at 5 and 6pm and have the luxury of eating and having a cocktail at “dinner time” and then a couple more until midnight if they really want to “let their hair down”. They are selling clothes, serving food and entertaining others at theme parks until their shift is over, and then grabbing food and drinks with friends after. The other part of the later crowd are our tourists leaving conventions late or just eating on a different time zone, as Central FL is the tourist capital of the world. You wouldn’t believe how many tables we had coming from Mecum Auctions at Heritage Park late, saying they were eating on “Denver, Phoenix, Portland” time. We are not selling to a crowd that has been partying for 6 hours, out until 2am. We are not creating a toxic and dangerous atmosphere, we are serving (responsibly) a crowd that just starts out later. They will spend their money elsewhere and we will not get that 2nd wave of customers that WITHOUT A DOUBT keep 1881 Restaurant open. They will not grace our doors at 9 and 10 pm for dinner and drinks if last call is at 11:30 (we do last call 30 mins prior to City Ordinances).

The other argument that I would like to put forward is that I am 1000% for the Connect Kissimmee project, that we feel confident would improve the ambiance and pedestrian safety Downtown. This would finally accomplish decades of work put forth by others to make Downtown Kissimmee a destination contending with Winter Park,

Winter Garden, and many other Historic Downtown areas doing it right. This could be a painful project for the businesses and property owners downtown as the phases of construction ensue, but we feel that it is worth it for the long term outcome. Please do not create ordinances at this time that would hinder any kind of income to these entrepreneurs, property owners, and employees of businesses whose income could be impacted by Emmett/Broadway/Main construction should you choose to move forward with that awesome project. Project aside, don't create ordinances that do this anyways- food costs are at an all time high, minimum wage is going up, cost of living (rent, medical and childcare especially) for our 23 staff members is higher than ever. Please help us, don't hurt us.

Keep in mind that I have four children. Nothing- especially financial gain- would have me out after 12pm in Downtown Kissimmee if I felt like I wasn't safe, and I'm in Downtown Kissimmee every weekend after midnight. If you would like to know what makes me feel unsafe, we can save that for a later discussion but it is definitely not street closures for special events and alcohol sales.

Please let me know that you took the time to read this, as I took way too much time gathering my thoughts and putting them into an email.

Sincerely,

Kristin Spivey  
805 Neptune Rd.  
Kissimmee, FL  
(407)415-0134

Kristin Parsons Spivey  
Latitude 28 Real Estate Brokerage  
(407)415-0134

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**From:** [Minerva Vazquez](#)  
**To:** [Tameara Crespo](#)  
**Cc:** [Olga Sanchez de Fuentes](#)  
**Subject:** FW: Opposition to the Proposal to Ban Alcohol Sales After 12 AM  
**Date:** Tuesday, February 4, 2025 11:55:46 AM

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**From:** Janette Martinez <Janette.Martinez@kissimmee.gov>  
**Sent:** Tuesday, February 4, 2025 11:04 AM  
**To:** Minerva Vazquez <MINERVA.VAZQUEZ@kissimmee.gov>  
**Subject:** Fwd: Opposition to the Proposal to Ban Alcohol Sales After 12 AM

Sent from my iPhone

Begin forwarded message:

**From:** Jackeline Rivera <[sorellevitacouture@yahoo.com](mailto:sorellevitacouture@yahoo.com)>  
**Date:** January 31, 2025 at 11:06:47 AM EST  
**Subject: Opposition to the Proposal to Ban Alcohol Sales After 12 AM**

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

Good morning to all our wonderful City of Kissimmee Commissioners

I am writing to express my opposition to the proposal to ban the sale of alcohol after 12 AM. As a proud business owner in Downtown Kissimmee, I strongly believe this policy would have a detrimental impact on the vibrancy and economic growth of our community.

I own Sorelle Vita Couture Bridal Shop, located at the corner of Broadway and Monument. My boutique thrives on the steady flow of foot traffic in our area. The bars and restaurants that remain open late, serving food and alcohol, play a significant role in bringing people to Downtown Kissimmee, especially the younger crowd of legal drinking age who are often in the "getting married" stage of life, making them potential customers for my business.

If this ban is enacted, it will likely discourage visitors from spending their evenings in Downtown Kissimmee, driving them to other cities that offer the late-night entertainment and experiences they seek. This would not only hurt the hospitality and nightlife sectors but also negatively affect neighboring businesses like mine that rely on the overall activity and

movement within the area.

Let's focus on keeping business and revenue within our city, supporting local establishments, and fostering the continued growth and prosperity of Downtown Kissimmee.

Thank you for your time and consideration. I urge you to reconsider this proposal for the benefit of our community.

Sincerely,  
Jackeline Cortes Rivera  
Owner/ Designer  
Sorelle Vita Couture Bridal  
201 Broadway Ave.  
Kissimmee, FL. 34743  
<http://www.sorellevitacouture.com>  
Instagram @sorellevitacouture

**From:** [Minerva Vazquez](#)  
**To:** [Tameara Crespo](#)  
**Cc:** [Olga Sanchez de Fuentes](#)  
**Subject:** FW: S2 E5 Kissimmee's New Course: Alcohol and Events Regulation Revisions  
**Date:** Tuesday, February 4, 2025 11:55:58 AM

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**From:** Janette Martinez <goldojose@hotmail.com>  
**Sent:** Tuesday, February 4, 2025 11:03 AM  
**To:** Minerva Vazquez <minerva.vazquez@kissimmee.gov>  
**Subject:** Fwd: S2 E5 Kissimmee's New Course: Alcohol and Events Regulation Revisions

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

Sent from my iPhone

Begin forwarded message:

**From:** "The Barcast (via Patreon)" <[bingo@patreon.com](mailto:bingo@patreon.com)>  
**Date:** January 31, 2025 at 12:53:24 PM EST  
**Subject:** **S2 E5 Kissimmee's New Course: Alcohol and Events Regulation Revisions**

Tune into our next episode of The BarCast as we delve into Kissimmee's proposed changes to key city ordinances. We'll discuss the city's plans to revi... 







[The Barcast](#)

## [S2 E5 Kissimmee's New Course: Alcohol and Events Regulation Revisions](#)

 [Watch in app](#)



Tune into our next episode of The BarCast as we delve into Kissimmee's proposed changes to key city ordinances. We'll discuss the city's plans to revise alcohol sales regulations and special event procedures in the downtown area. Hear about the potential impacts on nightlife, public safety, and local businesses, as well as the city's efforts to balance growth with quality of life for its residents and visitors.

[Watch now](#)

[endif]-->

[endif]-->



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[endif]-->



600 Townsend Street Suite 500  
San Francisco, CA 94103

This email was sent to [goldojose@hotmail.com](mailto:goldojose@hotmail.com)

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**From:** [Minerva Vazquez](#)  
**To:** [Tameara Crespo](#)  
**Cc:** [Olga Sanchez de Fuentes](#)  
**Subject:** FW: Proposed Alcohol Ordinance  
**Date:** Tuesday, February 4, 2025 11:56:13 AM

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**From:** Janette Martinez <Janette.Martinez@kissimmee.gov>  
**Sent:** Tuesday, February 4, 2025 11:04 AM  
**To:** Minerva Vazquez <MINERVA.VAZQUEZ@kissimmee.gov>  
**Subject:** Fwd: Proposed Alcohol Ordinance

Sent from my iPhone

Begin forwarded message:

**From:** Stacy McCland <[stacy@mcclandlaw.com](mailto:stacy@mcclandlaw.com)>  
**Date:** January 30, 2025 at 7:33:42 AM EST  
**Subject: Proposed Alcohol Ordinance**

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

Good Morning Commissioners,

I understand you are considering banning alcohol after midnight for all bars in the city limits of Kissimmee. While there is a faction of people strongly against this ordinance, I would like you to know that there are some quieter, more timid people who are strongly in favor of this ordinance. I don't know that they will show up to your meeting and voice their feelings for fear of retaliation in some cases, and just shyness in others. However, please know they are out there, and they appreciate your efforts in this matter. As you well know, Kissimmee is home to many families and working people in the service industry, and they need quiet time to sleep and be well rested for their challenging daytime lives. This ordinance will go a long way in making that easier for them.

Thank-you, Stacy McCland

--



**Stacy A. McCland  
Attorney**

McCland Law P.A

■ [\(321\)766-9030](tel:(321)766-9030)  
■ [Stacy@mcclandlaw.com](mailto:Stacy@mcclandlaw.com)  
■ <https://www.mcclandlaw.com/>  
■ 241 Ruby Ave, Suite C  
Kissimmee, Florida 34741



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**From:** [Minerva Vazquez](#)  
**To:** [Tameara Crespo](#)  
**Cc:** [Olga Sanchez de Fuentes](#)  
**Subject:** FW: Ban on alcohol consumption  
**Date:** Tuesday, February 4, 2025 11:56:25 AM

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**From:** Janette Martinez <Janette.Martinez@kissimmee.gov>  
**Sent:** Tuesday, February 4, 2025 11:04 AM  
**To:** Minerva Vazquez <MINERVA.VAZQUEZ@kissimmee.gov>  
**Subject:** Fwd: Ban on alcohol consumption

Sent from my iPhone

Begin forwarded message:

**From:** Armando Payamps <[papo30@icloud.com](mailto:papo30@icloud.com)>  
**Date:** January 29, 2025 at 9:07:17 PM EST  
**Subject:** Ban on alcohol consumption

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

Good evening, and may everyone be in good spirits when opening this brief email. As a heavily involved community outreach and support to low income residents throughout our community . I am disturbed after hearing this issue of alcohol consumption after 12am is a concern, (to who)? , this is being announced by someone that prior to being elected MAYOR , the issue with consumption after 12am while campaigning in the downtown Kissimmee area wasn't an issue!! As a small business owner , in the last few years we have increased the population of visitors throughout the downtown area (day or night). It will be an injustice to business owners and works that would be affected if this happens.

The Mayor as a business owner in the downtown area whose business would not be affected because no one visits (crowds) after 5:00 pm

Unless there is a booked event at Matador Taco / Tapas Bar and or the soon to open Vault, traffic to them establishments is to a minimum. There hours are from 8:30am -9:00 pm, "SO WHY NOT MAKE EVERYONE FEEL THE EMPTINESS "  
Please evaluate this matter without prejudice and look at how the visitors to our

businesses conduct themselves throughout the night and incident free.

The goal is to enrich our customers with the experience of the old Kissimmee mixed with the new Kissimmee, regardless of ethnicity and or gender. We have experienced the calibration of all visitors that come through and businesses have seen the increase, with not only the presence of our community, but visitors that come from all over and continue to visit regularly.

We look forward to the meeting and the opportunity to express our concerns on....”WHY WE SHOULD ALLOW BUSINESS TO FLOW LIKE THEY HAVE BEEN “

.....and I remain truly thankful,

Respectfully,

Armando R. Payamps Sr.

Cigar Heads Cigars

Sent from my iPhone

**From:** [Minerva Vazquez](#)  
**To:** [Tameara Crespo](#)  
**Cc:** [Olga Sanchez de Fuentes](#)  
**Subject:** FW: SAVE DOWNTOWN KISSIMMEE  
**Date:** Tuesday, February 4, 2025 11:56:37 AM

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---

**From:** Janette Martinez <Janette.Martinez@kissimmee.gov>  
**Sent:** Tuesday, February 4, 2025 11:04 AM  
**To:** Minerva Vazquez <MINERVA.VAZQUEZ@kissimmee.gov>  
**Subject:** Fwd: SAVE DOWNTOWN KISSIMMEE

Sent from my iPhone

Begin forwarded message:

**From:** Calvin Sanchez <[mrkalvinsanchez@gmail.com](mailto:mrkalvinsanchez@gmail.com)>  
**Date:** January 29, 2025 at 12:51:26 PM EST  
**Subject:** SAVE DOWNTOWN KISSIMMEE

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

Hello I just found out that there is a motion to ban alcohol sales in Kissimmee after midnight. I beg of you to please rethink this. There are thousands of people who come to downtown Kissimmee because it is the only place they feel safe. It's close to home and not full of homeless and violence like in downtown Orlando. Not only that but there are so many businesses that will suffer from this decision. So many people will lose their jobs, and I am one of them. To be honest, I don't understand why this is even being considered. Downtown Kissimmee has been a ghost town for years and finally it has gained life. So many locals and so many tourists love that they have a place they can go that isn't a 40 minute drive away. We have entertainment, cheap food and drinks, free parking. Why would anyone want to take that away? I'm 33 years old making the most money I've ever made in my life. I finally moved out of my parents house, I just bought my first brand new car, I finally found a job that I love and it would absolutely ruin my life if this passes. Please please please! I beg you to reconsider! Thank you!

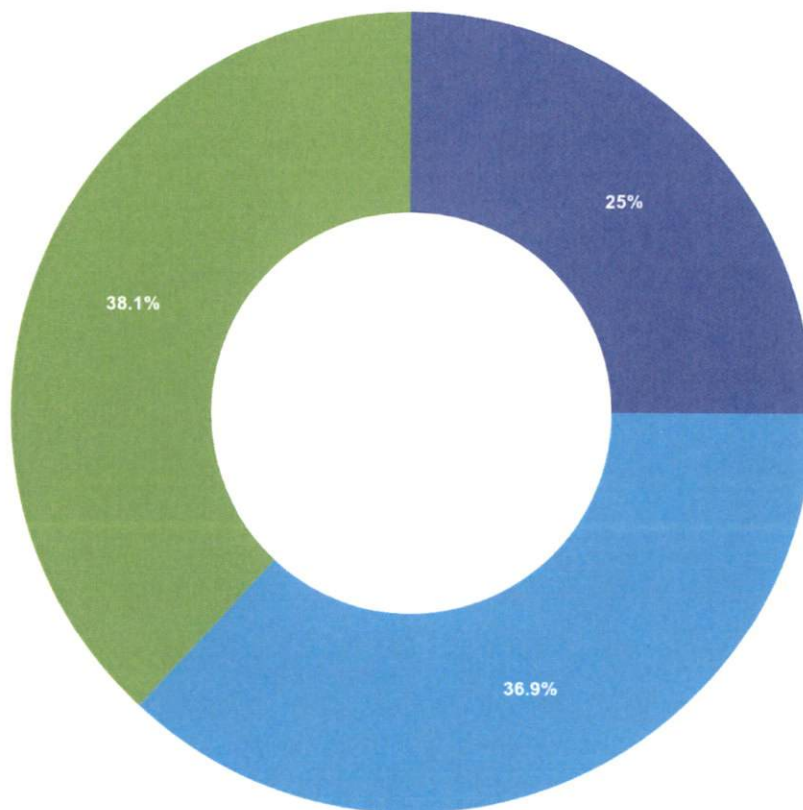


## **Downtown Kissimmee Future (2025)**

Currently there are three key areas the City of Kissimmee Commissioners are discussing and deciding that will directly affect downtown Kissimmee. This completely anonymous survey is designed to provide the thoughts of both the businesses and residents of Kissimmee. We ask you complete the survey in its entirety allowing Kissimmee Main Street to provide an unbiased and unaltered opinion to the commissioners. The survey will only be available until Sunday evening please complete and share it prior to that. We also ask you complete the survey one time.

Q1 Which would best describe you? |

¿Cuál te describiría mejor?\*\*



Answered: 84 Unanswered: 0

| Choice                                                                                                                                                                   | Total |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|  Downtown Kissimmee Business Owner   Propietario de negocio en el centro de Kissimmee | 21    |
|  Downtown Kissimmee Resident   Residente del centro de Kissimmee                      | 31    |
|  Other   Otro/a                                                                       | 32    |

**Q2** When thinking of downtown Kissimmee, how would you describe our CURRENT identity? |

Cuando piense en el centro de Kissimmee, ¿cómo describiría nuestra identidad ACTUAL? \*\*

Tuesday, February 4, 2025 at 12:22 PM UTC

Unorganized Chaos

Tuesday, February 4, 2025 at 6:23 AM UTC

Lost

Tuesday, February 4, 2025 at 6:09 AM UTC

Me gusta la tranquilidad y seguridad.

Tuesday, February 4, 2025 at 2:02 AM UTC

En crecimiento

Tuesday, February 4, 2025 at 1:50 AM UTC

Ambiente acogedor

Tuesday, February 4, 2025 at 12:30 AM UTC

We are a unique City in the heart of Central Flori

Monday, February 3, 2025 at 11:12 PM UTC

Concurrida

Monday, February 3, 2025 at 10:14 PM UTC

**A quaint historical downtown**

Monday, February 3, 2025 at 10:06 PM UTC

**Kissimmee needs help as the population grows**

Monday, February 3, 2025 at 9:57 PM UTC

**A lot of potential but little innovation. Outdated**

Monday, February 3, 2025 at 9:50 PM UTC

**Thriving economic development**

Monday, February 3, 2025 at 9:26 PM UTC

**Not safe, specially when it gets dark.**

Monday, February 3, 2025 at 8:47 PM UTC

**Con mucha fe en la nueva alcaldesa Jackie Espinosa**

Monday, February 3, 2025 at 8:39 PM UTC

**reflects a vibrant multicultural identity.**

Monday, February 3, 2025 at 8:13 PM UTC

**Blend historic charm with modern growth**

Monday, February 3, 2025 at 8:06 PM UTC

**Until las Nov.2024 poca visible**

Monday, February 3, 2025 at 8:02 PM UTC

Innovation, Kissimmee a kiss of kindness...

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Monday, February 3, 2025 at 7:57 PM UTC

Up and rising with newer businesses

---

Monday, February 3, 2025 at 7:40 PM UTC

It is perceived as "ghetto" .

---

Monday, February 3, 2025 at 7:37 PM UTC

A City that is trying to flourish

---

Monday, February 3, 2025 at 7:29 PM UTC

Growing and needing to be watched .

---

Monday, February 3, 2025 at 7:27 PM UTC

In great need of revitalization

---

Monday, February 3, 2025 at 7:25 PM UTC

Not attractive, poor exposure to public, dark

---

Monday, February 3, 2025 at 7:24 PM UTC

Hit or miss. Not necessarily safe at night.

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Monday, February 3, 2025 at 7:21 PM UTC

Kissimmee is a growing community

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Monday, February 3, 2025 at 7:16 PM UTC

**Tranquila sin bulla**

Monday, February 3, 2025 at 7:01 PM UTC

**Nice little old town**

Monday, February 3, 2025 at 7:01 PM UTC

**necesita hacer cambios que el Down sea mas familia**

Monday, February 3, 2025 at 6:59 PM UTC

**It looks like a historical downtown needs lighting**

Monday, February 3, 2025 at 6:58 PM UTC

**Diversa y floreciente de muchos profesionales.**

Monday, February 3, 2025 at 6:55 PM UTC

**Clean, family safe**

Monday, February 3, 2025 at 6:53 PM UTC

**Out of hand dangerous**

Monday, February 3, 2025 at 6:43 PM UTC

**Historic, but too many bars together in one block**

Monday, February 3, 2025 at 6:41 PM UTC

**Muy buena para el turismo**

Monday, February 3, 2025 at 6:41 PM UTC

**Resident who lives close to downtown Kissimmee**

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Monday, February 3, 2025 at 6:41 PM UTC

**Active, fun, diverse**

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Monday, February 3, 2025 at 6:40 PM UTC

**Diverse, exotic, Hispanic, quaint**

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Monday, February 3, 2025 at 6:33 PM UTC

**Boring, dated, only barber shops and nail salons.**

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Monday, February 3, 2025 at 6:30 PM UTC

**Hispanic**

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Monday, February 3, 2025 at 6:28 PM UTC

**Cultural history**

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Monday, February 3, 2025 at 6:26 PM UTC

**Actual**

---

Monday, February 3, 2025 at 6:15 PM UTC

**A city w/ potential but major public safety issues**

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Monday, February 3, 2025 at 6:14 PM UTC

**Not to be save place to go hang out**

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Monday, February 3, 2025 at 5:58 PM UTC

**Great ... almost**

Monday, February 3, 2025 at 5:19 PM UTC

**Vibrant service-oriented**

Monday, February 3, 2025 at 5:04 PM UTC

**Small, not busy, low foot traffic. Historic hub.**

Monday, February 3, 2025 at 4:58 PM UTC

**Restaurantes, Edificios de Gobierno, Residencias**

Monday, February 3, 2025 at 4:56 PM UTC

**Nice and quaint. But a lot of homeless and crime**

Monday, February 3, 2025 at 4:50 PM UTC

**Small town with some major issues**

Monday, February 3, 2025 at 4:38 PM UTC

**Great potential- needs refining.**

Monday, February 3, 2025 at 4:29 PM UTC

**Best city**

Monday, February 3, 2025 at 4:07 PM UTC

**Downtown with potential struggling with some issue**

Monday, February 3, 2025 at 4:06 PM UTC

Engaging, Exciting, Interesting, historical

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Monday, February 3, 2025 at 4:04 PM UTC

Beautiful but need improvement in some areas

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Monday, February 3, 2025 at 4:03 PM UTC

It's so so, some good and some just ok..

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Monday, February 3, 2025 at 5:42 AM UTC

Nice area

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Monday, February 3, 2025 at 2:28 AM UTC

Losing it identity

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Sunday, February 2, 2025 at 10:48 PM UTC

Unique City that Needs a community GARDEN

---

Sunday, February 2, 2025 at 9:44 PM UTC

Latin, Nature, Old Florida

---

Sunday, February 2, 2025 at 2:07 PM UTC

Need improve

---

Sunday, February 2, 2025 at 1:21 PM UTC

By day- not much to do. By night- nightclub

---

Sunday, February 2, 2025 at 6:49 AM UTC

Changing

Sunday, February 2, 2025 at 12:09 AM UTC

Peaceful and unique

Saturday, February 1, 2025 at 10:04 PM UTC

Small town

Saturday, February 1, 2025 at 9:37 PM UTC

I see it currently NOT having an identity.

Saturday, February 1, 2025 at 9:31 PM UTC

Affirmative

Saturday, February 1, 2025 at 9:26 PM UTC

Some cool restaurants. Love the family events.

Saturday, February 1, 2025 at 9:08 PM UTC

Growing Dtk to better with diversity food and bev

Saturday, February 1, 2025 at 9:03 PM UTC

A growing downtown with diversified food beverage

Saturday, February 1, 2025 at 8:03 PM UTC

Still growing



Saturday, February 1, 2025 at 5:50 PM UTC

**Small town atmosphere with traffic issues.**

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Saturday, February 1, 2025 at 4:01 PM UTC

**Hispanic**

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Saturday, February 1, 2025 at 3:25 PM UTC

**Small town.**

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Saturday, February 1, 2025 at 2:45 PM UTC

**Confused**

---

Saturday, February 1, 2025 at 1:43 PM UTC

**familial / mom & pop**

---

Saturday, February 1, 2025 at 1:08 PM UTC

**changing face of characters and culture**

---

Saturday, February 1, 2025 at 12:59 PM UTC

**Old town**

---

Saturday, February 1, 2025 at 12:49 PM UTC

**A team at the beginning of the season, old and new**

---

Saturday, February 1, 2025 at 5:09 AM UTC

**Family oriented, full of events restaurants**

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Saturday, February 1, 2025 at 5:05 AM UTC

Beautiful and relaxing during the day

Saturday, February 1, 2025 at 4:45 AM UTC

Thriving Community driven!!!

Saturday, February 1, 2025 at 4:02 AM UTC

Boring

Saturday, February 1, 2025 at 3:45 AM UTC

We don't have one.

Saturday, February 1, 2025 at 3:23 AM UTC

Restaurant and bar district.

**Answered:** 84   **Unanswered:** 0

**Q3** When thinking of downtown Kissimmee, how would you like to see our FUTURE identity? |

Quando piensa en el centro de Kissimmee, ¿cómo le gustaría ver nuestra identidad FUTURA?\*

Tuesday, February 4, 2025 at 12:22 PM UTC

A peaceful charming villa with less trafic

Tuesday, February 4, 2025 at 6:23 AM UTC

Embracing some of its cattle history enlases within events like the cowboy crawl, cattle run, or even historical escape room, historical theater shows etc

Tuesday, February 4, 2025 at 6:09 AM UTC

Más futurista. Con su toque clásico que viene conservando.

Tuesday, February 4, 2025 at 2:02 AM UTC

Mas iluminado y seguro

Tuesday, February 4, 2025 at 1:50 AM UTC

Area segura, tranquila y crecimiento

Tuesday, February 4, 2025 at 12:30 AM UTC

First, recognized as The City of Kissimmee. Our City. Make it the safest family destination.

Monday, February 3, 2025 at 11:12 PM UTC

Ambiente familiar y seguro

Monday, February 3, 2025 at 10:14 PM UTC

Full of art, activities, events, street markets and decorations.

Monday, February 3, 2025 at 10:06 PM UTC

Safe, wealthy with added morals and values. Education, crime homelessness need to be addressed. We need to clean up. Traffic is overwhelming streets need fixing and business routes need to be added.

Monday, February 3, 2025 at 9:57 PM UTC

More forward thinking mentality. Must be one of the top attractions in Kissimmee. Need more retailers, arts and better targetted marketing strategies. The historic value is not there anymore so it seems like that is keeping Kissimmee Downtown from having a true identity.

Monday, February 3, 2025 at 9:50 PM UTC

More diverse businesses

Monday, February 3, 2025 at 9:26 PM UTC

I would like to see a safe environment and a refined appearance throughout Kissimmee

Monday, February 3, 2025 at 8:47 PM UTC

Con mucha seguridad Guardias que estén rondando los negocios y que podamos estar con nuestros hijos sin temor a que estemos en sitio libre de droga y sobre todo control de bebidas alcohólicas y eso solo se logra 12:am cerrar el consumo de alcohol ,un sitio seguro para pasar calidad de tiempo familiar , pasamos mucho tiempo en Downtown Kissimmee y he visto gente drogada y borrachos tirados fuera del local pasando las borracheras y la notas de drogas por eso no estamos visitando mucho a downtown.

Monday, February 3, 2025 at 8:39 PM UTC

A Brighter Future for Downtown Kissimmee: A Safe & Welcoming Destination for Tourists and Locals

Downtown Kissimmee has the potential to be a vibrant, safe, and inviting destination that attracts not only

residents and families but also tourists visiting Disney and Central Florida. However, the current challenges—especially regarding safety, crime, and lack of well-maintained public spaces—make it difficult for visitors to enjoy all that Kissimmee has to offer.

For the future, I envision a revitalized, family-friendly, and dynamic downtown where visitors and residents can explore, dine, and experience culture without concerns about safety.

#### 1. A Safer & More Secure Downtown for Visitors & Residents

- ☐ Increased law enforcement presence to prevent crime and ensure a welcoming atmosphere, especially at night.
- ☐ Better lighting and surveillance in key areas to deter illegal activities.
- ☐ A crackdown on drug activity and gang presence, making Kissimmee a more attractive destination for tourists and locals.
- ☐ A stronger focus on cleanliness and maintenance, ensuring streets, parks, and public spaces are kept in top condition.

#### 2. A Tourist-Friendly Experience That Complements Disney & Other Attractions

- ☐ More upscale dining and entertainment options that appeal to visitors looking for experiences beyond the theme parks.
- ☐ Stronger branding and marketing to position Kissimmee as a must-visit stop for Disney tourists.
- ☐ Shuttle or transit services connecting Disney visitors to Downtown Kissimmee, making it easy for them to explore the area.
- ☐ A vibrant nightlife scene that feels safe and inviting, with music, events, and cultural experiences that reflect the city's diversity.

#### 3. A Beautiful & Walkable Downtown

- ☐ Wider sidewalks, pedestrian zones, and improved crosswalks to encourage walking and exploring.
- ☐ More green spaces, parks, and outdoor gathering areas where families and visitors can relax.
- ☐ Public art installations, murals, and cultural landmarks that showcase Kissimmee's unique identity.
- ☐ Better signage and wayfinding to help tourists navigate the area and discover hidden gems.

#### 4. A Stronger Business & Economic Hub

- ☐ Incentives for new businesses—boutique shops, high-end restaurants, and entertainment venues—to



set up in downtown.

- ☐ Support for local entrepreneurs and small business owners to create unique attractions and experiences for visitors.
- ☐ A more vibrant event calendar, including food festivals, live music, and cultural celebrations that draw both locals and tourists.

#### 5. A Destination That Encourages Repeat Visits

- ☐ Enhancing the connection between Lakefront Park and Downtown Kissimmee, making it a key attraction for families and visitors.
- ☐ Family-friendly events and attractions that encourage tourists to visit more than just once.
- ☐ Improving lodging options in or near downtown, offering a more immersive experience for those who want to explore beyond Disney.

#### The Goal: Making Kissimmee a Must-Visit Destination

By focusing on safety, economic growth, and tourism-friendly initiatives, Downtown Kissimmee can transform into a dynamic and welcoming city center that enhances the overall visitor experience in Central Florida. With Disney just minutes away, there's no reason why Kissimmee shouldn't be a go-to destination for tourists looking to explore beyond the parks.

---

Monday, February 3, 2025 at 8:13 PM UTC

For the future identity of Downtown Kissimmee, I'd envision a place that keeps its historic charm while becoming a more vibrant, walkable, and destination-worthy city center.

A Destination, Not Just a Pass-Through: A place where locals and visitors alike want to come for experiences, dining, entertainment, and culture—not just for government or business errands.

---

Monday, February 3, 2025 at 8:06 PM UTC

More active with the community

---

Monday, February 3, 2025 at 8:02 PM UTC

Kissimmee a kiss of kindness end friendship.

Monday, February 3, 2025 at 7:57 PM UTC

The place to go. I want to see constant foot traffic, people dining in every restaurant, to the point where there are lines waiting outside in most of them and more retail shopping.

---

Monday, February 3, 2025 at 7:40 PM UTC

I'd like it to be along the lines of Winter Park or Downtown Sarasota with shops and restaurants that feature live music and outdoor seating.

---

Monday, February 3, 2025 at 7:37 PM UTC

Like Winter Park

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Monday, February 3, 2025 at 7:29 PM UTC

Mix businesses and residential.

---

Monday, February 3, 2025 at 7:27 PM UTC

Striving with small businesses

---

Monday, February 3, 2025 at 7:25 PM UTC

More activities, businesses, more  
Lighting on the trees and streets

---

Monday, February 3, 2025 at 7:24 PM UTC

More open. Better lighting. Less traffic. More safe. Less gang/gun activity.

---

Monday, February 3, 2025 at 7:21 PM UTC

A bold and vibrant community engaged in service and connection. A bustling downtown with a beautiful lakefront attracting millions of visitors from all over the world. A community that cares for its seniors, veterans and those in need. A community that celebrates its tapestry of culture and diversity through programming and events that bring awareness and excitement to the city.

Monday, February 3, 2025 at 7:16 PM UTC

**Que sea la mejor ciudad de Orlando y segura**

Monday, February 3, 2025 at 7:01 PM UTC

**Bright now with the new mayor**

Monday, February 3, 2025 at 7:01 PM UTC

**mejor arreglada trabajar en la tructuras menos janguero por las noches**

Monday, February 3, 2025 at 6:59 PM UTC

**More variety of businesses, more lightning and more family oriented activities. Too many barbershops right now.**

Monday, February 3, 2025 at 6:58 PM UTC

**Combinada y duversa no racista.**

Monday, February 3, 2025 at 6:55 PM UTC

**The place to be**

Monday, February 3, 2025 at 6:53 PM UTC

**Family oriented bustling with thriving shops & business**

Monday, February 3, 2025 at 6:43 PM UTC

**Family friendly restaurants , Golf carts out and about . More inviting for Sunrail riders**

Monday, February 3, 2025 at 6:41 PM UTC

**Muy bien en todo los aspectos**

---

Monday, February 3, 2025 at 6:41 PM UTC

**Thriving and a place people want to visit**

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Monday, February 3, 2025 at 6:41 PM UTC

**The same but with updated restaurants, more budget friendly options, better nightlife for young people.**

---

Monday, February 3, 2025 at 6:40 PM UTC

**A place to spend an entire day with shopping, dining, entertainment and culture. Family friendly places other than the lakefront park and Abracadabra. More retail activity.**

---

Monday, February 3, 2025 at 6:33 PM UTC

**Vibrant, buzzing, with more things to do.**

---

Monday, February 3, 2025 at 6:30 PM UTC

**Diverse safe and fun**

---

Monday, February 3, 2025 at 6:28 PM UTC

**Growing with more tourists**

---

Monday, February 3, 2025 at 6:26 PM UTC

**Inovada**

---

Monday, February 3, 2025 at 6:15 PM UTC

**A beautiful vibrant successful city**

---

Monday, February 3, 2025 at 6:14 PM UTC

**A more friendly and family oriented place**

---

Monday, February 3, 2025 at 5:58 PM UTC

Balance the area's history with diversity with class. Needs to be more than a restaurants, bars and beauty salons.

Monday, February 3, 2025 at 5:19 PM UTC

Vibrant, jobs and service-oriented

Monday, February 3, 2025 at 5:04 PM UTC

More interactive, adventure activities, like panic room, oxe throughing, selfie world. Dancing club (real).

Monday, February 3, 2025 at 4:58 PM UTC

Oportunidad para negocios que infundan tiempo en familia, area para deportes, Arte/cultura, Sunday market que provea oportunidad de promover pequenos negocios.

Monday, February 3, 2025 at 4:56 PM UTC

Bright and beautiful downtown with booming economy for people with money to frequent for more tips for workers like myself.

Monday, February 3, 2025 at 4:50 PM UTC

Safe and successful downtown with thriving retail businesses, restaurants and responsible owner bars.

Monday, February 3, 2025 at 4:38 PM UTC

Local retail, dining, entertainment district.

Monday, February 3, 2025 at 4:29 PM UTC

Iluminación



Monday, February 3, 2025 at 4:07 PM UTC

Diverse High net worth customers helping grow our community.

---

Monday, February 3, 2025 at 4:06 PM UTC

I would like to see DTK be Ground breaking, innovative, interactive, and inclusive. The impact that Mainstreet makes in the city can also be felt by vendors outside of the brick and mortar space. It would be nice for ecommerce to be included as well.

---

Monday, February 3, 2025 at 4:04 PM UTC

More secured

More attractive to tourism

Greater opportunities for residents and people moving to the City

---

Monday, February 3, 2025 at 4:03 PM UTC

Exciting, historic, modern, destination with mix things to do.

---

Monday, February 3, 2025 at 5:42 AM UTC

Fun and safe area.

---

Monday, February 3, 2025 at 2:28 AM UTC

More shopping

---

Sunday, February 2, 2025 at 10:48 PM UTC

Solar power scooters, parking meters having a location like East End Market with little shops inside.

---

Sunday, February 2, 2025 at 9:44 PM UTC

Walkable and bikeable, more businesses

---

Sunday, February 2, 2025 at 2:07 PM UTC

No traffic

Sunday, February 2, 2025 at 1:21 PM UTC

Family, food, shopping, home.

Sunday, February 2, 2025 at 6:49 AM UTC

Something for everyone

Sunday, February 2, 2025 at 12:09 AM UTC

Diverse and social and profitable

Saturday, February 1, 2025 at 10:04 PM UTC

A community gathering center open to visitors. A military friendly town.

Saturday, February 1, 2025 at 9:37 PM UTC

Focusing on promoting and sharing different cultures and traditions from around the world NOT gender and sexual inclusion

Saturday, February 1, 2025 at 9:31 PM UTC

Yes

Saturday, February 1, 2025 at 9:26 PM UTC

Rip down those apartments

Saturday, February 1, 2025 at 9:08 PM UTC

Make Dtk better and more touristy with food and beverages options

Saturday, February 1, 2025 at 9:03 PM UTC

**Growth on current path**

---

Saturday, February 1, 2025 at 8:03 PM UTC

**Variety**

---

Saturday, February 1, 2025 at 5:50 PM UTC

**Friendly, keeping residential areas alone.**

---

Saturday, February 1, 2025 at 4:01 PM UTC

**More Diverse**

---

Saturday, February 1, 2025 at 3:25 PM UTC

**Continue small down town communit**

---

Saturday, February 1, 2025 at 2:45 PM UTC

**Destination**

---

Saturday, February 1, 2025 at 1:43 PM UTC

**multicultural & comfortable**

---

Saturday, February 1, 2025 at 1:08 PM UTC

**Wholesome and family friendly**

---

Saturday, February 1, 2025 at 12:59 PM UTC

**More entertainment**

---

Saturday, February 1, 2025 at 12:49 PM UTC

Welcoming to all walks of life from families to strangers.

Saturday, February 1, 2025 at 5:09 AM UTC

More pedestrian oriented with more educational events and stores.

Saturday, February 1, 2025 at 5:05 AM UTC

More minority businesses and don't want to be a replica of Orlando

Saturday, February 1, 2025 at 4:45 AM UTC

United as a whole!

Saturday, February 1, 2025 at 4:02 AM UTC

Not be ghetto

Saturday, February 1, 2025 at 3:45 AM UTC

As a retail, restaurant and entertainment destination.

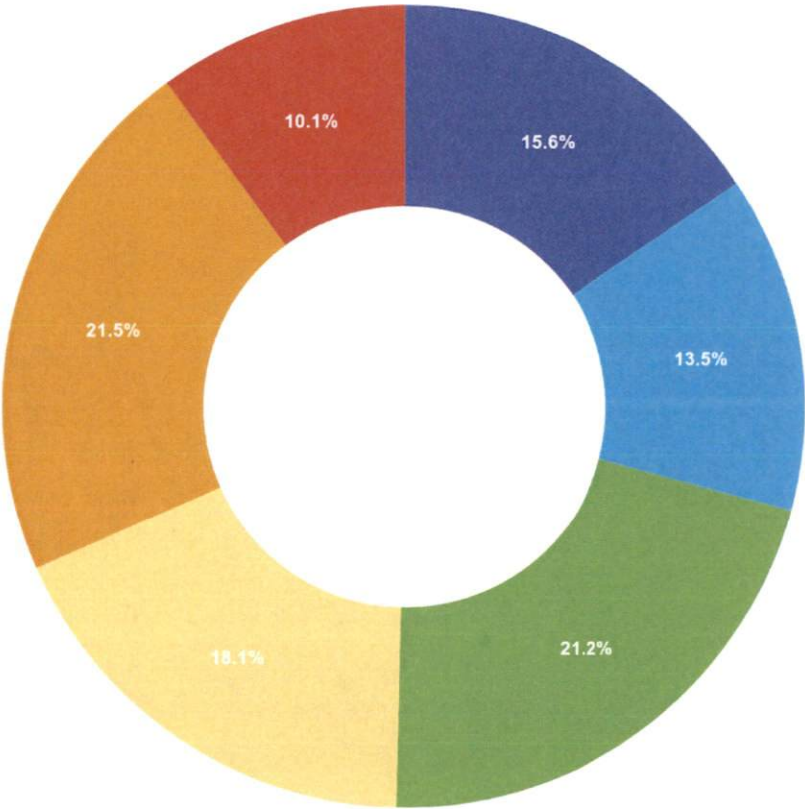
Saturday, February 1, 2025 at 3:23 AM UTC

Shopping, entertainment and restaurants.

**Answered: 84   Unanswered: 0**

**Q4** The City of Kissimmee is preparing to improve the Broadway/Main Street corridor with a new streetscape. In your opinion what would you consider an improvement? |

La ciudad de Kissimmee se está preparando para mejorar el corredor Broadway/Main Street con un nuevo paisaje urbano. ¿En su opinión qué consideraría una mejora?\*



Answered: 84    Unanswered: 0

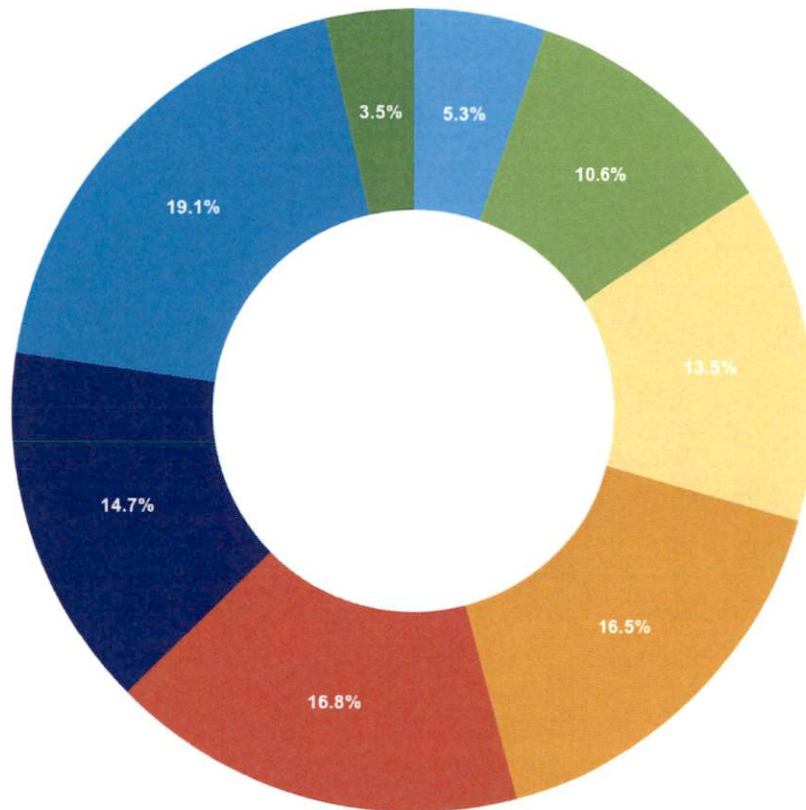
| Choice                                                 | Total |
|--------------------------------------------------------|-------|
| <div></div> Widened Sidewalks   Aceras Ampliadas       | 45    |
| <div></div> Angled Parking   Estacionamiento en ángulo | 39    |
| <div></div>                                            |       |



| Choice                                                                                                                                                           | Total |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Additional Lighting   Iluminación Adicional                                                                                                                      | 61    |
|  Additional Landscaping (trees/plants)   Paisajismo adicional (árboles/plantas) | 52    |
|  Additional seating (benches)   Asientos adicionales (bancos)                   | 62    |
|  Other   Otro/a                                                                 | 29    |

**Q5** Do you frequent downtown establishments? |

¿Frecuentas establecimientos del centro?\*



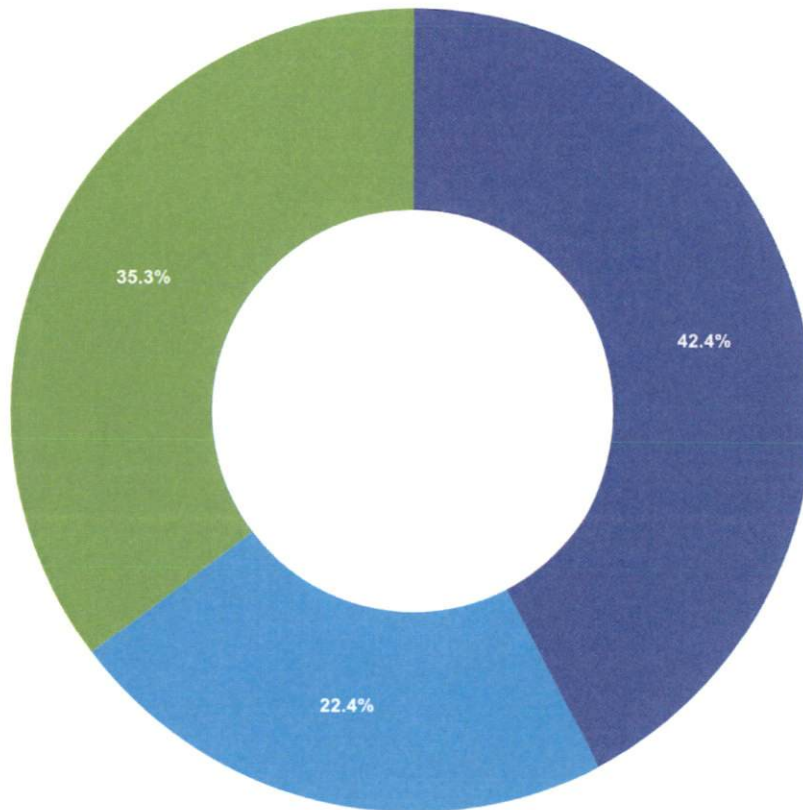
Answered: 84 Unanswered: 0

| Choice                                                                                        | Total |
|-----------------------------------------------------------------------------------------------|-------|
| No                                                                                            | 0     |
| Yes, for hair/beauty appointments   Sí, para citas de peluquería/belleza.                     | 18    |
| Yes, to shop   Si, para comprar                                                               | 36    |
| Yes, for nights and weekend enjoyment   Sí, para disfrutar de las noches y del fin de semana. | 46    |

| Choice                                                                                                                                   | Total |
|------------------------------------------------------------------------------------------------------------------------------------------|-------|
|  Yes, for breakfast/coffee   Sí, para el desayuno/café. | 56    |
|  Yes, for lunch   Si, para almorzar                     | 57    |
|  Yes, for dinner   Si, para cenar                       | 50    |
|  Yes, for Special Events   Sí, para eventos especiales  | 65    |
|  Other   Otro/a                                         | 12    |

**Q6** Do you believe downtown Kissimmee has a positive image? |

¿Cree usted que el centro de Kissimmee tiene una imagen positiva?\*



Answered: 84 Unanswered: 0

| Choice                                                                              |                | Total |
|-------------------------------------------------------------------------------------|----------------|-------|
|  | Yes   Si       | 36    |
|  | No             | 19    |
|  | Other   Otro/a | 30    |

**Q7** What would you say we need more of in downtown Kissimmee? |

¿Qué dirías que necesitamos más en el centro de Kissimmee?\*

Tuesday, February 4, 2025 at 12:22 PM UTC

A new face

Tuesday, February 4, 2025 at 6:23 AM UTC

Family Friendly Entertainment, Retail Shops, A Theater (Plays & Movies), Plant Shop, Grocery Store (Bodega), Asian Cuisine,

Tuesday, February 4, 2025 at 6:09 AM UTC

Entretenimiento en general.

Tuesday, February 4, 2025 at 2:02 AM UTC

Seguridad

Tuesday, February 4, 2025 at 1:50 AM UTC

Promoter actividades para desarrollar una. Imagen positiva y un crecimiento de valores que engrandescan al centro de Kissimmee

Tuesday, February 4, 2025 at 12:30 AM UTC

Mire family events. More sidewalk eatery.

Monday, February 3, 2025 at 11:12 PM UTC

Seguridad



Monday, February 3, 2025 at 10:14 PM UTC

Shops, internet cafes, events on the weekends

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Monday, February 3, 2025 at 10:06 PM UTC

Police presence. Also it is too congested. I would love to see more Cristian events like big concerts or something. Music in motion production by Elmer Perez is the best connection for this ☐

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Monday, February 3, 2025 at 9:57 PM UTC

Downtown Kissimmee needs a facelift, there's no consistency within the district. A more updated look that includes technology integration, innovation, and attracts young professionals and investors to the area. Changes that show the city's commitment to a brighter, more welcoming place for touristic visitors and residents, and our neighbors from other counties.

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Monday, February 3, 2025 at 9:50 PM UTC

Police presence

---

Monday, February 3, 2025 at 9:26 PM UTC

Safety, improved appearance, relevant businesses

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Monday, February 3, 2025 at 8:47 PM UTC

Ya tenemos una nueva alcaldesa solo falta que le permitan trabajar

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Monday, February 3, 2025 at 8:39 PM UTC

Stronger Policies for a Safer and More Upscale Downtown Kissimmee

To improve safety, quality of life, and the overall image of Downtown Kissimmee, stronger policies and enforcement are needed, especially regarding alcohol regulations, drug activity, and motorcycle control.

1. Stricter Alcohol Policies & Bar Regulations

- ☐ Enforce earlier last-call times for alcohol sales in bars and clubs to prevent excessive late-night rowdiness.
- ☐ Limit the number of new bar licenses to prevent an over-saturation of nightlife establishments.
- ☐ Stronger penalties for overserving intoxicated customers and stricter monitoring of liquor license violations.
- ☐ Mandatory security requirements for bars to have trained staff managing crowds and ensuring safety.
- ☐ Noise control policies to prevent excessive disturbances, especially in residential areas.

## 2. Stronger Crackdown on Drug Activity

- ☐ Increased police patrols and undercover operations to target drug-related crimes.
- ☐ More surveillance cameras and security checkpoints in high-crime areas.
- ☐ Stronger penalties for drug distribution and public drug use, ensuring swift legal action.
- ☐ More partnerships between law enforcement and community organizations to prevent and reduce drug-related issues.

## 3. Tighter Motorcycle & Traffic Control Policies

- ☐ Stronger regulations on reckless motorcycle behavior such as excessive speeding and dangerous riding in pedestrian-heavy areas.
- ☐ Strict noise ordinance enforcement on motorcycles and vehicles with loud exhaust systems.
- ☐ More traffic enforcement officers monitoring Main Street and Broadway to ensure compliance with safety laws.
- ☐ Designated motorcycle parking zones away from main pedestrian areas to prevent disturbances.

## 4. More Law Enforcement & Community Safety Measures

- ☐ Dedicated downtown police unit focused on nightlife enforcement.
- ☐ Increased fines for public intoxication, disorderly conduct, and noise violations.
- ☐ More collaboration between business owners and law enforcement to report and prevent issues proactively.
- ☐ Neighborhood watch and business-led safety initiatives to encourage community involvement.

## The Goal: A Safe, Controlled, and Family-Friendly Downtown

By implementing and strictly enforcing these policies, Downtown Kissimmee can shift toward a more upscale, secure, and welcoming destination that attracts families, professionals, and high-end businesses

while reducing crime and disorder.

---

Monday, February 3, 2025 at 8:13 PM UTC

Downtown Kissimmee has a strong foundation, but to truly thrive as a destination, here's what I believe it needs more of:

A small performing arts center or outdoor amphitheater for concerts and cultural events.

More Walkability & Connectivity like better bike lanes and micro-mobility options (like scooters or small shuttles).

Trendy coffee shops, craft breweries, and diverse international cuisine.

Expanded parks and event spaces to make the lakefront a true attraction.

Ultimately, downtown Kissimmee needs to become a destination, not just a pass-through—a place where people want to live, work, and play.

Adjust and enforce closing times at night, also control street noise from some of the businesses that sell liquor.

---

Monday, February 3, 2025 at 8:06 PM UTC

Activities for Citizens

---

Monday, February 3, 2025 at 8:02 PM UTC

More space to enjoy downtown...

---

Monday, February 3, 2025 at 7:57 PM UTC

Retail shops, dessert spots, lounges and bakeries.

---

Monday, February 3, 2025 at 7:40 PM UTC

Better restaurants. No more barber shops, nail salons or anything beauty related.

---

Monday, February 3, 2025 at 7:37 PM UTC

Retail

---

Monday, February 3, 2025 at 7:29 PM UTC

**Family friendly events**

Monday, February 3, 2025 at 7:27 PM UTC

**More advertising, slower traffic and displaying small business owners**

Monday, February 3, 2025 at 7:25 PM UTC

**More restaurants, shops and security**

Monday, February 3, 2025 at 7:24 PM UTC

**Security, lighting down side streets, "crowd" control.**

Monday, February 3, 2025 at 7:21 PM UTC

**Shopping**

Monday, February 3, 2025 at 7:16 PM UTC

**Mas policias mas seguridad**

Monday, February 3, 2025 at 7:01 PM UTC

**Businesses**

Monday, February 3, 2025 at 7:01 PM UTC

**mas negocios familiares y no tantas baras**

Monday, February 3, 2025 at 6:59 PM UTC

**More shops, restaurants and security**



Monday, February 3, 2025 at 6:58 PM UTC

Mas promocion turística, control de ruidos nocturnos y mayor diversidad en los negocios y reinstalar el cine y otras diversiones.

Monday, February 3, 2025 at 6:55 PM UTC

Yes. More domingo, shops

Monday, February 3, 2025 at 6:53 PM UTC

Alternative transportation for patrons to linger in downtown. Scooters bikes segways etc Other businesses such as a convenience store clothing stores artisanal shops that encourage local artist to sell their items locally etc.

Monday, February 3, 2025 at 6:43 PM UTC

Police on patrol, Public Safety Officers , more variety of stores

Monday, February 3, 2025 at 6:41 PM UTC

Más parkin iluminado

Monday, February 3, 2025 at 6:41 PM UTC

Eateries and preferably attract some recognizable brands.

Monday, February 3, 2025 at 6:41 PM UTC

Affordable restaurants/bars. More businesses catering to younger visitors.

Monday, February 3, 2025 at 6:40 PM UTC

Dining other than cafes, restaurants with a variety of cuisines, fine dining, outdoor dining. Retail places to shop, boutiques, etc. More retail stores. Entertainment, arts/culture.



Monday, February 3, 2025 at 6:33 PM UTC

**Diverse eating options and entrainment**

Monday, February 3, 2025 at 6:30 PM UTC

**Plants**

Monday, February 3, 2025 at 6:28 PM UTC

**More business and more entertainment**

Monday, February 3, 2025 at 6:26 PM UTC

**Family areas**

Monday, February 3, 2025 at 6:15 PM UTC

**Major retailer to help small businesses with foot traffic**

Monday, February 3, 2025 at 6:14 PM UTC

**Safety**

Monday, February 3, 2025 at 5:58 PM UTC

**More pedestrian accessibility, bike friendly, enforcement of noise ordinances and speed limits. More shopping and a grocery store.**

Monday, February 3, 2025 at 5:19 PM UTC

**Medical offices, hotel, professional services**

Monday, February 3, 2025 at 5:04 PM UTC

**Some of the restaurants close early and don't open on the weekends.**

**Adverting the revamp of downtown kissimmee and advertising the business hours and making sure**

people know restaurants are open on the weekends.

---

Monday, February 3, 2025 at 4:58 PM UTC

Lugar para niños de edad pre-escolar a precios módicos para que familias menos afortunadas económicamente puedan divertirse también..

Negocios que quieran involucrar las escuelas del área y fomenten actividades escolares y culturales...

---

Monday, February 3, 2025 at 4:56 PM UTC

Shops like Ulta and the loop to bring people downtown to spend money.

---

Monday, February 3, 2025 at 4:50 PM UTC

Retail anchor stores to attract more diverse customers with higher discretionary incomes.

---

Monday, February 3, 2025 at 4:38 PM UTC

Retail spaces and a variety of retail businesses.

---

Monday, February 3, 2025 at 4:29 PM UTC

Más iluminación

---

Monday, February 3, 2025 at 4:07 PM UTC

Good community partners who promote public safety and variety of businesses to attract diverse high net worth clientele

---

Monday, February 3, 2025 at 4:06 PM UTC

Technology

---

Monday, February 3, 2025 at 4:04 PM UTC

Áreas recreativas que atraigan al turismo, mayor iluminación, flores.

Monday, February 3, 2025 at 4:03 PM UTC

Things to do , date night type of things. Family friendly things to do.

Monday, February 3, 2025 at 5:42 AM UTC

Nothing else

Monday, February 3, 2025 at 2:28 AM UTC

Shops, no more barber shops

Sunday, February 2, 2025 at 10:48 PM UTC

A variety of Different stores different places to shop and eating not just catering to one culture.

Sunday, February 2, 2025 at 9:44 PM UTC

Better crosswalks, bike parking, widened sidewalks

Sunday, February 2, 2025 at 2:07 PM UTC

Mas Paredes decoradas, y mejorar la estructura, y hacer cancha de basketball en lakefront park

Sunday, February 2, 2025 at 1:21 PM UTC

Speciality shops

Sunday, February 2, 2025 at 6:49 AM UTC

Unique shopping. Less trash on the ground

Sunday, February 2, 2025 at 12:09 AM UTC

Healthy food options // something stable fun for kids or family// more black owned business

Saturday, February 1, 2025 at 10:04 PM UTC

**We need more commercial businesses. We need to look at Old Town and the Loop. We need to look at but not copy at nearby communities.**

Saturday, February 1, 2025 at 9:37 PM UTC

**More people of different cultures and backgrounds to be part of planning and approving of all future projects. Be more diverse. Be more unique.**

Saturday, February 1, 2025 at 9:31 PM UTC

**More attractions and decorations to draw people there**

Saturday, February 1, 2025 at 9:26 PM UTC

**Parking**

Saturday, February 1, 2025 at 9:08 PM UTC

**Accountability**

Saturday, February 1, 2025 at 9:03 PM UTC

**Accountability**

Saturday, February 1, 2025 at 8:03 PM UTC

**Yoga/pilates studio**

Saturday, February 1, 2025 at 5:50 PM UTC

**Shops**

Saturday, February 1, 2025 at 4:01 PM UTC

**Boutiques**

Saturday, February 1, 2025 at 3:25 PM UTC

**Retail business**

Saturday, February 1, 2025 at 2:45 PM UTC

**Restaurants, shops**

Saturday, February 1, 2025 at 1:43 PM UTC

**shopping options, clothing retailers, grocery**

Saturday, February 1, 2025 at 1:08 PM UTC

**Nature**

Saturday, February 1, 2025 at 12:59 PM UTC

**Entertainment**

Saturday, February 1, 2025 at 12:49 PM UTC

**Retail and specialty stores**

Saturday, February 1, 2025 at 5:09 AM UTC

**Educational events and services. Clubs for teens and children**

Saturday, February 1, 2025 at 5:05 AM UTC

**More seats and disable parking**

Saturday, February 1, 2025 at 4:45 AM UTC

**I would love to see orange peach fruits trees and medicinal herbs all round.**



Saturday, February 1, 2025 at 4:02 AM UTC

Better food options, retail, anything to get people here we only look busy bc of the cars

---

Saturday, February 1, 2025 at 3:45 AM UTC

Retail. Restaurants. And nightlife. We need less barbershops, beauty salons and smoke shops.

---

Saturday, February 1, 2025 at 3:23 AM UTC

Retail establishments.

---

**Answered:** 84   **Unanswered:** 0

**Q8** What do you believe we need less of in Downtown Kissimmee?|

¿Qué cree usted que necesitamos menos en el centro de Kissimmee?\*

Tuesday, February 4, 2025 at 12:22 PM UTC

Trafic, abandon bldings

Tuesday, February 4, 2025 at 6:23 AM UTC

Hair/Barber Beauty Salons, Bars, Lounge/Clubs, Homeless, Smoke Shops, Botánicas, Card/Palm Readers, Witches/Warlocks, etc

Tuesday, February 4, 2025 at 6:09 AM UTC

Menos discoteca

Tuesday, February 4, 2025 at 2:02 AM UTC

Negocios de bebidas alcohólicas

Tuesday, February 4, 2025 at 1:50 AM UTC

No mientras mas cosas tengamos mucho mejor

Tuesday, February 4, 2025 at 12:30 AM UTC

No more establishments that serve liquor.

Monday, February 3, 2025 at 11:12 PM UTC

Trafico

Monday, February 3, 2025 at 10:14 PM UTC

Bars/clubs and enough barber shops

---

Monday, February 3, 2025 at 10:06 PM UTC

Crazy party goers, crime drunkenness. Heavy traffic. Trash.

---

Monday, February 3, 2025 at 9:57 PM UTC

We don't need more bureaucracy or restrictions for businesses, and certainly no hate among establishments in Downtown. We don't need temporary fixes, we need lasting changes and a strategic economic development plan

---

Monday, February 3, 2025 at 9:50 PM UTC

Night clubs

---

Monday, February 3, 2025 at 9:26 PM UTC

We need less shooting, less people roaming around looking for trouble and other things.

---

Monday, February 3, 2025 at 8:47 PM UTC

Control de negocios que estén después de las 12:00 am con música alta y vendiendo bebidas alcohólicas después de la 12:00 am

---

Monday, February 3, 2025 at 8:39 PM UTC

What Does Downtown Kissimmee Need Less Of?

To improve Downtown Kissimmee's image, safety, and overall appeal, we need less of the negative elements that contribute to crime, disorder, and an unwelcoming atmosphere.

#### 1. Less Crime & Drug Activity

- ☐ Crack down on illegal drug use and distribution, especially in public spaces.
- ☐ Increase police presence and surveillance to deter criminal behavior.

- ☐ Enforce stricter penalties for public intoxication, disorderly conduct, and loitering.

## 2. Less Out-of-Control Bar & Nightlife Scene

- ☐ Limit the number of bars and late-night clubs to prevent excessive rowdiness.
- ☐ Stronger regulations on alcohol service to avoid overserving intoxicated customers.
- ☐ Implement noise control and crowd management policies to prevent disturbances.

## 3. Less Motorcycle & Traffic Issues

- ☐ Ban or heavily regulate reckless motorcycle behavior, especially loud and disruptive groups.
- ☐ Enforce noise ordinances for vehicles with excessive exhaust noise.
- ☐ Stricter speed limits and traffic enforcement to ensure pedestrian safety.

## 4. Less Homelessness & Public Disturbances

- ☐ Stronger policies to prevent aggressive panhandling and loitering.
- ☐ More outreach programs for rehabilitation to provide alternatives for individuals struggling with homelessness and addiction.
- ☐ Stricter enforcement against camping in public areas to maintain a clean and inviting environment.

## 5. Less Low-Quality Businesses

- ☐ Discourage cheap liquor stores and vape shops that attract the wrong crowd.
- ☐ Encourage more upscale and family-friendly businesses rather than nightclubs and bars.
- ☐ Revitalize storefronts to attract higher-end retail, dining, and entertainment options.

## 6. Less Poor Lighting & Unsafe Public Spaces

- ☐ Fix dark areas by installing more streetlights and security cameras.
- ☐ Remove abandoned or neglected properties that attract crime and loitering.
- ☐ Increase maintenance and cleanliness of sidewalks, alleys, and public rest areas.

The Goal: A Cleaner, Safer, and More Upscale Downtown Kissimmee

By reducing crime, out-of-control nightlife, reckless traffic, and low-quality businesses, Downtown Kissimmee can attract more families, professionals, and tourists, making it a thriving, safe, and desirable

destination.

---

Monday, February 3, 2025 at 8:13 PM UTC

**Less Missed Opportunities on the Lakefront**

The lakefront is a gem but isn't fully utilized.

More waterside dining, activities, and events could turn it into a true destination.

By addressing these, Downtown Kissimmee can shift from being just a historic and administrative center to a dynamic, thriving community hub. What do you see as the biggest obstacle right now?

---

Monday, February 3, 2025 at 8:06 PM UTC

**N/A**

---

Monday, February 3, 2025 at 8:02 PM UTC

**traffic**

---

Monday, February 3, 2025 at 7:57 PM UTC

**Homeless people**

---

Monday, February 3, 2025 at 7:40 PM UTC

**Barber shops, nail salons and anything beauty related.**

---

Monday, February 3, 2025 at 7:37 PM UTC

**Barbershops**

---

Monday, February 3, 2025 at 7:29 PM UTC

**Bars**

---

Monday, February 3, 2025 at 7:27 PM UTC



## Barbershops

Monday, February 3, 2025 at 7:25 PM UTC

I see a lot of barber shops and empty buildings.

Monday, February 3, 2025 at 7:24 PM UTC

Gang bars, speeding.

Monday, February 3, 2025 at 7:21 PM UTC

Salons

Monday, February 3, 2025 at 7:16 PM UTC

Menos bulla

Monday, February 3, 2025 at 7:01 PM UTC

Traffic

Monday, February 3, 2025 at 7:01 PM UTC

nighr club and bars

Monday, February 3, 2025 at 6:59 PM UTC

Barbershops

Monday, February 3, 2025 at 6:58 PM UTC

EXCESO DE VELOCIDAD Y RUIDOS NoCTURNOS

Monday, February 3, 2025 at 6:55 PM UTC

N/A

---

Monday, February 3, 2025 at 6:53 PM UTC

No more bars... There's too many

---

Monday, February 3, 2025 at 6:43 PM UTC

Liquor establishments .

---

Monday, February 3, 2025 at 6:41 PM UTC

No

---

Monday, February 3, 2025 at 6:41 PM UTC

Less bars specific or "club" type locations. We have enough.

---

Monday, February 3, 2025 at 6:41 PM UTC

Parallel parking

---

Monday, February 3, 2025 at 6:40 PM UTC

Barber shops/beauty salons, Hispanic restaurants, coffee shops and traffic.

---

Monday, February 3, 2025 at 6:33 PM UTC

Barber shops, nail salons and office space

---

Monday, February 3, 2025 at 6:30 PM UTC

Crime

---

Monday, February 3, 2025 at 6:28 PM UTC

Homeless

Monday, February 3, 2025 at 6:26 PM UTC

Party areaa

Monday, February 3, 2025 at 6:15 PM UTC

Homeless and violent activity in night life

Monday, February 3, 2025 at 6:14 PM UTC

Less people with out any concerns for the people

Monday, February 3, 2025 at 5:58 PM UTC

Traffic on Broadway. Loud music coming from business. Low class patrons who litter.

Monday, February 3, 2025 at 5:19 PM UTC

?

Monday, February 3, 2025 at 5:04 PM UTC

Less homeless.

Monday, February 3, 2025 at 4:58 PM UTC

Negocios vendiendo alcohol hasta alta horas de la madrugada.. de lo contrario hacerlos responsables por vandalismo que pueda ocurrir..

Monday, February 3, 2025 at 4:56 PM UTC

Homeless and loud noises (slingshots)

Monday, February 3, 2025 at 4:50 PM UTC

**Bars and beauty shops**

---

Monday, February 3, 2025 at 4:38 PM UTC

**Barber shops, spas, salons. Smoke shops.**

---

Monday, February 3, 2025 at 4:29 PM UTC

**No**

---

Monday, February 3, 2025 at 4:07 PM UTC

**Shootings, one is one too many and we've had (3) on a single street in historic downtown.**

---

Monday, February 3, 2025 at 4:06 PM UTC

**Nothing, It is all great.**

---

Monday, February 3, 2025 at 4:04 PM UTC

**Bars**

---

Monday, February 3, 2025 at 4:03 PM UTC

**Beauty**

---

Monday, February 3, 2025 at 5:42 AM UTC

**I don't know**

---

Monday, February 3, 2025 at 2:28 AM UTC

**Barber shops and wedding dresses shops**

---

Sunday, February 2, 2025 at 10:48 PM UTC

**More local business and less bar's**

Sunday, February 2, 2025 at 9:44 PM UTC

**N/a**

Sunday, February 2, 2025 at 2:07 PM UTC

**Conchas de basketball para niños y juvenes, mas sports courts**

Sunday, February 2, 2025 at 1:21 PM UTC

**Barbershops and bars- Breeze is just terrible**

Sunday, February 2, 2025 at 6:49 AM UTC

**Bars**

Sunday, February 2, 2025 at 12:09 AM UTC

**Less beauty shops**

Saturday, February 1, 2025 at 10:04 PM UTC

**service-based business specifically within the personal care services industry.**

Saturday, February 1, 2025 at 9:37 PM UTC

**Less barbershops and salons. It's not aesthetically pleasing or logical. I've been told that to open a business in Downtown Kissimmee is extremely expensive, pricey, and almost impossible. Please work on the requirements to open a business. It shouldn't cost someone their entire life to accomplish one dream.**

Saturday, February 1, 2025 at 9:31 PM UTC

**Noise from loud speakers**



---

Saturday, February 1, 2025 at 9:26 PM UTC

**Apartment**

---

Saturday, February 1, 2025 at 9:08 PM UTC

**Homeless people**

---

Saturday, February 1, 2025 at 9:03 PM UTC

**Homeless**

---

Saturday, February 1, 2025 at 8:03 PM UTC

**N/a**

---

Saturday, February 1, 2025 at 5:50 PM UTC

**New structures that don't reflect our history. The Mosaic is an eye sore in the Lakefront area**

---

Saturday, February 1, 2025 at 4:01 PM UTC

**Just need to build on what currently exists**

---

Saturday, February 1, 2025 at 3:25 PM UTC

**Beauty and barber shops**

---

Saturday, February 1, 2025 at 2:45 PM UTC

**Barbers**

---

Saturday, February 1, 2025 at 1:43 PM UTC

**greedy building owners who over charge small business owners unreasonable rental rates**

---

Saturday, February 1, 2025 at 1:08 PM UTC

**parking**

Saturday, February 1, 2025 at 12:59 PM UTC

**Barbershop**

Saturday, February 1, 2025 at 12:49 PM UTC

**Hair/nail salons and barbershops**

Saturday, February 1, 2025 at 5:09 AM UTC

**Skin hair and nails**

Saturday, February 1, 2025 at 5:05 AM UTC

**Not sure at this time**

Saturday, February 1, 2025 at 4:45 AM UTC

**Less bars we have enough already.**

Saturday, February 1, 2025 at 4:02 AM UTC

**Bars that sell drugs, tacos, barber shops, nails shops, hair salons, shootings, homeless,**

Saturday, February 1, 2025 at 3:45 AM UTC

**Smoke shops. Low end retail. Barbershops. Salons.**

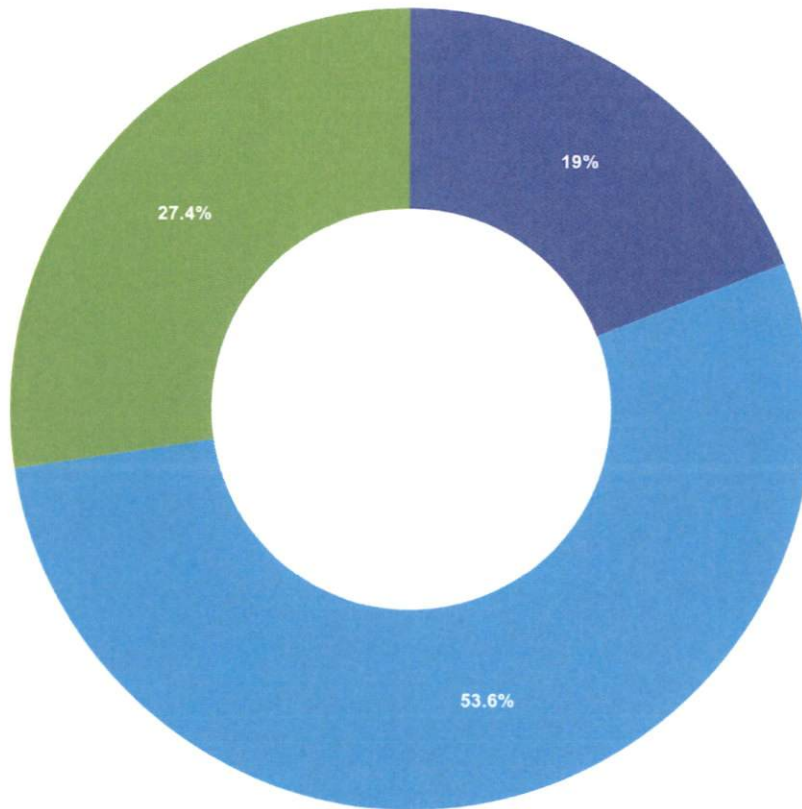
Saturday, February 1, 2025 at 3:23 AM UTC

**Hairy salons**

**Answered:** 84 **Unanswered:** 0

**Q9** Do you believe there is an issue in downtown Kissimmee after midnight? |

¿Cree usted que hay algún problema en el centro de Kissimmee después de medianoche?\*

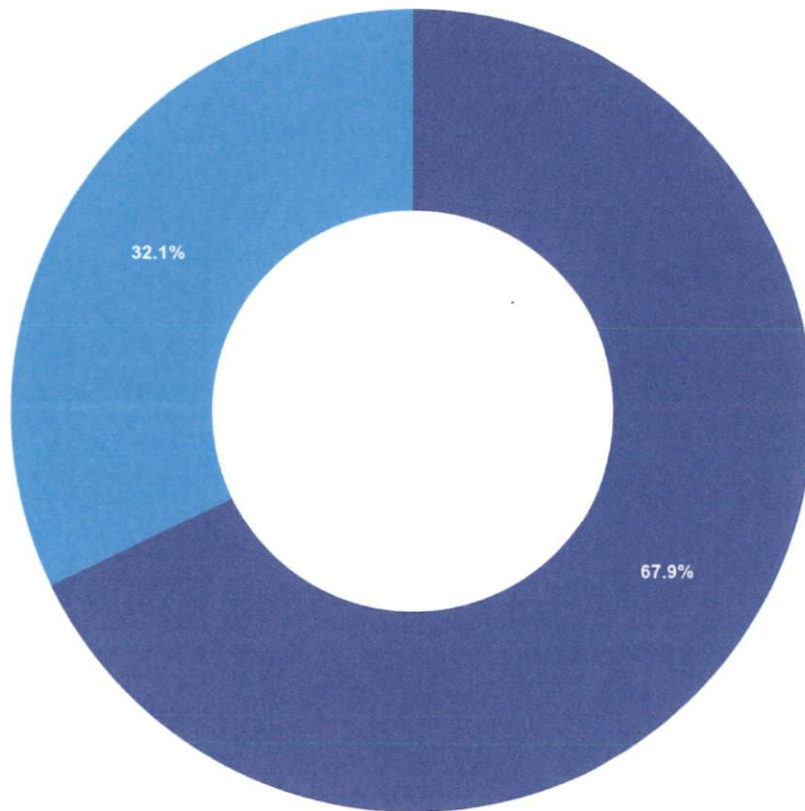


Answered: 84 Unanswered: 0

| Choice         | Total |
|----------------|-------|
| No             | 16    |
| Yes   Si       | 45    |
| Other   Otro/a | 23    |

**Q10** Should the City of Kissimmee reduce the permitted hours of alcohol sales in an effort to resolve the after midnight issues? |

¿Debería la ciudad de Kissimmee reducir las horas permitidas de venta de alcohol en un esfuerzo por resolver los problemas después de medianoche?\*

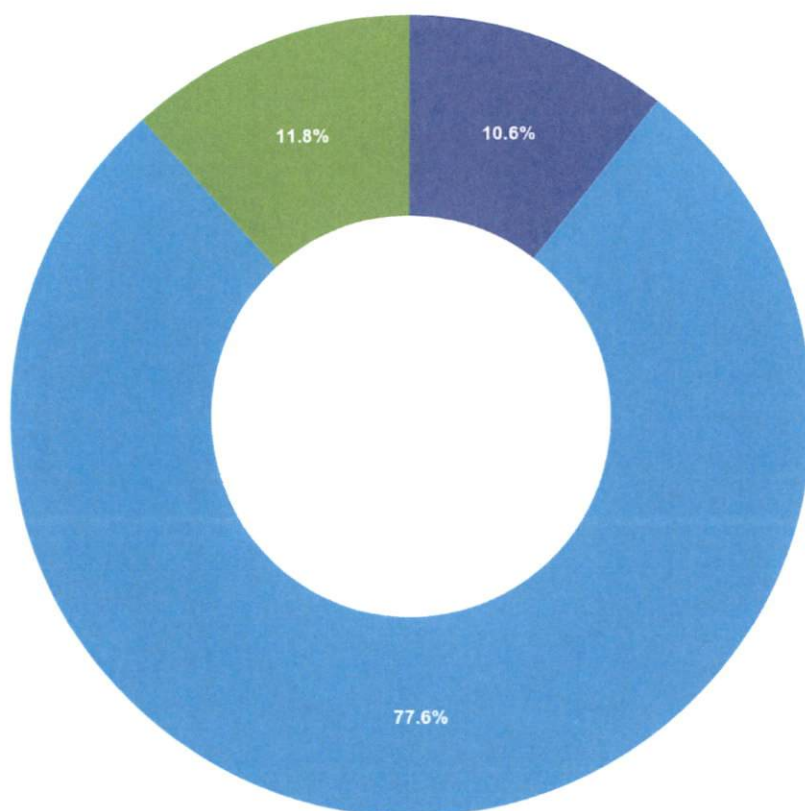


Answered: 84 Unanswered: 0

| Choice               | Total |
|----------------------|-------|
| <div></div> Yes   Si | 57    |
| <div></div> No       | 27    |



**Q11** Do you believe the City of Kissimmee Commission needs to address the issue, if there is one? | ¿Cree que la Comisión de la Ciudad de Kissimmee necesita abordar el tema, si es que lo hay?\*



Answered: 84 Unanswered: 0

| Choice                                                                              |                | Total |
|-------------------------------------------------------------------------------------|----------------|-------|
|  | No             | 9     |
|  | Yes   Si       | 66    |
|  | Other   Otro/a | 10    |

**Q12** How do you believe the City of Kissimmee Commissioners should address this issue, if there is one? |

¿Cómo cree que los comisionados de la ciudad de Kissimmee deberían abordar este tema, si lo hay?\*

Tuesday, February 4, 2025 at 12:22 PM UTC

Present it clearly to Residents and visitors via mailings and social media..Bring some fresh ideas

Tuesday, February 4, 2025 at 6:23 AM UTC

Reduce hours of alcohol sales, require special permits from those who want to sell after midnight and require they pay for police security

Tuesday, February 4, 2025 at 6:09 AM UTC

De la manera más efectiva

Tuesday, February 4, 2025 at 2:02 AM UTC

Verlar por seguridad y el bienestar de nuestra hermosa ciudad d kissimme

Tuesday, February 4, 2025 at 1:50 AM UTC

Preguntando a sus residentes y visitantes

Tuesday, February 4, 2025 at 12:30 AM UTC

Analyze permits with a priority on establishments that have had security issues in the past.

Monday, February 3, 2025 at 11:12 PM UTC

Haciendo ajustes en el horario de ventas del alcohol

Monday, February 3, 2025 at 10:14 PM UTC

Have a hard deadline for last call, more police presence on the street and foot patrol in the area for nighttime hours similar to downtown Orlando, up requirements for bars/clubs

Monday, February 3, 2025 at 10:06 PM UTC

By putting together a meeting with the community and with news outlets so we can all talk about and put our talks into action. We all need to work together. At the end of the day, we're all living under the same roof.

Monday, February 3, 2025 at 9:57 PM UTC

I don't think there's an issue in Downtown after midnight. The police department is right there and should be able to handle any problem that arises. The commissioners must look at real data and not just hearsay. Problem businesses can be reached to make them aware of complaints and fined if those persist, rather than cutting hours of operation.

Monday, February 3, 2025 at 9:50 PM UTC

Yea

Monday, February 3, 2025 at 9:26 PM UTC

closing down earlier to prevent unwelcome situations in the city and no street permit closures on streets OUTSIDE of Broadway.

Monday, February 3, 2025 at 8:47 PM UTC

100% hay que trabajar rápido

Monday, February 3, 2025 at 8:39 PM UTC

The City of Kissimmee Commissioners need to step up and take real action to address the ongoing safety issues, lack of control over nightlife, and failure to prioritize community needs over personal connections.

Right now, there is a clear lack of strong leadership, and it seems that political favors and personal interests are being prioritized over the real concerns of residents and business owners. This must change if we want Downtown Kissimmee to become a safe, thriving, and respected city center.

What We Demand from City Commissioners:

1. Stop Playing Politics & Start Serving the Community

- ☐ End the favoritism and special treatment for businesses and individuals that contribute to the problem.
- ☐ Make decisions based on public safety and economic growth, not personal relationships.
- ☐ Hold commissioners accountable for inaction—residents and businesses deserve better.

2. Implement Strict Safety & Crime Prevention Policies

- ☐ Demand a comprehensive crime reduction plan that includes increased police patrols, stricter nightlife enforcement, and community engagement.
- ☐ Enforce noise and public intoxication laws—stop letting bars and motorcycle gangs turn downtown into a danger zone.
- ☐ Install more security cameras and increase police presence after midnight to deter criminal activity.

3. Take Control of the Bar & Nightlife Scene

- ☐ Stop approving more bars and clubs without strict oversight and safety measures.
- ☐ Require nightlife businesses to invest in security, crowd control, and noise management.
- ☐ Enforce earlier closing times and stronger liquor license regulations.

4. Invest in a Better Downtown for Residents & Tourists

- ☐ Improve infrastructure—fix lighting, sidewalks, and pedestrian safety measures.
- ☐ Encourage high-end businesses, fine dining, and cultural venues instead of allowing downtown to be overrun by low-quality nightlife.
- ☐ Develop family-friendly attractions, parks, and entertainment options to make downtown a place where everyone feels welcome.

5. Increase Transparency & Community Engagement

- ☐ Hold public town halls and listen to residents—no more closed-door meetings that benefit only a select



few.

- ☐ Create a public accountability report to track progress on safety, business development, and community concerns.
- ☐ Enforce stricter ethics rules to prevent commissioners from approving policies that benefit their friends over the people of Kissimmee.

### The People of Kissimmee Deserve Strong Leadership—Not Empty Promises

City Commissioners must step up, take responsibility, and stop ignoring the voices of the people. We need leaders who fight for a safer, cleaner, and more successful Downtown Kissimmee—not politicians who prioritize personal favors over real progress.

We demand action. We demand leadership. We demand a better Kissimmee.

---

Monday, February 3, 2025 at 8:13 PM UTC

If the goal is to transform Downtown Kissimmee into a more vibrant and engaging destination, the City Commissioners can take several strategic actions:

#### 1. Activate Vacant Spaces & Encourage Business Growth

- ☐ Incentivize Small Businesses & Startups – Provide grants, tax breaks, or reduced rent programs to attract unique restaurants, boutiques, and entertainment venues.
- ☐ Pop-Up Shops & Community Markets – Allow temporary vendors, food trucks, and artisan markets to test business concepts and draw foot traffic.
- ☐ Flexible Zoning & Streamlined Permits – Make it easier for businesses to open, especially those that enhance nightlife and cultural offerings.

#### 2. Improve Walkability & Public Spaces

- ☐ Enhance Streetscape & Lighting – More pedestrian-friendly areas with wider sidewalks, greenery, and improved street lighting.
- ☐ Expand Outdoor Dining & Public Seating – Create more open-air dining spaces, shaded areas, and gathering spots.
- ☐ Better Connectivity to the Lakefront – Make it easier to access the waterfront by improving pathways and wayfinding signage.

#### 3. Diversify Downtown's Purpose Beyond Government & Daytime Activity

- ☐ Encourage Mixed-Use Development – Allow for more residential units above businesses to increase



downtown's full-time population.

☐ Extend Business Hours & Nightlife Options – Work with businesses to create a night economy with entertainment, dining, and cultural events.

☐ Host Regular Events & Festivals – Use public spaces for concerts, food festivals, and art walks to keep downtown active year-round.

#### 4. Improve Parking & Transportation

☐ Expand & Simplify Parking – Better signage, more parking spaces, or a shuttle service to reduce congestion and confusion.

☐ Enhance Public Transit Options – Improve local transit connections to bring more visitors downtown without increasing traffic.

#### 5. Maximize the Lakefront as a Key Attraction

☐ More Waterfront Dining & Entertainment – Encourage development of lakefront restaurants, cafés, and event spaces.

☐ Recreational Activities – Introduce boat rentals, guided tours, and outdoor fitness areas.

☐ Lakeside Events & Markets – Host regular gatherings at the waterfront to bring the community together.

---

Monday, February 3, 2025 at 8:06 PM UTC

Yes.

---

Monday, February 3, 2025 at 8:02 PM UTC

I think that both citizens and tourists should feel more welcome in the city.

---

Monday, February 3, 2025 at 7:57 PM UTC

If there is a true issue of crime and endangerment after midnight, the city should have more visible police safeguarding the area.

---

Monday, February 3, 2025 at 7:40 PM UTC

Require establishments to hire off duty officers for security.

Monday, February 3, 2025 at 7:37 PM UTC

Police presence

Monday, February 3, 2025 at 7:29 PM UTC

They need to consider the type of clients they want to cater to.

Monday, February 3, 2025 at 7:27 PM UTC

Yes

Monday, February 3, 2025 at 7:25 PM UTC

Public meetings

Monday, February 3, 2025 at 7:24 PM UTC

Require law enforcement details at bars after 9pm. Brighter lighting down side streets.

Monday, February 3, 2025 at 7:21 PM UTC

Listening to the community and the data from KPD to make informed decisions that work best for the overall welfare of the community at large - both business owners and residents.

Monday, February 3, 2025 at 7:16 PM UTC

Reuniendose y poniendo todo en orden

Monday, February 3, 2025 at 7:01 PM UTC

No issue

Monday, February 3, 2025 at 7:01 PM UTC

reduciendo la venta de alcohol si es posible hasta las 10:00

Monday, February 3, 2025 at 6:59 PM UTC

A public meeting with residents and business owners

---

Monday, February 3, 2025 at 6:58 PM UTC

Invitando a los negociantes a que sean parte del cambio y no autoritariamente. En equipo se logra mas si se insta a mejorar las ventas y la opinión pública.

---

Monday, February 3, 2025 at 6:55 PM UTC

I don't see an issue but if there is one, it should always be addressed

---

Monday, February 3, 2025 at 6:53 PM UTC

Stricter regulations on patrons & who have multiple arrests for alcohol & violence related offenses. Fining businesses that have a history of bar fights & violence after a certain amount of offenses. Or a stipulation of possible revocation of their liquor license after x amount of offenses. (Chances are they're serving liquor without vetting the patrons)

---

Monday, February 3, 2025 at 6:43 PM UTC

If Establishments don't abide by the (last call ) they should be fined and or shut down .

---

Monday, February 3, 2025 at 6:41 PM UTC

Reunión con los comerciantes

---

Monday, February 3, 2025 at 6:41 PM UTC

Local ordinances. And if enacted actually hold business owners responsible for violating those ordinances. Or even current state laws. When businesses are allowed to skirt the law it will continue to grow and embolden those owners. Also for any new business they must provide a specific Business plan as we have so many of the same business in downtown now.

---

Monday, February 3, 2025 at 6:41 PM UTC

NA

Monday, February 3, 2025 at 6:40 PM UTC

Reduce hours of alcohol sales or hours businesses can stay open after midnight in downtown.

Monday, February 3, 2025 at 6:33 PM UTC

Ordinance restricting alcohol sales after certain times

Monday, February 3, 2025 at 6:30 PM UTC

Yes they should

Monday, February 3, 2025 at 6:28 PM UTC

More meeting with the public

Monday, February 3, 2025 at 6:26 PM UTC

Hablar acerca de las consecuencias del mismo

Monday, February 3, 2025 at 6:15 PM UTC

End sales of alcohol in downtown at midnight like Orlando to make our city and families safe.

Monday, February 3, 2025 at 6:14 PM UTC

Having a work shop and give the merchants a chance to explain themselves

Monday, February 3, 2025 at 5:58 PM UTC

KPD has a presence at Dakin and Broadway on the weekends, but my perception is that they just stand around. Maybe more walking patrol late at night and taking action.

Monday, February 3, 2025 at 5:19 PM UTC

Define the issue, then address safety

---

Monday, February 3, 2025 at 5:04 PM UTC

I don't know. I'm not familiar with the issues you are referring to.

---

Monday, February 3, 2025 at 4:58 PM UTC

1. Primeramente aceptando la realidad del problema.
  2. Establecer multas colectivas a todo negocio abierto hasta altas horas vendiendo bebidas alcoholicas en caso de algo suceder y nadie se quiera responsabilizar.
  3. Regular cantidad de alcohol que se pueda vender por dia.
  4. Invertir en tener presencia visual de policias
- 

Monday, February 3, 2025 at 4:56 PM UTC

Shut down at midnight and enforce laws to stop people from committing crimes in the city.

---

Monday, February 3, 2025 at 4:50 PM UTC

Midnight cut off to match Orlando

---

Monday, February 3, 2025 at 4:38 PM UTC

I think reduced hours of sales could benefit the image of downtown and reinforce the core values of the area.

---

Monday, February 3, 2025 at 4:29 PM UTC

Seguridad

---

Monday, February 3, 2025 at 4:07 PM UTC

Midnight cutoff with a special permit for those who want to operate until 2 am. In addition to strict penalties to include revocations of business permit for anyone who violates the ordinance.



Monday, February 3, 2025 at 4:06 PM UTC

I think if there is an issue with alcohol and the distribution this is an issue for law enforcement to handle.

Monday, February 3, 2025 at 4:04 PM UTC

Limitar horas

Monday, February 3, 2025 at 4:03 PM UTC

off-duty police should be mandatory for any venue open past 12. Venues open until 2 can share if they're within the same block

Monday, February 3, 2025 at 5:42 AM UTC

Clean the streets

Monday, February 3, 2025 at 2:28 AM UTC

Yes

Sunday, February 2, 2025 at 10:48 PM UTC

Coming together in a commission meeting and bringing situations to the table allowing more time for people to give their opinions

Sunday, February 2, 2025 at 9:44 PM UTC

Look into Dc U Street efforts

Sunday, February 2, 2025 at 2:07 PM UTC

Debating

Sunday, February 2, 2025 at 1:21 PM UTC

Close earlier.. riffraff will go elsewhere

---

Sunday, February 2, 2025 at 6:49 AM UTC

More police officers working downtown

---

Sunday, February 2, 2025 at 12:09 AM UTC

N/a

---

Saturday, February 1, 2025 at 10:04 PM UTC

Businesses that stay open late or use the street or sidewalks after midnight need to pay for extra security.  
The security after midnight should be responsible to enforce noise ordinances.

---

Saturday, February 1, 2025 at 9:37 PM UTC

There is no issue besides the requirements and some of the regulations that the Kissimmee  
Commissioners should reevaluate.

---

Saturday, February 1, 2025 at 9:31 PM UTC

Stop the issue

---

Saturday, February 1, 2025 at 9:26 PM UTC

No issue

---

Saturday, February 1, 2025 at 9:08 PM UTC

Individually

---

Saturday, February 1, 2025 at 9:03 PM UTC

Commission has the responsibility positionally to do so

---

Saturday, February 1, 2025 at 8:03 PM UTC

Have everyone vote

Saturday, February 1, 2025 at 5:50 PM UTC

Not a clue; I don't have enough information.

Saturday, February 1, 2025 at 4:01 PM UTC

Police

Saturday, February 1, 2025 at 3:25 PM UTC

Make the business who want to be open after midnight pay for extra security and limit alcohol

Saturday, February 1, 2025 at 2:45 PM UTC

Require permit holders to pay for safety/security measures.

Saturday, February 1, 2025 at 1:43 PM UTC

start with a discussion between law enforcement and business owners about how they can collectively keep the community safe with an ongoing plan.

Saturday, February 1, 2025 at 1:08 PM UTC

Address the concerns of alcohol abuse and encourage family friendly activities in downtown.

Saturday, February 1, 2025 at 12:59 PM UTC

More police

Saturday, February 1, 2025 at 12:49 PM UTC

They should listen to the issue at hand, discuss appropriate actions with in their control and make a decision that is best for the business and residents.

---

Saturday, February 1, 2025 at 5:09 AM UTC

Town Hall meeting with residents and businesses

---

Saturday, February 1, 2025 at 5:05 AM UTC

Meet with the owners that would be most affected by any changes

---

Saturday, February 1, 2025 at 4:45 AM UTC

Everyone should follow the same rules, what applies for one should apply for all. No special treatment because of titles or past titles. Everyone should be held accountable for there business actions!

---

Saturday, February 1, 2025 at 4:02 AM UTC

They should limit the hours, especially for the areas where there's major issues. If there is a major issue, they should be greeted with hefty fines, especially if there is something like a shooting, and they should after one if it happens again, they should get their business license taken away.

---

Saturday, February 1, 2025 at 3:45 AM UTC

The commission should work closely with KPD to resolve these issues. It would help if KPD had a presence downtown after hours to deter any illegal activity including noise, speed and violence. They are almost non-existent now.

---

Saturday, February 1, 2025 at 3:23 AM UTC

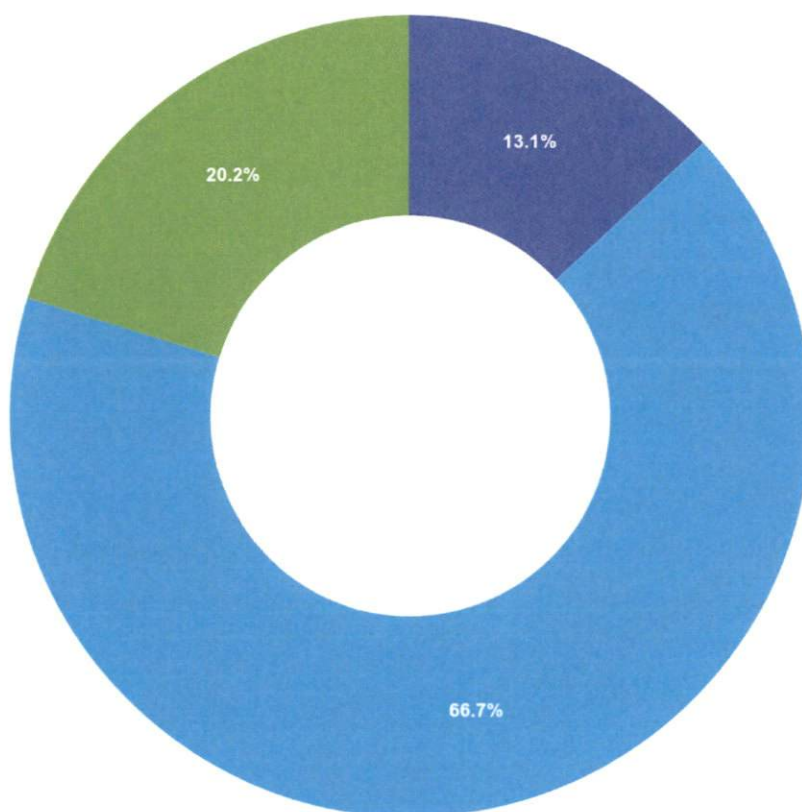
There is none. We feel safe.

---

**Answered:** 84 **Unanswered:** 0

**Q13** If additional security is needed to resolve the “after midnight” issues, should the businesses open at these times, be required to cover all or part of the cost? |

Si se necesita seguridad adicional para resolver los problemas “después de medianoche,” ¿deberían los negocios abiertos en estos horarios cubrir todo o parte del costo?\*



Answered: 84 Unanswered: 0

| Choice                                                                              |          | Total |
|-------------------------------------------------------------------------------------|----------|-------|
|  | No       | 11    |
|  | Yes   Si | 56    |



**Choice**



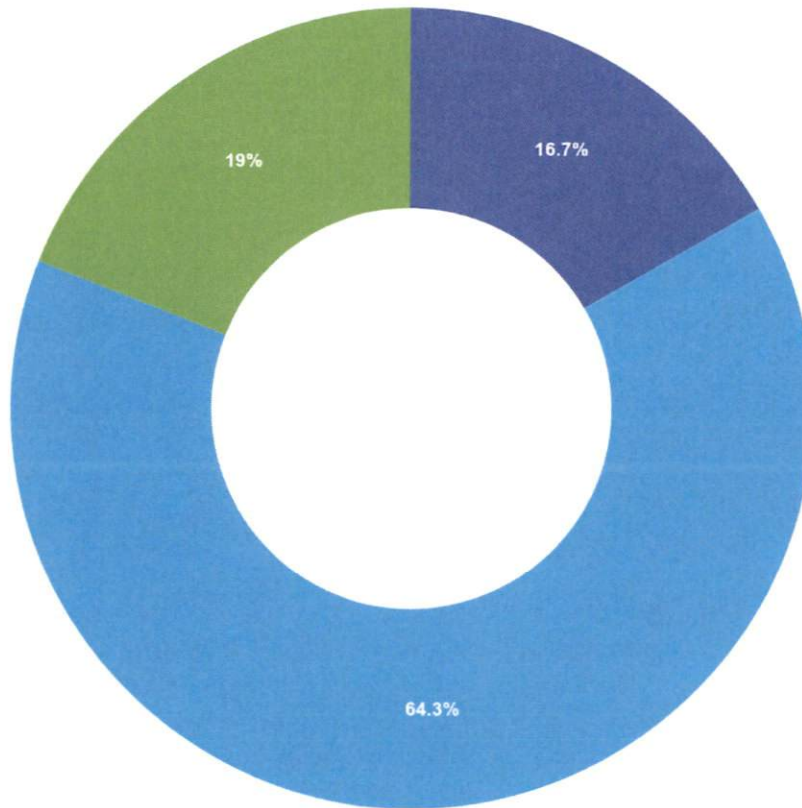
Other | Otro/a

**Total**

17

**Q14** Overall , do you believe downtown businesses are supported by the City of Kissimmee? |

En general, ¿cree que la ciudad de Kissimmee apoya a los negocios del centro?\*

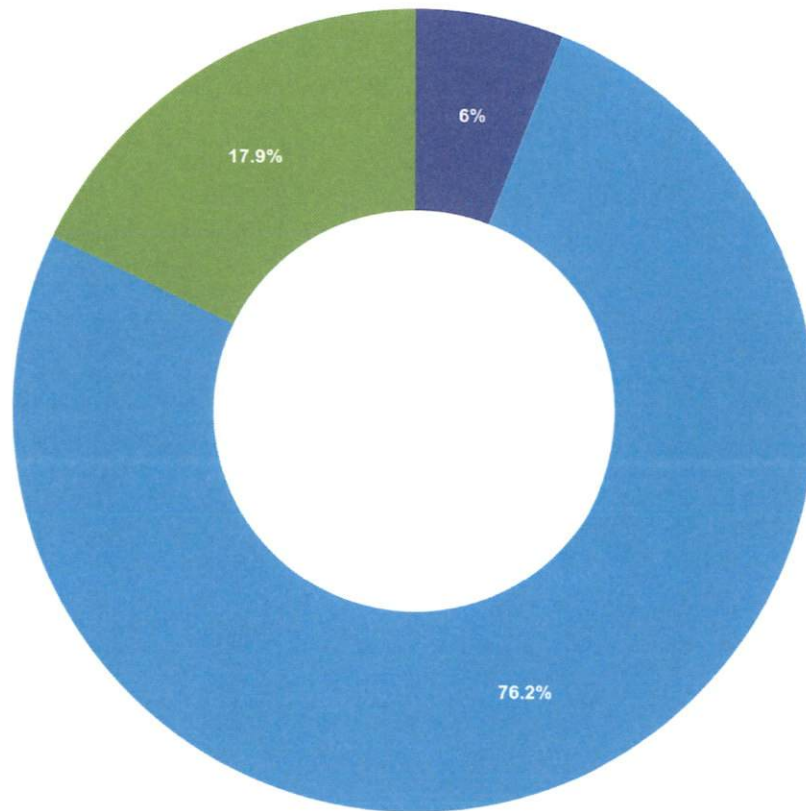


Answered: 84 Unanswered: 0

| Choice                                                                              |                | Total |
|-------------------------------------------------------------------------------------|----------------|-------|
|  | No             | 14    |
|  | Yes   Si       | 54    |
|  | Other   Otro/a | 16    |

**Q15** Overall, do you believe the downtown businesses are supported by Kissimmee Main Street? |

En general, ¿cree que Kissimmee Main Street apoya a los negocios del centro?\*

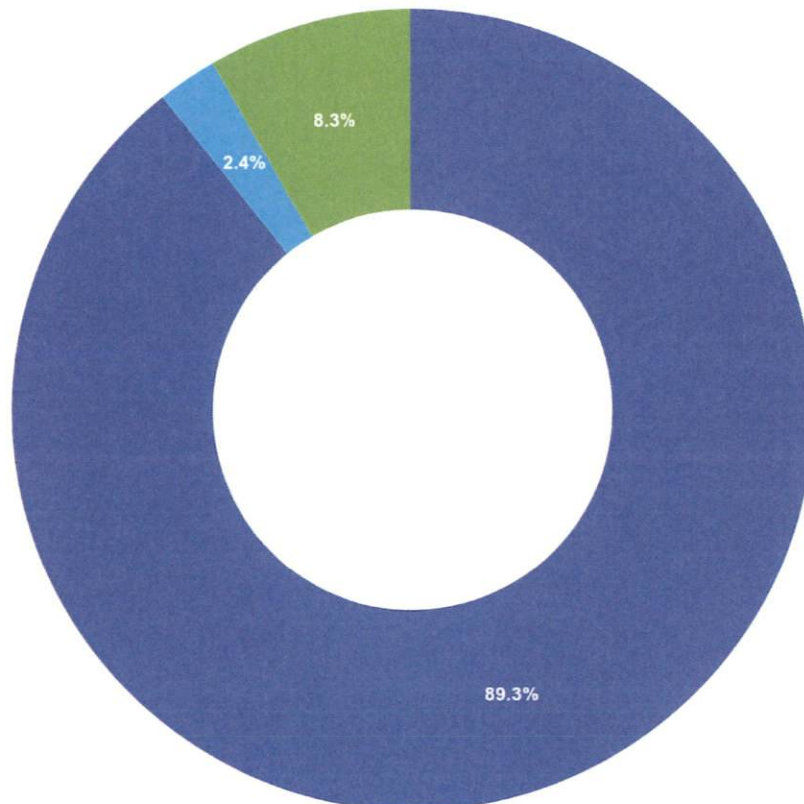


Answered: 84 Unanswered: 0

| Choice                                                                              |                | Total |
|-------------------------------------------------------------------------------------|----------------|-------|
|  | No             | 5     |
|  | Yes   Si       | 64    |
|  | Other   Otro/a | 15    |

**Q16** Do you enjoy downtown events like "Boo! on Broadway," "Hop on Downtown," and/or Festival of Lights which close Broadway in its entirety? |

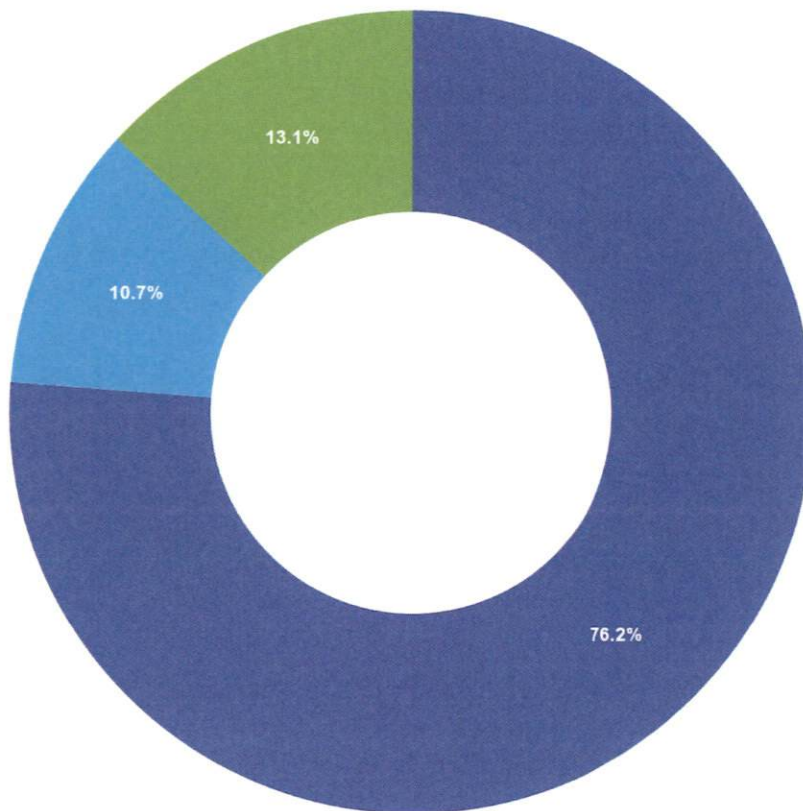
¿Le gustan los eventos del centro como "Boo! on Broadway", "Hop on Downtown" y/o el Festival of Lights que cierra Broadway en su totalidad?\*



Answered: 84 Unanswered: 0

| Choice                                                                                             | Total |
|----------------------------------------------------------------------------------------------------|-------|
|  Yes   Si       | 75    |
|  No             | 2     |
|  Other   Otro/a | 7     |

**Q17** Would you like to see more events that require Broadway street closures in its entirety? | ¿Le gustaría ver más eventos que requieran el cierre de las calles de Broadway en su totalidad?\*



Answered: 84 Unanswered: 0

| Choice                       | Total |
|------------------------------|-------|
| <span></span> Yes   Si       | 64    |
| <span></span> No             | 9     |
| <span></span> Other   Otro/a | 11    |



**Q18** What type of events would you like to see? |

¿Qué tipo de eventos te gustaría ver?\*

Tuesday, February 4, 2025 at 12:22 PM UTC

Variety

From music,gastronomy, art, Health

Tuesday, February 4, 2025 at 6:23 AM UTC

Christian Concerts, Historical Scavenger Hunt, Art Festival, Street Artists, Street Performers & Street Theater, Carriage Rides, Health & Fitness Fair, More Healthy Food Choices, etc

Tuesday, February 4, 2025 at 6:09 AM UTC

Típicos internacional

Tuesday, February 4, 2025 at 2:02 AM UTC

De niños de entretenimiento para los jovenes cosas q los motiven e impulsen al bienestar y desarrollo

Tuesday, February 4, 2025 at 1:50 AM UTC

Exposiciones de Pinturas

Eventos culturales

Tuesday, February 4, 2025 at 12:30 AM UTC

More family events like Stars and Stories.

Monday, February 3, 2025 at 11:12 PM UTC

Eventos familiares

Monday, February 3, 2025 at 10:14 PM UTC

Art festivals, cultural events, shopping pop-ups, monthly stages, antique car shows

---

Monday, February 3, 2025 at 10:06 PM UTC

More big Cristian concerts. We have a very very large Cristian community that invests in the city. Elmer from music in motion production is the man to make it happen. We can gather the whole community and have positive events. Food events like taste of Kissimmee. Etc...

---

Monday, February 3, 2025 at 9:57 PM UTC

Cultural events that reflect the diversity of the city, arts events, community engagement events, events for the businesses to come together for a cause or for the city.

---

Monday, February 3, 2025 at 9:50 PM UTC

Cultural festival - Art festival

---

Monday, February 3, 2025 at 9:26 PM UTC

We love the boo on Broadway and even the Christmas parade at night it's so much fun! Would love to see more events that are conducive to existing business and future ones.

---

Monday, February 3, 2025 at 8:47 PM UTC

Familiares las personas que manejan Kissimmee Mainstreet son súper eficientes las actividades de Halloween, las actividades de Navidad ,el programa de lectura Stars & Stories hacen que nuestros niños tengan oportunidad de tener más amor a la lectura me canta .

---

Monday, February 3, 2025 at 8:39 PM UTC

To make Downtown Kissimmee a true destination for families, seniors, and the community, we need more events that feel like Disney-inspired experiences—organized, engaging, immersive, and welcoming.

Here are some event ideas that would create a safe, fun, and vibrant downtown year-round:

## 1. Disney-Like Events & Festivals

- ☐ Fantasy Festival – A Disney-style fair featuring costumed characters, interactive shows, storytelling sessions, and themed attractions for kids.
- ☐ Magical Nights at Kissimmee – A weekly nighttime event with light shows, music, themed performances, and street entertainers.
- ☐ Enchanted Holiday Village – A Christmas wonderland with snow machines, a Santa's village, ice skating, and holiday-themed attractions.
- ☐ Fairy Tale & Superhero Day – Themed weekends where kids can meet characters, dress up, and participate in magical games.
- ☐ Downtown Carnival & Amusement Fair – A Disney-inspired carnival with rides, food, and performances.

## 2. Large-Scale Fairs & Expos

- ☐ Health & Wellness Expo – A massive health fair with free screenings, yoga sessions, mental health resources, and fitness challenges.
- ☐ School Choice & Education Fair – A one-stop event for parents to explore schools, scholarships, and learning resources.
- ☐ Farmers Market & Fresh Food Fair – A weekly or bi-weekly farmers market with fresh produce, live cooking demos, and farm-to-table experiences.
- ☐ Career & Business Expo – A trade fair for entrepreneurs, local businesses, and job seekers to network and learn.

## 3. Youth & Community Engagement Events

- ☐ Youth Game & Esports Festival – A video game, board game, and STEM competition for kids and teens.
- ☐ Kissimmee Olympic Games – A fun, family-friendly competition with races, challenges, and team-based sports.
- ☐ Teen & Young Entrepreneur Market – A special event where young entrepreneurs sell handmade products and showcase their talents.
- ☐ Creative Arts & Music Festival – Live painting, dance performances, interactive art installations, and local bands.

## 4. Senior Life & Wellness Events

- ☐ Golden Years Dance & Social – A senior-friendly dance night with live music, social activities, and themed events.
- ☐ Senior Wellness & Fitness Fair – Chair yoga, health screenings, and workshops designed for active aging.
- ☐ Classic Movie Nights & Nostalgia Events – Outdoor movie nights featuring classic films, historical exhibits, and storytelling.

#### 5. More Farmers Markets & Local Business Showcases

- ☐ Organic & Sustainable Living Market – A green market focused on eco-friendly products, plant-based food, and sustainable crafts.
- ☐ Foodie Fest – A weekly or monthly food fair with local vendors, food trucks, and cooking competitions.
- ☐ Handmade & Artisan Market – A special shopping day featuring local handmade goods, clothing, and accessories.

#### The Goal: A Year-Round Family & Community Destination

If Kissimmee wants to compete with Disney's magic and bring in locals & tourists, the city must invest in high-quality, immersive events that cater to families, seniors, and all age groups.

---

Monday, February 3, 2025 at 8:13 PM UTC

Live music venues, rooftop bars, and cozy lounges.

Themed events, outdoor movie nights, and cultural performances.

A stronger nightlife scene to keep people engaged after business hours.

How about craft breweries ?

---

Monday, February 3, 2025 at 8:06 PM UTC

Artesanía , machinas teatro, etc.

---

Monday, February 3, 2025 at 8:02 PM UTC

A market and information site for the weekend in a more visible area...

---



Monday, February 3, 2025 at 7:57 PM UTC

**Music and food festivals.**

Monday, February 3, 2025 at 7:40 PM UTC

**Festivals, parades, food truck events, kid-friendly events**

Monday, February 3, 2025 at 7:37 PM UTC

**Concerts**

Monday, February 3, 2025 at 7:29 PM UTC

**5k runs and more family oriented events.**

Monday, February 3, 2025 at 7:27 PM UTC

**A variety of cultural events**

Monday, February 3, 2025 at 7:25 PM UTC

**Outside vendors, farmers markets. Activities for kids**

Monday, February 3, 2025 at 7:24 PM UTC

**BRING THE RODEO BACK TO KISSIMMEE.** Half of Osceola County has been NOW left out of  
Downtown Kissimmee.

Monday, February 3, 2025 at 7:21 PM UTC

**Juneteenth and other culturally relevant events**

Monday, February 3, 2025 at 7:16 PM UTC

**Eventos para niños, arte**



Monday, February 3, 2025 at 7:01 PM UTC

Sports

---

Monday, February 3, 2025 at 7:01 PM UTC

more family event that u could go with your kid right evething is for adult only nothing for the hole family

---

Monday, February 3, 2025 at 6:59 PM UTC

Parades, farmers markets, tasting of foods and wine, outdoor sales. Like Mount Dora style. Attractive to residents and tourists.

---

Monday, February 3, 2025 at 6:58 PM UTC

Agro educativos.

---

Monday, February 3, 2025 at 6:55 PM UTC

Hispanic festival

---

Monday, February 3, 2025 at 6:53 PM UTC

Faith based concerts, carnivals, farmers markets weekend markets where people can pay for tables and sell their items

---

Monday, February 3, 2025 at 6:43 PM UTC

non holiday family Friendly ,get togethers

---

Monday, February 3, 2025 at 6:41 PM UTC

De todo para la familia

---

Monday, February 3, 2025 at 6:41 PM UTC

Craft shows. Car shows, Rodeo parade and get it back to Kissimmee, st pattys day, cinco de Mayo. Have

to have a diverse mix of events to get the community to come together and not cater to one specific demographic.

Monday, February 3, 2025 at 6:41 PM UTC

Movie in the park, celebrations, themed events, competitions and cook offs.

Monday, February 3, 2025 at 6:40 PM UTC

Art and crafts events, live music, markets, block parties, recreation and sporting events.

Monday, February 3, 2025 at 6:33 PM UTC

Light shows, concerts

Monday, February 3, 2025 at 6:30 PM UTC

Holiday events and community building events

Monday, February 3, 2025 at 6:28 PM UTC

Family oriented

Monday, February 3, 2025 at 6:26 PM UTC

faith based events

Monday, February 3, 2025 at 6:15 PM UTC

Signature events like Winter Garden and Mount Dora to make our historic downtown a destination for people with money to spend.

Monday, February 3, 2025 at 6:14 PM UTC

Family friendly and an event that would give them the ability to earn revenue from it

Monday, February 3, 2025 at 5:58 PM UTC

Walking tour of art displays and murals.

---

Monday, February 3, 2025 at 5:19 PM UTC

Art/culture/food and drink tasting which involve area businesses

---

Monday, February 3, 2025 at 5:04 PM UTC

Pumpkin picking.

---

Monday, February 3, 2025 at 4:58 PM UTC

Cultura, conciertos al aire libre

Movie nights, Jazz concerts, Campanas cristianas

---

Monday, February 3, 2025 at 4:56 PM UTC

Cultural festivals and sports events at the civic center to bring more people to shop and spend money in downtown.

---

Monday, February 3, 2025 at 4:50 PM UTC

Music festivals like South By Southwest in Austin and an Arts Festival like Mount Dora.

---

Monday, February 3, 2025 at 4:38 PM UTC

Art festivals, food festivals, small live music fests.

---

Monday, February 3, 2025 at 4:29 PM UTC

Frstivales

---

Monday, February 3, 2025 at 4:07 PM UTC

Art and Wine festival, music festival, things which make downtown a destination for a diverse high net

with clientele.

Monday, February 3, 2025 at 4:06 PM UTC

Cook offs, festivals, stage performances

Monday, February 3, 2025 at 4:04 PM UTC

Family events

Monday, February 3, 2025 at 4:03 PM UTC

Music, arts, food, family, relaxing chill vibe.

Monday, February 3, 2025 at 5:42 AM UTC

Family and seniors oriented

Monday, February 3, 2025 at 2:28 AM UTC

Art shows, farmers market (not like the one we have)

Sunday, February 2, 2025 at 10:48 PM UTC

Food festivals, Music in the park , Education in the park .

Sunday, February 2, 2025 at 9:44 PM UTC

N/a

Sunday, February 2, 2025 at 2:07 PM UTC

Art deco, mas arte, market , mas actividades

Sunday, February 2, 2025 at 1:21 PM UTC

We like what we see already when Broadway closes, do more of those events.

---

Sunday, February 2, 2025 at 6:49 AM UTC

Family friendly

---

Sunday, February 2, 2025 at 12:09 AM UTC

Show case more events for community to advertise their business

---

Saturday, February 1, 2025 at 10:04 PM UTC

Military holiday celebrations, children events, out door get together's, Competitions, Historical events.

---

Saturday, February 1, 2025 at 9:37 PM UTC

Events that show cases different cultures and traditions.

---

Saturday, February 1, 2025 at 9:31 PM UTC

MLK Jr holiday, Independence, Thanksgiving

---

Saturday, February 1, 2025 at 9:26 PM UTC

Food festival, live music,

---

Saturday, February 1, 2025 at 9:08 PM UTC

Monthly events for the enjoyment of the locals and visitors

---

Saturday, February 1, 2025 at 9:03 PM UTC

Monthly

---

Saturday, February 1, 2025 at 8:03 PM UTC



## Health and wellness

Saturday, February 1, 2025 at 5:50 PM UTC

History events, pub crawls

Saturday, February 1, 2025 at 4:01 PM UTC

Festivals like Mt Dora does

Saturday, February 1, 2025 at 3:25 PM UTC

Veterans historical and children and arts

Saturday, February 1, 2025 at 2:45 PM UTC

Why close a main thorough fair when other streets would be sufficient

Saturday, February 1, 2025 at 1:43 PM UTC

art walks and multi cultural events

Saturday, February 1, 2025 at 1:08 PM UTC

Food events, Summer fairs, and children Educational walks and tours.

Saturday, February 1, 2025 at 12:59 PM UTC

Music

Saturday, February 1, 2025 at 12:49 PM UTC

Cattle Drive to kick off the Rodeo and Fair season.

Saturday, February 1, 2025 at 5:09 AM UTC

Food festivals carnivals

---

Saturday, February 1, 2025 at 5:05 AM UTC

Not sure at this time

---

Saturday, February 1, 2025 at 4:45 AM UTC

All the events Kissimmee Main Street put on are amazing we as a family have had wonderful memories of coming as a family and enjoying ourselves in a safe environment. Every month they should do something. 4 times a year resource events to keep the community informed and resources to those in need.

---

Saturday, February 1, 2025 at 4:02 AM UTC

I think events down by the lakefront are good enough. There's plenty of space down there without having to create more traffic havoc and Osceola County in general. I think all the events that they've been having cultural as well as events for the holidays are just perfect for downtown they bring in great crowds and I think that if we had the right businesses here we'd get even better business more often.

---

Saturday, February 1, 2025 at 3:45 AM UTC

Arts Festival, Local Music Festivals , Cultural Gatherings, Heritage Events and Family Friendly events that draw people downtown to support a variety of business after hours.

---

Saturday, February 1, 2025 at 3:23 AM UTC

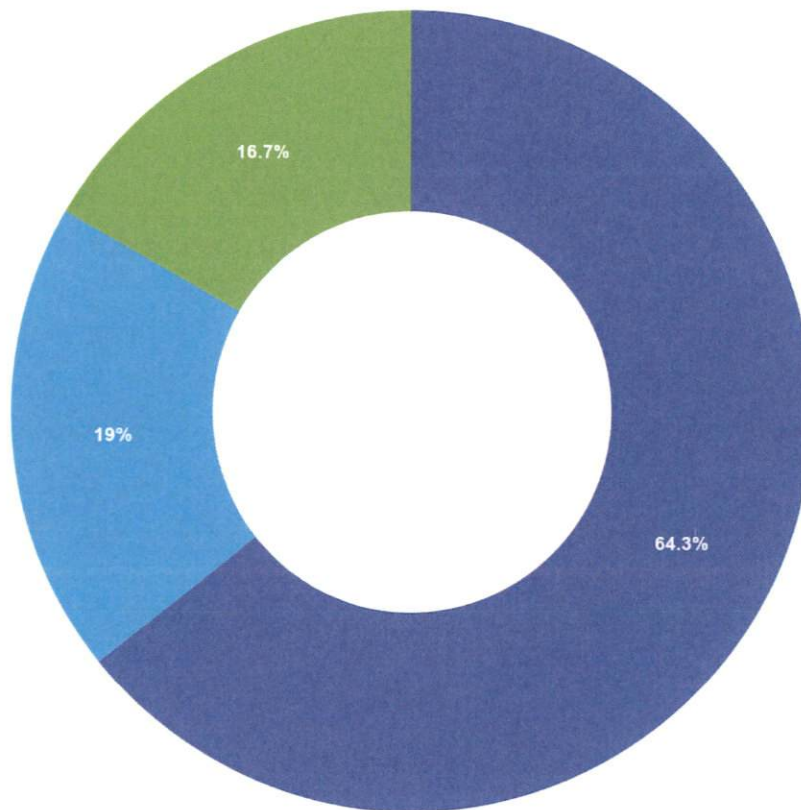
Dinner on Broadway, music festival, more high traffic events.

---

**Answered:** 84 **Unanswered:** 0

**Q19** Would you like to see events on streets other than Broadway? |

¿Te gustaría ver eventos en calles distintas a Broadway?\*



Answered: 84 Unanswered: 0

| Choice                                                                              |                | Total |
|-------------------------------------------------------------------------------------|----------------|-------|
|  | Yes   Si       | 54    |
|  | No             | 16    |
|  | Other   Otro/a | 14    |

**Q20** In what ways do you believe events taking place on streets other than Broadway should be regulated? |

¿De qué manera cree que deberían regularse los eventos que tienen lugar en calles distintas a Broadway?\*

Tuesday, February 4, 2025 at 12:22 PM UTC

Regulations with sense

---

Tuesday, February 4, 2025 at 6:23 AM UTC

Barricades, equally distributed to benefit all businesses,

---

Tuesday, February 4, 2025 at 6:09 AM UTC

Ninguna, un evento es un evento las regulaciones ya vienen con el.

---

Tuesday, February 4, 2025 at 2:02 AM UTC

Todos en un mismo orden

---

Tuesday, February 4, 2025 at 1:50 AM UTC

Con un itinerario a beneficio del comercio, residentes y visitantes

---

Tuesday, February 4, 2025 at 12:30 AM UTC

Events should not be for only a few, they should be available to everyone.

---

Monday, February 3, 2025 at 11:12 PM UTC

Seguridad para controlar el trafico

---

Monday, February 3, 2025 at 10:14 PM UTC

Road closures in a wider perimeter for safety, police presence required, age limits depending on time of day

Monday, February 3, 2025 at 10:06 PM UTC

More police presence as safety is a priority. Make sure there's more parking. No drinking in public

Monday, February 3, 2025 at 9:57 PM UTC

There are plenty of regulations already in place, but there should not be more than one side street closed at any given time. There should not be any discrimination or preferential treatment to any street over the other as long as regulations are concerned.

Monday, February 3, 2025 at 9:50 PM UTC

Strategic planning with business and Police

Monday, February 3, 2025 at 9:26 PM UTC

Police should be present and security staff. On the last Christmas parade many residents went on social media to share their frustrations with kids on the roads during mid parade (I have seen this) and people getting there earlier and the later crowds getting in front of them. These events need to be planned better and efficiently

Monday, February 3, 2025 at 8:47 PM UTC

Más seguridad

Monday, February 3, 2025 at 8:39 PM UTC

To ensure safe, organized, and effective events on streets outside of Broadway, the City of Kissimmee should implement clear guidelines that balance community enjoyment, business support, and public safety.

## 1. Traffic & Road Closure Regulations



- ☐ Limit full road closures to major events – Instead of completely shutting down streets, allow for partial closures or use side streets for smaller events.
- ☐ Require advanced traffic management plans – Ensure police officers, traffic signals, and detours are in place to reduce congestion.
- ☐ Public transit access must be considered – Events should not disrupt bus routes, emergency access, or essential transportation services.

## 2. Noise & Event Timing Restrictions

- ☐ Set noise level limits – Events near residential areas must have stricter sound regulations, especially in the evenings.
- ☐ Limit event hours – Late-night events should be restricted or heavily regulated to prevent disturbances.
- ☐ Require noise reduction measures – Use sound barriers, speaker direction adjustments, and volume controls in densely populated areas.

## 3. Business & Resident Impact Mitigation

- ☐ Require approval from affected businesses – Events should not harm local businesses by blocking entrances or discouraging customers.
- ☐ Notify residents & businesses in advance – A minimum 30-day notice should be required for events that impact surrounding areas.
- ☐ Compensation or discounts for affected businesses – If businesses experience loss of revenue due to closures, they should be offered marketing support or financial relief.

## 4. Vendor & Permit Regulations

- ☐ Limit the number of outside vendors – Ensure local businesses get priority before bringing in external vendors.
- ☐ Require strict permits for food & alcohol sales – Vendors must have health, safety, and alcohol licenses to operate.
- ☐ Mandate proper waste disposal – Events must provide trash bins, recycling stations, and post-event cleanup plans.

## 5. Safety & Security Enforcement

- ☐ Require security & crowd control measures – Large-scale events must have hired security, metal

detectors, and designated emergency exits.

☐ Ensure emergency access routes – Fire trucks, ambulances, and police vehicles must have clear entry points at all times.

☐ Increase police presence for nighttime events – Officers should monitor alcohol consumption, enforce public safety laws, and prevent disturbances.

#### 6. Event-Specific Rules Based on Location

☐ Events near Lakefront Park – Should focus on eco-friendly activities, wellness events, and water safety to prevent pollution.

☐ Events in Historic Districts – Must follow architectural and preservation guidelines to protect Kissimmee's heritage.

☐ Events in Business Areas – Should prioritize shopping festivals, food fairs, and business networking instead of loud or disruptive activities.

#### The Goal: Well-Organized, Safe, & Beneficial Events

By implementing these clear regulations, Kissimmee can ensure that events across the city remain enjoyable, safe, and beneficial to the community—without negatively impacting businesses, residents, or traffic flow.

---

Monday, February 3, 2025 at 8:13 PM UTC

Enforce more police on the streets, especially at night. Nothing to regret has happened before thanks to the civility of the people, with certain exceptions.

---

Monday, February 3, 2025 at 8:06 PM UTC

Siempre

---

Monday, February 3, 2025 at 8:02 PM UTC

Traffic must be a priority.

---

Monday, February 3, 2025 at 7:57 PM UTC

## Music and art events

Monday, February 3, 2025 at 7:40 PM UTC

Should be regulated in the same manner as events on Broadway

Monday, February 3, 2025 at 7:37 PM UTC

Not allow them

Monday, February 3, 2025 at 7:29 PM UTC

Yes

Monday, February 3, 2025 at 7:27 PM UTC

Same as Main Street

Monday, February 3, 2025 at 7:25 PM UTC

Controlling the hours, sales and consumption of alcohol

Monday, February 3, 2025 at 7:24 PM UTC

Every event in the city should be regulated to insure safety from law enforcement, EMS & public safety in the designated areas.

Monday, February 3, 2025 at 7:21 PM UTC

Family friendly events and opportunities to showcase small business owners

Monday, February 3, 2025 at 7:16 PM UTC

Con seguridad

Monday, February 3, 2025 at 7:01 PM UTC

More police

Monday, February 3, 2025 at 7:01 PM UTC

make it for more family not only for adult

Monday, February 3, 2025 at 6:59 PM UTC

More security and controlled alcohol sale and consumption. Kids friendly. Family oriented.

Monday, February 3, 2025 at 6:58 PM UTC

Con irden y bueba dureccion y trati de oarte de Kissimmee organizadores.

Monday, February 3, 2025 at 6:55 PM UTC

More cops

Monday, February 3, 2025 at 6:53 PM UTC

Hiring security detail, clear communication & a set plan the businesses can collectively adhere to & collaborate to execute said plan.

Monday, February 3, 2025 at 6:43 PM UTC

Time when closures are in effect

Monday, February 3, 2025 at 6:41 PM UTC

Según la disposición de la actividad

Monday, February 3, 2025 at 6:41 PM UTC

Should be a consult with the police and commission for any special event so to determine amount if attendance. Type of event and length. All are factors that could affect other businesses in the area

---

Monday, February 3, 2025 at 6:41 PM UTC

NA

---

Monday, February 3, 2025 at 6:40 PM UTC

Not sure

---

Monday, February 3, 2025 at 6:33 PM UTC

Same rules as in Broadway

---

Monday, February 3, 2025 at 6:30 PM UTC

Not sure but I want to feel safe when I go out

---

Monday, February 3, 2025 at 6:28 PM UTC

More security and laws enforcement

---

Monday, February 3, 2025 at 6:26 PM UTC

N/A

---

Monday, February 3, 2025 at 6:15 PM UTC

I disagree with side street closures as they promote an unsafe environment. Weve had multiple shootings on Dakin which is the root cause of our public safety problem downtown.

---

Monday, February 3, 2025 at 6:14 PM UTC

City stuff

---

Monday, February 3, 2025 at 5:58 PM UTC

Street closure. Permits for extending dining to sidewalks and streets.



Monday, February 3, 2025 at 5:19 PM UTC

Access should be considered for area businesses

Monday, February 3, 2025 at 5:04 PM UTC

The way you do when you close Broadway.

Monday, February 3, 2025 at 4:58 PM UTC

Hora de eventos

Que sean eventos familiares

Oportunidad equitativa

Seguridad (presencia de la policia)

Monday, February 3, 2025 at 4:56 PM UTC

Against it after the shootings on Dakin.

Monday, February 3, 2025 at 4:50 PM UTC

No side street closure permits should be allowed based on failures of the past.

Monday, February 3, 2025 at 4:38 PM UTC

Road closure policies, establish best practices, streamline permitting process.

Monday, February 3, 2025 at 4:29 PM UTC

Siii cultura

Monday, February 3, 2025 at 4:07 PM UTC

There should NOT be private event street closures in historic downtown due to previous special street closure permits breaching contracts for personal profit overlooking public safety concerns and protection of taxpayer property.

Monday, February 3, 2025 at 4:06 PM UTC

Law enforcement should regulate security, KM should be in charge of ALL events

Monday, February 3, 2025 at 4:04 PM UTC

Family safety

Monday, February 3, 2025 at 4:03 PM UTC

Not sure

Monday, February 3, 2025 at 5:42 AM UTC

I don't know

Monday, February 3, 2025 at 2:28 AM UTC

Yes

Sunday, February 2, 2025 at 10:48 PM UTC

These events should be regulated on a daily basis to support the needs of the community

Sunday, February 2, 2025 at 9:44 PM UTC

Ride share areas, more lighting,

Sunday, February 2, 2025 at 2:07 PM UTC

Igual

Sunday, February 2, 2025 at 1:21 PM UTC

Review permitting, increase security requirements, enforce rules, and hold permit holders accountable

Sunday, February 2, 2025 at 6:49 AM UTC

More planning

Sunday, February 2, 2025 at 12:09 AM UTC

I'm not sure

Saturday, February 1, 2025 at 10:04 PM UTC

Any additional costs incurred by non city events should be paid for through the vendor. A limited number of non profit events could be paid for by the city.

Saturday, February 1, 2025 at 9:37 PM UTC

There shouldn't be other streets. That is going to call for the need to spend time planning and organizing. Stick with the streets used now and perfect the flow of it

Saturday, February 1, 2025 at 9:31 PM UTC

Same as Broadway

Saturday, February 1, 2025 at 9:26 PM UTC

By getting a permit

Saturday, February 1, 2025 at 9:08 PM UTC

I haven't seen any problems

Saturday, February 1, 2025 at 9:03 PM UTC

Hasn't been a problem

Saturday, February 1, 2025 at 8:03 PM UTC

Crowd control

Saturday, February 1, 2025 at 5:50 PM UTC

I don't know what this entails.

Saturday, February 1, 2025 at 4:01 PM UTC

Probably best to just stick with Broadway

Saturday, February 1, 2025 at 3:25 PM UTC

Permits security

Saturday, February 1, 2025 at 2:45 PM UTC

Safety and security requirements with limits on number of closures

Saturday, February 1, 2025 at 1:43 PM UTC

parking should be a huge consideration

Saturday, February 1, 2025 at 1:08 PM UTC

In the same way events on Broadway are regulated by working with police and businesses.

Saturday, February 1, 2025 at 12:59 PM UTC

Safety

Saturday, February 1, 2025 at 12:49 PM UTC

Permitting to ensure the event is safe and thoroughly thought through.

Saturday, February 1, 2025 at 5:09 AM UTC

Same way it's always been handled.

Saturday, February 1, 2025 at 5:05 AM UTC

Depends

Saturday, February 1, 2025 at 4:45 AM UTC

Police details 100%

Saturday, February 1, 2025 at 4:02 AM UTC

I think that it should be at the lakefront or if it's done by the city and it's a really huge event like the boo or the Christmas one then Broadway should be shut down other than that. We have a beautiful lakefront with plenty of space for events that need to be done outside there's no need for street closures

Saturday, February 1, 2025 at 3:45 AM UTC

The events should be designed to bring people downtown to support not only the vent but the business along the business core.

Saturday, February 1, 2025 at 3:23 AM UTC

Side street businesses should be able to close off their streets with a permit. Streets closures shoot rotate.

**Answered:** 84 **Unanswered:** 0





**MEETING MINUTES  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, FEBRUARY 4, 2025 AT 6:00 PM**

**1. MEETING CALLED TO ORDER**

**Members Present:** Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez

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

Mayor Espinosa called the meeting to order at 6:01 PM.

**2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

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

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

**3.A Proclamation - Black History Month**

To present a proclamation in honor of Black History Month.

City Manager Steigerwald read a proclamation in honor of Black History Month as the Mayor and Commissioners presented the proclamation. Recipient, Ms. Nina Hill thanked the City for their support and encouraged continued unity for our community.

**3.B Swearing in Ceremony for Nine New Police Officers**

Swearing in and administering of oath for nine new Police Officers.

Interim Police Chief Anzueto administered the Oath of Office to Officers: Tiffany Galarza, Kilani Harvey, David Husband, Ruben Mercado, Jaggen Neil, Marc Anthony Otero, Michelle Pagan, and William Rivera.

**3.C Employee of the Month for February**

Staff requests that the Commission join the City Manager in recognizing Lily Soukup of the Parks and Recreation Department as the Employee of the Month for February.

City Manager Steigerwald introduced Lily Soukup of the Parks and Recreation Department and reviewed the qualities and attributes which led to her nomination and selection as employee of the month.

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

**4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

**4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 25-01 Providing Criminal History Background Checks**

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE IV, DEPARTMENTS,

OFFICERS AND EMPLOYEES, DIVISION 1, GENERALLY, PROVIDING FOR CRIMINAL HISTORY RECORD CHECK OF CERTAIN INDIVIDUALS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance # 25-01 to conduct criminal history background checks on prospective city employees and continued screenings on employees whose positions are critical to security and/or public safety.

City Attorney Sanchez de Fuentes read Proposed Ordinance #3113 by title and noted that Commissioners have been added to the ordinances as previously requested by the board. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to approve the Public Hearing and adopt Ordinance #3113. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

|                       |     |
|-----------------------|-----|
| Commissioner Alvarez  | AYE |
| Commissioner Martinez | AYE |
| Commissioner Ortiz    | AYE |
| Commissioner Eady     | AYE |
| Mayor Espinosa        | AYE |

Motion carried 5 - 0.

**5. PUBLIC HEARINGS**

**6. HEAR AUDIENCE** *Anything requiring a vote will be heard at a later time.*

Wanda Rentas, 2400 Queenswood Circle, Kissimmee, FL, shared her concerns about an incident in June 2023 and December 2024 involving an alleged false police report. Mayor Espinosa and the City Manager will review the public records requests related to this issue.

Tom Kapp, 21 N Clyde Avenue, Kissimmee, FL, expressed his appreciation for the recent enforcement of oversized vehicle regulations in the downtown area by the police department. However, he reported that bicycles on sidewalks remain an issue and emphasized the need for a consistent police presence downtown.

Jeremy Fetzer, 3532 Bay Court, Saint Cloud, FL, spoke about CRA funds and highlighted that business owners' tax dollars do not contribute toward funding police services. The City Manager and Mayor engaged in a discussion about the CRA fund, exploring potential options for amending the CRA Plan and balancing the associated costs.

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

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

Motion carried 5 - 0.

**7.A** Approval of City Commission Minutes from the January 21, 2025, meeting  
Request Commission approval of the January 21, 2025, Commission Minutes.

- 7.B First Amendment to the Lease Agreement with LYNX's Southern Operations Base  
Approval of the First Amendment to a Lease Agreement with LYNX for their Southern Operations Base at the City's Central Services Complex (Contract #20250017).
- 7.C 2024 EMS County Awards Grant  
Approval for the acceptance of an EMS County Awards Grant, and the utilization of the funds as outlined below. Staff also recommends that grant accounts be set up for these purchases.
- 7.D Bid Award for Citywide Pavement Management Milling and Resurfacing Project  
Approval to award the contracts for the Pavement Management Milling and Resurfacing Project to Middlesex Paving, LLC. (Contract #20250157), in the total project amount of \$1,528,500.00 and Preferred Materials, Inc. (Contract #20250158) in the total project amount of \$3,392,300.00. The funds are budgeted and available in the Gas Tax Fund.
- 7.E Approval to Adjust the General Fund Reserves for Fiscal Year 2024-2025 Budget for Economic Development  
This request is for Commission approval to adjust the General Fund Reserves for the fiscal year 2024-2025.

## 8. DISCUSSION ITEMS

### CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A Downtown Kissimmee CRA Brand Strategy  
Request that the Downtown Kissimmee CRA Board adopt the Downtown Kissimmee Brand Strategy packet and Brand Implementation and Evaluation Plan.
- Economic Development Director David Rodriguez, reviewed the PowerPoint presentation attached to the agenda, which covered the brand implementation and evaluation plan for the strategy. Redevelopment Planner Benjamin Burnett gave an overview of the RFP process, the goals of the rebranding initiative, and the community outreach efforts that have been carried out as part of the process.
- The Commissioners discussed the logo and whether they were satisfied with its design. They considered various options for a redesign, expressing a preference for greater diversity in the logo's appearance. The consensus was to have staff review new approaches and concepts internally and then present them for further discussion.
- 8.B Amendments to the Downtown Kissimmee CRA Commercial Property Improvement Program Policy  
Request that the Downtown Kissimmee CRA (DKCRA) Board approve the amendments to the Commercial Property Improvement Program (CPIP) policy.
- Revelopment Planner Benjamin Burnett reviewed a PowerPoint attached to the agenda which reviewed the Commercial Property Improvement Program policy and its goals and objectives.
- Board Member Martinez made a motion to approve the Downtown Kissimmee CRA Commercial Property Improvement Program policy. Board Member Alvarez seconded the motion.
- AYE: Board Member Alvarez, Board Member Eady, Board Member Martinez, Chairwoman Espinosa, Board Member Ortiz  
NAY: None

Motion carried 5 - 0.

- 8.C Amendments to the Vine Street CRA Commercial Property Improvement Program Policy  
Request that the Vine Street CRA (VSCRA) Board approve the amendments to the Vine Street CRA Commercial Property Improvement Program (CPIP) Policy.

Revelopment Planner Benjamin Burnett reviewed a PowerPoint attached to the agenda which reviewed the Commercial Property Improvement Program policy and its goals and objectives.

Board Member Martinez made a motion to approve the Vine Street CRA Commercial Property Improvement Program policy. Board Member Eady seconded the motion.

AYE: Board Member Alvarez, Board Member Eady, Board Member Martinez, Chairwoman Espinosa, Board Member Ortiz

NAY: None

Motion carried 5 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND  
RECONVENES AS THE CITY COMMISSION

- 8.D Advisory Board Vacancy: University of Central Florida Business Incubator Advisory Board  
Appoint a City Commissioner as a City Representative on the University of Central Florida Business Incubator Program Advisory Board.

Commissioner Alvarez made a motion to appoint Commissioner Martinez to the University of Central Florida Business Incubator Program Advisory Board. Mayor-Commissioner Espinosa seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz

NAY: None

Motion carried 5 - 0.

- 8.E Advisory Board Vacancy: Board of Adjustment  
The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustment.

An additional application was distributed for consideration (Exhibit "A").

Commissioner Martinez made a motion to appoint Rafael Lebron to the Board of Adjustment. Commissioner Alvarez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz

NAY: None

Motion carried 5 - 0.

**9. HEAR CITY OFFICIALS**

- 9.A CITY MANAGER  
City Manager Steigerwald reminded the audience about the upcoming African American Read In this Saturday at 10:00 a.m.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez appreciated the community participation in today's meetings. Commissioner Alvarez recommended the public to view the many art pieces in City Hall for Black History Month. Commissioner Ortiz commended the first responders for their service. Commissioner Eady provided an explanation as to her absence at the recent Chambers Park Revitalization ceremony and read a Facebook post into the record. Mayor Espinosa disclosed there is no place for hate or bigotry in our City.

## 10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:15 PM.

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MAYOR-COMMISSIONER

ATTEST:

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CITY CLERK



# Advisory Board Application



|                      |                          |
|----------------------|--------------------------|
| Submitted on         | 24 November 2024, 7:19PM |
| Receipt number       | 12                       |
| Related form version | 7                        |

## Applicant Information

|                                                         |                                                        |
|---------------------------------------------------------|--------------------------------------------------------|
| First Name                                              | Rafael                                                 |
| Last Name                                               | Lebron Rivera                                          |
| Street Address                                          | 3861 Shoreside Drive                                   |
| City                                                    | Kissimmee                                              |
| State                                                   | Florida                                                |
| Zip Code                                                | 34746                                                  |
| Phone                                                   | 9172856667                                             |
| Email                                                   | Rlebron@MyLebronLaw.com                                |
| Name of Employer                                        | Lebron Law, PLLC                                       |
| 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? | Yes, I own/operate a business in the City of Kissimmee |
| Legal Name of Business Owned/Operated by Applicant      | Lebron Law, PLLC                                       |
| Street Address of Business Owned/Operated by Applicant  | 15 South Orlando                                       |
| City of Business Owned/Operated by Applicant            | Kissimmee                                              |
| State of Business Owned/Operated by Applicant           | FL                                                     |
| Zip Code of Business Owned/Operated by Applicant        | 34741                                                  |

## Board Interest & Qualifications

|                                                         |                         |
|---------------------------------------------------------|-------------------------|
| Please select all advisory boards you wish to serve on: | Planning Advisory Board |
|---------------------------------------------------------|-------------------------|

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Bronx Borough President's Office in the Community Affairs Department  
Bronx , New York  
Pelham Parkway Little League as Manager and Umpire Bronx, New York  
Orlando Pony League Manager, Umpire, Board Member and President  
Orlando, Florida

Please list any special skills or certifications?

Strategic Leadership:

Proven track record of leading and managing diverse teams in both hospital, sports and legal industries.  
Expertise in developing and implementing strategic plans to drive organizational growth and efficiency.

Operational Management:

Adept at overseeing complex operations in high-pressure environments, ensuring optimal performance and compliance with industry standards.

Business Development Expertise:

Currently serving as Director of Business Development at Lebron Law, PLLC, with a focus on client acquisition, relationship management, and organizational growth.

Conflict Resolution:

Certified Professional Baseball Umpire with strong skills in decision-making and conflict resolution under dynamic and fast-paced conditions.

Industry Adaptability:

Exceptional ability to transition and excel in leadership roles across varying industries, showcasing versatility and innovative thinking.

Team Development:

Experience in mentoring and fostering professional growth among team members to achieve collective and individual success.

Analytical Problem-Solving:

Skilled in identifying challenges and implementing effective, data-driven solutions.

Communication and Negotiation:

Strong interpersonal skills to effectively communicate with stakeholders, mediate disputes, and negotiate successful outcomes.

Please attach your resume or proof of qualification and/or licenses.

[Rafael Lebron Resume 2024.docx](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

Hispanic

What is your gender?

Male

Are you physically disabled?

No, I am not physically disabled

Signature

*Karel A. Lebrón*

[Link to signature](#)

**Rafael A. Lebron**  
**3861 Shoreside Drive, Kissimmee, FL 34746**  
**Phone: 917-285-6667 Email: [RLebron123@aol.com](mailto:RLebron123@aol.com)**

Highly energetic, proven leader with excellent inter-personal communication skills. Goal driven and detailed oriented with a proven track record of successful project development and implementation.

### **Skills**

Bilingual English/Spanish, Host, Opera, PMS, Lightspeed, Marsha, GXP, Voice, Medallia, Kipsu, Zingel, Hotsos, Synergy, Type 30 wpm, Microsoft Word, Microsoft Excel, Lawmatics, DialPad, Gusto

### **Professional Experience**

#### **Director of Business Development**

**Lebron Law, PLLC, Kissimmee, Florida**

**December 2023- Present**

Maximize the sales potential, create and implement sales plans, and support Legal Assistants, Paralegals and Attorneys; Develop and cultivate professional relationships with clients, referral sources, vendors and business partners; Collaborate with the managing attorney and oversee community engagements to implement innovative strategies, ensuring the achievement of all sales goals; Commit to a targeted level of new client growth and profit by implementing the overall strategic direction for business development within the company.

#### **Director of Front Office**

**The Sarasota Modern Hotel, Sarasota, Florida**

**April 2023- November 2023**

Direct and administer all front office and valet operations including, but not limited to, monitoring and developing team member performance, providing supervision and professional development; align departmental schedule with occupancy, conduct counseling and evaluations; monitor room inventory and availability, brand initiatives, systems use and management; budgeting and forecasting, policy and procedure implementation and enforcement; set goals and guidelines, establish protocols and timelines, recruit, interview and train staff; monitor operations to ensure the staff functions efficiently and is empowered to reach goals, implement the hotel's policies and regulations to ensure operations run smoothly, efficiently and provide world class service; resolve escalated guest issues and concerns.

#### **Assistant Front Office Manager**

**Omni Orlando Resort at Champions Gate, Champions Gate, Florida**    **December 2022- April 2023**

Assist in managing the Front Office operations, ensuring all systems, standards and controls are maintained; handle all training with associates to ensure Omni standards; handle all guest complaints maintaining a satisfactory impression with the guest on resolving any complaints; complete weekly supply inventories to ensure adequate pars of such; complete rate discrepancy report and make needed changes; block/assign applicable arrivals for day of arrivals; complete check-out with balance report; complete daily credit checks, high balance and Elmer's reports; adhere to all systems & controls of the Front Office and appropriate areas of responsibilities; assure knowledge and training of marketing programs of company and hotel, work closely with the Loyalty Ambassador to ensure all select guests are being tracked and serviced; monitor the Front Office employees to make sure all guests receive prompt and personal recognition, efficient guest registration, room assignment and check-out procedures.

#### **Director of Guest Services**



**South Seas Island Resort, Captiva Island, Florida****June 2022- October 2022**

Organized, directed, and ensured the entire front office, bell stand, trolley drivers, and GRC operators, a staff of approximately 35 direct reports in four different departments, operate within the scope of a budget to maximize revenue and profit while attaining optimal guest satisfaction; monitored and ensured the department is in alignment with the corporate Medallia goals for the month and year to date; provided profit and loss reports; attended daily and weekly operational meetings to review the metrics in order to research advance root cause and improve strategic decision planning; Responded to guests' requests and concerns, Medallia surveys and accommodate groups to ensure guests are satisfied and provided repeat business; conducted interviews, training, and evaluations; audit supplies, organized departmental meetings and agendas; reviewed and resolved discrepancies for all guest services accounts; prepared a shift briefing to communicate hotel activities; analyze group resumes to determine staffing needs; ensured staffing responsibilities are completed which includes closing check lists, end of shift pass downs, room drop and portage assignments and invoices; developed, mentored and coached the entire guest services team; collaborate with all hotel departments to ensure we exceed guest expectations and resolve any challenges; utilized effective verbal and written communication.

**Sales Associate****Rooms To Go, Orlando, Florida****July 2020- June 2022**

Greeted and engaged with customers; uncover customer's home furnishing needs to help them make their design vision become a reality; generated sales through a consultative approach; build rapport with customers through strong interpersonal skills and excellent listening skills; earn customer's business through honest conversation filled with integrity; encouraged customer to consider additional products to complete the room; explained financing and protection plans; demonstrate our product value and explained benefits that fulfill the customer's needs; scheduled deliveries;

**Assistant Guest Services Manager/ Manager on Duty****Hyatt Regency Orlando\*, Orlando, Florida****May 2018- July 2020**

Lead guest services operations with keen attention to detail; ensured the quality and standards of the brand are met with a staff of approximately 70 direct reports in four different departments comprised of the bell service, regency club, front drive and the front desk; structure and implement training plans for all of the guest services departments; perform house counts and monitor the guest's arrivals to ensure proper staffing is in place for the operation and focus on providing a memorable guest experience; key contributions include: identifying potential challenges with room activity for the World of Hyatt members, meeting planners, and VIPs; develop guest-focused initiatives including proactively contacting guests in advance of their arrival and/or departure; perform as Manager on Duty as needed to ensure exceptional customer service is met; monitor and ensure the department is in alignment with the corporate goals for the month and year to date; provide profit and loss reports, attend daily and weekly operational meetings to review the metrics in order to research advance root cause and improve strategic decision planning; resolve any "We Care" daily report concerns; conduct interviews, training, and evaluations, audit supplies, order food and beverage products; organize departmental meetings and agendas; schedule staffing; prepare a shift briefing to communicate hotel activities, group resumes and to review any staff or guest feedback; ensure staffing responsibilities are completed, develop, mentor and coach the entire guest services team; collaborate with all of the hotel's departments to ensure we exceed guest expectations and resolve any challenges; utilize effective verbal and written communication; and perform as a safety board committee member. *\*Recipient of the 2018 Hyatt of the Year Award for Excellence*

**Front Office Supervisor/ Manager on Duty****Hilton Grand Vacations at Tuscany Village\*\*, Orlando, Florida****April 2017- May 2018**

Provided guidance in the operation and leadership of approximately 45 Team Members for five different departments comprised of the front desk, bell services, gate house, greeters and PBX; oversee day-to-day



operations with a keen attention to detail and ensure the quality and standards of the brand are met; structure and implement training plans for front office; perform house counts and monitor the inventory for arrivals; perform as Manager on Duty as needed to ensure exceptional customer services are met; monitor and respond to guest satisfaction surveys daily; assist in interviewing, training, auditing and the evaluation of Team Members; review and resolve dispute accounts and housekeeping discrepancies; Ensure work is completed to include, and shift closings; coordinate with all resort departments to exceed guest expectations; utilize effective verbal and written communication, and coordinate with all departments to resolve guest issues. *\*\*Recipient of the 2017 Hilton Connie Award and Award for Excellence*

### **Housekeeping Supervisor**

**Parc Soleil by Hilton Grand Vacations, Orlando, Florida**

**Aug. 2016- April 2017**

Supervised housekeeping operations throughout the resort with a keen attention to detail to maintain the resort's highest standards and optimum services were provided to guest; Utilized effective time management to assist with scheduling, room assignments, training requisitions and department expense were met; responsible for generating departmental discrepancy reports; provided guidance and directions to approximately 11 to 20 team members per shift; audit department inventory; performed as departmental Manager on Duty as needed; provided sincere and courteous service to guests, conducted weekly and monthly inventories of housekeeping supplies, room supplies and linen; promptly responded to guest complaints, feedback and needs; maintained a collaborative relationship with management from various departments; assisted the executive director with safety committee and compliance requirements. Provided training as Taskforce Trainer during grand openings at new properties.

### **Exceptional Student Education Paraprofessional**

**School District of Osceola County, Kissimmee, Florida**

**Nov. 2014- Aug. 2016**

### **Front Office Supervisor/Rooms Controller**

**Loews Portofino Bay Resort, Orlando, Florida**

**Jan. 2014- Nov. 2014**

### **Education**

Mercy College - Liberal Arts Major

2005-2009

## ITEM 7.B

### Approval of early renewal of lease purchase agreement between the City of Kissimmee and Axon Enterprise, Inc.

#### Request

Approval of the early renewal of lease purchase agreements under the Officer Safety Program for the Police Department, which includes Conducted Electrical Weapons (CEWs), body cameras, and digital evidence storage, extending the current agreements with Axon Enterprise, Inc. (Contracts 20230146 & 20240281) for a new five-year term.

#### Explanation

Axon Enterprise, Inc. is the current provider for the Officer Safety Program in the Police Department, which is composed of CEW units, body cameras and digital evidence storage currently under its fourth year of the lease purchase agreement. The initial agreement provided for sworn positions in the Patrol division, with later agreements adding School Resource Officers (SRO) and Community Engagement Officers (CEU). This new agreement would expand body camera coverage to include the Criminal Investigation Divisions, Special Task Force Officers and Lieutenants. Training and virtual reality support is provided by Axon.

This agreement upgrades the Department's less lethal taser from a Taser 7 model to a Taser 10, providing greater accuracy when using less lethal force. Renegotiating the current contracts prior to their completion saves the City \$1,624,419.67 over the new contract period and protection from future price increases. The first year's payment of \$394,060.57 will be covered by the current budget of \$406,260. Monies will be allocated in the next four operating budgets based upon the attached payment schedule to reflect a total purchase price of \$3,082,648.53 over the entire 5-year period.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget  | Actual     |
|-----------------|-----------|---------------------|---------|------------|
| 00190707-507171 |           |                     | 406,260 | 394,060.57 |

#### Financial Summary:

In addition to this initial payment of \$394,060.57, future payments will be made over the next 4 years as follows:

|         |              |
|---------|--------------|
| FY 2026 | \$658,385.51 |
| FY 2027 | \$667,211.26 |
| FY 2028 | \$681,494.27 |
| FY 2029 | \$681,496.92 |

#### Recommendation

City of Kissimmee

Staff requests Commission approval for entering into the new agreement with the five (5) year payments.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

**Attachment(s):**

1. Sole Source Axon Agenda Item 020325
2. Human Trafficking Affidavit Axon Agenda 020325
3. (S)Axon Master Agreement 020325
4. Agenda Item Draft Axon Agenda 020325



17800 N. 85th St., Scottsdale, Arizona 85255 \* 480-991-0797 \* Fax 480-991-0791 \* [www.axon.com](http://www.axon.com)

January 19, 2024

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Manufacturer Letter for Axon Enterprise, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions**

Axon Enterprise, Inc. (Axon), is the sole manufacturer for TASER brand energy weapons and Axon brand products. Axon is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia. Axon is also the sole developer and offeror of the Evidence.com data management services.<sup>1</sup>



### **TASER Energy Weapon Descriptions**

#### **TASER 10 Energy Weapon**

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERS that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence services

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<sup>1</sup> Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

### **X2 Energy Weapon**

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

### **X26P Energy Weapon**

- High efficiency flashlight
- Red LASER (used for target acquisition)



- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **TASER Brand Energy Weapon Model Numbers**

1. Energy Weapons:
  - TASER 10 Models: 100390, 100391
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 – 4-year extended warranty, item number 22014
  - X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 10 Magazines
  - TASER 10 live duty magazine (black), item number 100393
  - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
  - TASER 10 live training magazine (purple), item number 100395
  - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
  - TASER 10 live cartridge, item number 100399
  - TASER 10 HALT cartridge, item number 10400
  - TASER 10 inert cartridge, item number 100401

5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 20012
  - Close Quarter cartridge, 12 degrees, Model 20013
6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 34200
  - 21-foot Model: 44200
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 44203
  - 35-foot Model: 44206
7. TASER Smart Cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22150
  - 25-foot Model: 22151
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
  - 35-foot Model: 22152
  - Inert Smart Cartridge Model: 22153
8. Power Modules for TASER 7 and TASER 10 energy weapons:
  - Tactical battery pack Model 22018
  - Compact battery pack Model 22019
  - Non-Rechargeable battery pack Model 22020
  - Disconnect battery pack Model 20027 (currently only for the TASER 7 energy weapon)
9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
10. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
  - TASER Weapons Dock Core and Multi-bay Module: 74200
  - TASER Weapons Dock Core and Single-bay Module: 74201
  - TASER Weapons Dock Single Bay Dataport: 74208
11. Power Modules (Battery Packs) for X26P and X2 energy weapons:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116
12. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. TASER Simulation Suit II Model 44550

## **Axon Digital Evidence Solution Description**

### **Axon Body 4 Video Camera (DVR)**

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)

- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet 2 Camera**

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on [Axon Evidence](#)
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

#### **Axon Fleet Camera**

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence

- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

### **Axon Capture Application**

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

### **Axon Commander Services**

- On-premises data management platform



- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

#### **Axon View Application**

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

#### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



### **Axon Brand Model Numbers**

1. Axon Body 4 Cameras:
  - Axon Body 4 Camera Model: 100147
  - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
  - Universal Helmet Mount Model: 11548
8. Axon Body 2 Camera Model: 74001
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Fleet 3 Camera
  - High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
  - High-definition Interior Camera with infrared illumination for back seat view in complete darkness
  - Wireless Mic and Charging Base for capturing audio when outside of vehicle
  - Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
  - Automatic transition from Buffering to Event mode with configurable Signals
  - Video Recall records last 24 hours of each camera in case camera not activated for an event
  - Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more

- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Axon Evidence
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Prioritized upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

#### 11. Axon Fleet 2 Camera

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on [Axon Evidence](#)
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

#### 12. Axon Fleet Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027
- Axon Fleet 3 Dual View Camera: 72000
- Axon Fleet 3 Interior Camera: 72037
- Axon Fleet Hub: 72010

#### 13. Axon Signal Unit Model: 70112

#### 14. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2 Model: 11536
- Axon Dock – 6-Bay and Core for Axon Flex 2 Model: 11537
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Dock – 1-Bay for Axon Body 3 Model: 71104

- Axon Dock – 8-Bay for Axon Body 3 Model: 74210

### TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>2</sup> Axon Evidence, unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>2</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video

<sup>2</sup> Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>3</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner  
President  
Axon Enterprise, Inc.

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<sup>3</sup> Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.





## HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

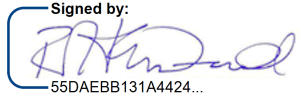
Axon Enterprise, Inc. does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Robert E. Driscoll, Jr.

Title of Contractor's Authorized Representative: Deputy General Counsel

Signature of Contractor's Authorized Representative:

Signed by:  
  
55DAEBB131A4424...

Date: 1/14/2025 | 2:53 PM MST



## First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Kissimmee Police Department (FL) ("**Customer**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**".

Axon and Customer are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Kissimmee Police Department (FL), dated August 11, 2021 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate the following references:
  - a. Any reference to "Axon Body 3" or "AB3" shall also mean "Axon Body 4" or "AB4," when and as applicable.
  - b. Any reference under the Agreement to "TASER 7" or "OSP 7" shall also mean "TASER 10" and/or "OSP 10," except for any reference under the TASER Device Appendix or under any applicable Quote, which should only refer to the TASER product cited therein.
2. The following language is added in as Section 7.5 of the Agreement:
  - a. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
3. The attached documents are hereby incorporated into the Agreement:
  - a. Cloud Services Terms of Use Appendix (*Replaces previous Cloud Services Terms of Use Appendix*)
  - b. Professional Services Appendix (*Replaces previous Professional Services Terms of Use Appendix*)
  - c. TASER Device Appendix (*Replaces previous TASER 7 Appendix*)
  - d. Auto-Transcribe Appendix
  - e. Application Programming Interface Appendix
  - f. Investigate Appendix
  - g. Events Appendix
  - h. Quote Q-642700-45679.616BR
  - i. Florida Law Appendix
4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**[Signatures to follow on next page]**

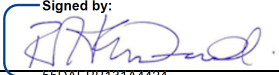


**First Amendment to the Master  
Services and Purchasing Agreement**

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

**Axon Enterprise, Inc.**

**Kissimmee Police Department (FL)**

Signed by:  
Signature:  55DAEBB131A4424...

Signature: \_\_\_\_\_

Name: Robert E. Driscoll, Jr.

Name: \_\_\_\_\_

Title: Deputy General Counsel

Title: \_\_\_\_\_

Date: 1/24/2025 | 10:47 AM MST

Date: \_\_\_\_\_



## First Amendment to the Master Services and Purchasing Agreement

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### Axon Cloud Services Terms of Use Appendix

#### **Definitions.**

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

**Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

**Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

**Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

**Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the



## First Amendment to the Master Services and Purchasing Agreement

configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

**Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

**Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

**Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

**Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

**Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

**Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

**TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall





## First Amendment to the Master Services and Purchasing Agreement

own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**

In the event Customer seeks Axon’s deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

**Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer’s Axon Records Subscription Term, if any, Customer will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term (“**Axon Records Subscription**”)
- b. An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

**Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
- e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
- h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.



## First Amendment to the Master Services and Purchasing Agreement

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**Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

**After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

**Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

**U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

**Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



## First Amendment to the Master Services and Purchasing Agreement

### Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

#### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

#### Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

#### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

#### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

#### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

#### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

#### Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:



## First Amendment to the Master Services and Purchasing Agreement

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

### Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

### TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.



## First Amendment to the Master Services and Purchasing Agreement

### Post go-live review

**For the CEW Full Service Package:** On-site assistance included.

**For the CEW Starter Package:** Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

#### Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

#### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**





## First Amendment to the Master Services and Purchasing Agreement

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- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



## First Amendment to the Master Services and Purchasing Agreement

### TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

| <b><u>Customer Size</u></b> | <b><u>Days to Return from Start Date of TASER 10 Subscription</u></b> |
|-----------------------------|-----------------------------------------------------------------------|
| Less than 100 officers      | 60 days                                                               |
| 100 to 499 officers         | 90 days                                                               |
| 500+ officers               | 180 days                                                              |

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.



## First Amendment to the Master Services and Purchasing Agreement

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10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
  - 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



## First Amendment to the Master Services and Purchasing Agreement

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### Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
  - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



## First Amendment to the Master Services and Purchasing Agreement

### Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

#### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

#### 2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

#### 3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

#### 4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;



## First Amendment to the Master Services and Purchasing Agreement

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- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
  - 4.11. disclose Axon's API manual.
  - 5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
    - 5.1. the design, structure and naming of API Service fields in all responses and requests;
    - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
    - 5.3. the structure of and relationship of API Service resources; and
    - 5.4. the design of API Service, in any part or as a whole.
  - 6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
    - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
    - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
    - 6.3. misrepresent the source or ownership; or
    - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
  - 7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.





## First Amendment to the Master Services and Purchasing Agreement

### Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be



## First Amendment to the Master Services and Purchasing Agreement

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downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



## First Amendment to the Master Services and Purchasing Agreement

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### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



## First Amendment to the Master Services and Purchasing Agreement

### Florida Law Appendix

This Appendix incorporates clauses required by Florida Law into the Agreement.

1. **Scrutinized Companies**. By signing this Amendment, Axon certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If Customer determines, using credible information available to the public, that Axon has submitted false certification, Customer shall provide Axon with written notice of its determination. Axon shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and Customer may choose to terminate the Agreement at its sole discretion.
  
2. **E-Verify**. In accordance with Section 448.095, Florida Statutes, Axon shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Axon enters into a contract with a subcontractor performing work or providing services on its behalf, Axon shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Axon shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.  
  

Axon shall, upon request, provide evidence of compliance with this provision to Customer. Failure to comply with this provision is a material breach of this Agreement, and Customer may choose to terminate the Agreement at its sole discretion.
  
3. **Antitrust Violator Vendor List**. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
  
4. **Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.



## First Amendment to the Master Services and Purchasing Agreement

5. **Public Records.** Axon acknowledges Customer's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, and pursuant to the aforementioned laws, Axon shall keep and maintain public records required by Customer to perform the service.

**If Axon has questions regarding the application of Chapter 119, Florida Statutes, to the Customer's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.gov](mailto:cityclerkemail@kissimmee.gov), and 101 Church Street, Kissimmee, Florida 34741.**

- a. If Customer's Custodian of Records requests records from Axon, Axon shall provide Customer's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
  - b. Axon shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Axon does not transfer the records to Customer.
  - c. Upon completion of the Agreement, Axon shall make available, at no cost, to Customer all public records in possession of Axon or keep and maintain public records required by Customer to perform the service. If Axon transfers all public records to Customer upon completion of the Agreement, Axon shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Axon keeps and maintains public records upon completion of the Agreement, Axon shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.
6. **Human Trafficking.** Axon shall provide Customer with an affidavit signed by an officer or representative of Axon attesting, under penalty of perjury, that Axon does not use coercion for labor or services as defined by section 787.06, Florida Statutes.
7. **Prohibited Telecommunications Equipment.** To the extent applicable, Axon represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Amendment, Axon represents and certifies that Axon and its applicable subcontractors will not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for Customer under this Agreement for the entire duration of this Agreement. If Axon is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Axon must promptly report the information in 40 CFR Section 52.204-25(d)(2) to Customer.



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-642700-45679.616BR**

Issued: 01/22/2025

Quote Expiration: 02/14/2025

Estimated Contract Start Date: 04/01/2025

Account Number: 109207

Payment Terms: N30

Delivery Method:

| SHIP TO                                                                                 | BILL TO                                                                                          |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Kissimmee Police Dept. - FL<br>8 N Stewart Ave<br>Kissimmee,<br>FL<br>34741-5463<br>USA | Kissimmee Police Dept. - FL<br>8 N Stewart Ave<br>Kissimmee<br>FL<br>34741-5463<br>USA<br>Email: |

| SALES REPRESENTATIVE                                    | PRIMARY CONTACT                                                                            |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Brendan Rome<br>Phone:<br>Email: brome@axon.com<br>Fax: | Christopher Succi<br>Phone: 407-847-0176<br>Email: christopher.succi@kissimmee.gov<br>Fax: |

**Quote Summary**

|                               |                       |
|-------------------------------|-----------------------|
| Program Length                | 60 Months             |
| <b>TOTAL COST</b>             | <b>\$3,082,648.53</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$3,082,648.53</b> |

**Discount Summary**

|                          |                       |
|--------------------------|-----------------------|
| Average Savings Per Year | \$324,883.93          |
| <b>TOTAL SAVINGS</b>     | <b>\$1,624,419.67</b> |



Payment Summary

| Date     | Subtotal       | Tax    | Total          |
|----------|----------------|--------|----------------|
| Mar 2025 | \$394,060.57   | \$0.00 | \$394,060.57   |
| Mar 2026 | \$658,385.51   | \$0.00 | \$658,385.51   |
| Mar 2027 | \$667,211.26   | \$0.00 | \$667,211.26   |
| Mar 2028 | \$681,494.27   | \$0.00 | \$681,494.27   |
| Mar 2029 | \$681,496.92   | \$0.00 | \$681,496.92   |
| Total    | \$3,082,648.53 | \$0.00 | \$3,082,648.53 |

Quote Unbundled Price: **\$4,707,068.20**  
 Quote List Price: **\$3,725,512.36**  
 Quote Subtotal: **\$3,082,648.53**

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description                                                | Qty | Term | Unbundled | List Price | Net Price     | Subtotal       | Tax    | Total          |
|----------------------------|------------------------------------------------------------|-----|------|-----------|------------|---------------|----------------|--------|----------------|
| <b>Program</b>             |                                                            |     |      |           |            |               |                |        |                |
| 100553                     | TRANSFER CREDIT - SOFTWARE AND SERVICES                    | 1   |      |           | \$1.00     | (\$98,943.67) | (\$98,943.67)  | \$0.00 | (\$98,943.67)  |
| 100841                     | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 1   | 12   |           | \$42.82    | \$42.82       | \$513.84       | \$0.00 | \$513.84       |
| 100841                     | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 2   | 24   |           | \$42.82    | \$42.82       | \$2,055.36     | \$0.00 | \$2,055.36     |
| 100841                     | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 3   | 36   |           | \$42.82    | \$42.82       | \$4,624.56     | \$0.00 | \$4,624.56     |
| 100552                     | TRANSFER CREDIT - GOODS                                    | 1   |      |           | \$1.00     | \$16,390.52   | \$16,390.52    | \$0.00 | \$16,390.52    |
| M00012                     | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 158 | 60   | \$394.73  | \$297.90   | \$265.02      | \$2,512,389.60 | \$0.00 | \$2,512,389.60 |
| B00022                     | BUNDLE - UNLIMITED PLUS                                    | 8   | 60   | \$289.86  | \$238.32   | \$238.32      | \$114,393.60   | \$0.00 | \$114,393.60   |
| M00012                     | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 1   | 48   | \$438.69  | \$291.95   | \$291.95      | \$14,013.60    | \$0.00 | \$14,013.60    |
| M00012                     | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 3   | 24   | \$584.86  | \$280.50   | \$280.50      | \$20,196.00    | \$0.00 | \$20,196.00    |
| M00012                     | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 2   | 36   | \$423.80  | \$286.15   | \$286.15      | \$20,602.80    | \$0.00 | \$20,602.80    |
| <b>A la Carte Hardware</b> |                                                            |     |      |           |            |               |                |        |                |
| 74056                      | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                    | 2   |      |           | \$64.00    | \$64.00       | \$128.00       | \$0.00 | \$128.00       |
| 50118                      | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)                | 4   |      |           | \$243.31   | \$243.31      | \$973.24       | \$0.00 | \$973.24       |
| 50298                      | AXON INTERVIEW - CAMERA - OVERT DOME                       | 4   |      |           | \$992.92   | \$992.92      | \$3,971.68     | \$0.00 | \$3,971.68     |
| 50322                      | AXON INTERVIEW - TOUCH PANEL PRO                           | 2   |      |           | \$3,286.23 | \$3,286.23    | \$6,572.46     | \$0.00 | \$6,572.46     |
| H00003                     | AB4 1-Bay Dock Bundle                                      | 9   |      |           | \$229.00   | \$0.00        | \$0.00         | \$0.00 | \$0.00         |
| H00001                     | AB4 Camera Bundle                                          | 55  |      |           | \$849.00   | \$0.00        | \$0.00         | \$0.00 | \$0.00         |
| H00003                     | AB4 1-Bay Dock Bundle                                      | 3   |      |           | \$229.00   | \$0.00        | \$0.00         | \$0.00 | \$0.00         |
| H00001                     | AB4 Camera Bundle                                          | 3   |      |           | \$849.00   | \$0.00        | \$0.00         | \$0.00 | \$0.00         |
| H00003                     | AB4 1-Bay Dock Bundle                                      | 2   |      |           | \$229.00   | \$0.00        | \$0.00         | \$0.00 | \$0.00         |
| H00001                     | AB4 Camera Bundle                                          | 2   |      |           | \$849.00   | \$0.00        | \$0.00         | \$0.00 | \$0.00         |
| H00003                     | AB4 1-Bay Dock Bundle                                      | 1   |      |           | \$229.00   | \$0.00        | \$0.00         | \$0.00 | \$0.00         |
| H00001                     | AB4 Camera Bundle                                          | 1   |      |           | \$849.00   | \$0.00        | \$0.00         | \$0.00 | \$0.00         |
| <b>A la Carte Software</b> |                                                            |     |      |           |            |               |                |        |                |
| 85760                      | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 1   | 48   |           | \$22.10    | \$22.10       | \$1,060.80     | \$0.00 | \$1,060.80     |
| 85760                      | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 3   | 24   |           | \$21.22    | \$21.22       | \$1,527.84     | \$0.00 | \$1,527.84     |
| 100165                     | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 1   | 48   |           | \$32.09    | \$32.09       | \$1,540.32     | \$0.00 | \$1,540.32     |
| 85760                      | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 2   | 36   |           | \$21.65    | \$21.65       | \$1,558.80     | \$0.00 | \$1,558.80     |
| 100165                     | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 3   | 24   |           | \$30.80    | \$30.80       | \$2,217.60     | \$0.00 | \$2,217.60     |
| 100165                     | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 2   | 36   |           | \$31.43    | \$31.43       | \$2,262.96     | \$0.00 | \$2,262.96     |
| 50039                      | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL  | 2   | 60   |           | \$28.21    | \$28.21       | \$3,385.20     | \$0.00 | \$3,385.20     |
| 50043                      | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2   | 60   |           | \$32.98    | \$32.98       | \$3,957.60     | \$0.00 | \$3,957.60     |
| 50045                      | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED         | 4   | 60   |           | \$111.75   | \$111.75      | \$26,820.00    | \$0.00 | \$26,820.00    |
| 85760                      | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 166 | 60   |           | \$22.57    | \$11.29       | \$112,398.60   | \$0.00 | \$112,398.60   |
| 100165                     | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 166 | 60   |           | \$32.76    | \$27.19       | \$270,820.70   | \$0.00 | \$270,820.70   |
| BasicLicense               | Basic License Bundle                                       | 20  | 60   |           | \$16.27    | \$16.25       | \$19,500.00    | \$0.00 | \$19,500.00    |
| <b>A la Carte Services</b> |                                                            |     |      |           |            |               |                |        |                |
| 85170                      | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)        | 2   |      |           | \$7,450.00 | \$7,450.00    | \$14,900.00    | \$0.00 | \$14,900.00    |

| A la Carte Warranties |                                              |    |    |         |         |                       |               |                       |
|-----------------------|----------------------------------------------|----|----|---------|---------|-----------------------|---------------|-----------------------|
| 100942                | AXON BODY 4 - EXT WARRANTY - CAMERA          | 35 | 49 | \$14.69 | \$0.00  | \$0.00                | \$0.00        | \$0.00                |
| 100944                | AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK | 1  | 49 | \$6.07  | \$0.00  | \$0.00                | \$0.00        | \$0.00                |
| 50448                 | AXON INTERVIEW - EXT WARRANTY                | 2  | 49 | \$28.74 | \$28.74 | \$2,816.52            | \$0.00        | \$2,816.52            |
| <b>Total</b>          |                                              |    |    |         |         | <b>\$3,082,648.53</b> | <b>\$0.00</b> | <b>\$3,082,648.53</b> |

## Delivery Schedule

### Hardware

| Bundle                               | Item   | Description                                                | QTY  | Shipping Location | Estimated Delivery Date |
|--------------------------------------|--------|------------------------------------------------------------|------|-------------------|-------------------------|
| AB4 1-Bay Dock Bundle                | 100201 | AXON BODY 4 - DOCK - SINGLE BAY                            | 9    | 1                 | 03/01/2025              |
| AB4 1-Bay Dock Bundle                | 71104  | AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA             | 9    | 1                 | 03/01/2025              |
| AB4 Camera Bundle                    | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 55   | 1                 | 03/01/2025              |
| AB4 Camera Bundle                    | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 1    | 1                 | 03/01/2025              |
| AB4 Camera Bundle                    | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C                       | 61   | 1                 | 03/01/2025              |
| AB4 Camera Bundle                    | 74028  | AXON BODY - MOUNT - WING CLIP RAPIDLOCK                    | 61   | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100126 | AXON VR - TACTICAL BAG                                     | 7    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R                   | 158  | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R                   | 5    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100393 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK                 | 158  | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100393 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK                 | 5    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100394 | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE              | 12   | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100395 | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE            | 9    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100396 | AXON TASER 10 - MAGAZINE - INERT RED                       | 30   | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                           | 3160 | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 950  | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100401 | AXON TASER 10 - CARTRIDGE - INERT                          | 300  | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100611 | AXON TASER 10 - SAFARILAND HOLSTER - RH                    | 158  | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100623 | AXON TASER - TRAINING - ENHANCED HALT SUIT V2              | 3    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100681 | AXON SIGNAL - SIDEARM SENSOR ONLY                          | 158  | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100748 | AXON VR - CONTROLLER - TASER 10                            | 7    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100832 | AXON VR - CONTROLLER - HANDGUN VR19H                       | 7    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101122 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH               | 5    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101123 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH               | 2    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101294 | AXON VR - TABLET                                           | 7    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101300 | AXON VR - TABLET CASE                                      | 7    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018  | AXON TASER - BATTERY PACK - TACTICAL                       | 158  | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018  | AXON TASER - BATTERY PACK - TACTICAL                       | 27   | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018  | AXON TASER - BATTERY PACK - TACTICAL                       | 5    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20378  | AXON VR - HEADSET - HTC FOCUS 3                            | 7    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 70033  | AXON - DOCK WALL MOUNT - BRACKET ASSY                      | 2    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 71019  | AXON BODY - DOCK POWERCORD - NORTH AMERICA                 | 2    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 71044  | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK                 | 316  | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 74200  | AXON TASER - DOCK - SIX BAY PLUS CORE                      | 2    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80087  | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED   | 3    | 1                 | 03/01/2025              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80090  | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN   | 3    | 1                 | 03/01/2025              |

**Hardware**

| <b>Bundle</b>                        | <b>Item</b> | <b>Description</b>                                         | <b>QTY</b> | <b>Shipping Location</b> | <b>Estimated Delivery Date</b> |
|--------------------------------------|-------------|------------------------------------------------------------|------------|--------------------------|--------------------------------|
| BUNDLE - UNLIMITED PLUS              | 100681      | AXON SIGNAL - SIDEARM SENSOR ONLY                          | 8          | 1                        | 03/01/2025                     |
| BUNDLE - UNLIMITED PLUS              | 71044       | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK                 | 16         | 1                        | 03/01/2025                     |
| A la Carte                           | 50118       | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)                | 4          | 1                        | 03/01/2025                     |
| A la Carte                           | 50298       | AXON INTERVIEW - CAMERA - OVERT DOME                       | 4          | 1                        | 03/01/2025                     |
| A la Carte                           | 50322       | AXON INTERVIEW - TOUCH PANEL PRO                           | 2          | 1                        | 03/01/2025                     |
| A la Carte                           | 74056       | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                    | 2          | 1                        | 03/01/2025                     |
| AB4 1-Bay Dock Bundle                | 100201      | AXON BODY 4 - DOCK - SINGLE BAY                            | 1          | 1                        | 03/01/2026                     |
| AB4 1-Bay Dock Bundle                | 71104       | AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA             | 1          | 1                        | 03/01/2026                     |
| AB4 Camera Bundle                    | 100147      | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 1          | 1                        | 03/01/2026                     |
| AB4 Camera Bundle                    | 100466      | AXON BODY 4 - CABLE - USB-C TO USB-C                       | 2          | 1                        | 03/01/2026                     |
| AB4 Camera Bundle                    | 74028       | AXON BODY - MOUNT - WING CLIP RAPIDLOCK                    | 2          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100390      | AXON TASER 10 - HANDLE - YELLOW CLASS 3R                   | 1          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100393      | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK                 | 1          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100394      | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE              | 4          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100395      | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE            | 3          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100396      | AXON TASER 10 - MAGAZINE - INERT RED                       | 1          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399      | AXON TASER 10 - CARTRIDGE - LIVE                           | 20         | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399      | AXON TASER 10 - CARTRIDGE - LIVE                           | 480        | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400      | AXON TASER 10 - CARTRIDGE - HALT                           | 1270       | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400      | AXON TASER 10 - CARTRIDGE - HALT                           | 10         | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100401      | AXON TASER 10 - CARTRIDGE - INERT                          | 10         | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100611      | AXON TASER 10 - SAFARILAND HOLSTER - RH                    | 1          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100681      | AXON SIGNAL - SIDEARM SENSOR ONLY                          | 1          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018       | AXON TASER - BATTERY PACK - TACTICAL                       | 1          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018       | AXON TASER - BATTERY PACK - TACTICAL                       | 1          | 1                        | 03/01/2026                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 71044       | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK                 | 2          | 1                        | 03/01/2026                     |
| AB4 1-Bay Dock Bundle                | 100201      | AXON BODY 4 - DOCK - SINGLE BAY                            | 2          | 1                        | 03/01/2027                     |
| AB4 1-Bay Dock Bundle                | 71104       | AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA             | 2          | 1                        | 03/01/2027                     |
| AB4 Camera Bundle                    | 100147      | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 2          | 1                        | 03/01/2027                     |
| AB4 Camera Bundle                    | 100466      | AXON BODY 4 - CABLE - USB-C TO USB-C                       | 3          | 1                        | 03/01/2027                     |
| AB4 Camera Bundle                    | 74028       | AXON BODY - MOUNT - WING CLIP RAPIDLOCK                    | 3          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100390      | AXON TASER 10 - HANDLE - YELLOW CLASS 3R                   | 2          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100393      | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK                 | 2          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100394      | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE              | 4          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100395      | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE            | 3          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100396      | AXON TASER 10 - MAGAZINE - INERT RED                       | 2          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399      | AXON TASER 10 - CARTRIDGE - LIVE                           | 470        | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399      | AXON TASER 10 - CARTRIDGE - LIVE                           | 10         | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399      | AXON TASER 10 - CARTRIDGE - LIVE                           | 40         | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400      | AXON TASER 10 - CARTRIDGE - HALT                           | 1260       | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400      | AXON TASER 10 - CARTRIDGE - HALT                           | 10         | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400      | AXON TASER 10 - CARTRIDGE - HALT                           | 20         | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100401      | AXON TASER 10 - CARTRIDGE - INERT                          | 20         | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100611      | AXON TASER 10 - SAFARILAND HOLSTER - RH                    | 2          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100681      | AXON SIGNAL - SIDEARM SENSOR ONLY                          | 2          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018       | AXON TASER - BATTERY PACK - TACTICAL                       | 1          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018       | AXON TASER - BATTERY PACK - TACTICAL                       | 2          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 71044       | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK                 | 4          | 1                        | 03/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100210      | AXON VR - TAP REFRESH 1 - TABLET                           | 7          | 1                        | 09/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101009      | AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER               | 7          | 1                        | 09/01/2027                     |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101012      | AXON VR - TAP REFRESH 1 - CONTROLLER                       | 7          | 1                        | 09/01/2027                     |

# Hardware

| Bundle                               | Item   | Description                                                | QTY  | Shipping Location | Estimated Delivery Date |
|--------------------------------------|--------|------------------------------------------------------------|------|-------------------|-------------------------|
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20373  | AXON VR - TAP REFRESH 1 - HEADSET                          | 7    | 1                 | 09/01/2027              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73309  | AXON BODY - TAP REFRESH 1 - CAMERA                         | 1    | 1                 | 09/01/2027              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73309  | AXON BODY - TAP REFRESH 1 - CAMERA                         | 163  | 1                 | 09/01/2027              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73313  | AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY                | 1    | 1                 | 09/01/2027              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73313  | AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY                | 110  | 1                 | 09/01/2027              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73689  | AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY                 | 6    | 1                 | 09/01/2027              |
| BUNDLE - UNLIMITED PLUS              | 73309  | AXON BODY - TAP REFRESH 1 - CAMERA                         | 8    | 1                 | 09/01/2027              |
| BUNDLE - UNLIMITED PLUS              | 73313  | AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY                | 8    | 1                 | 09/01/2027              |
| AB4 1-Bay Dock Bundle                | 100201 | AXON BODY 4 - DOCK - SINGLE BAY                            | 3    | 1                 | 03/01/2028              |
| AB4 1-Bay Dock Bundle                | 71104  | AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA             | 3    | 1                 | 03/01/2028              |
| AB4 Camera Bundle                    | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 3    | 1                 | 03/01/2028              |
| AB4 Camera Bundle                    | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C                       | 4    | 1                 | 03/01/2028              |
| AB4 Camera Bundle                    | 74028  | AXON BODY - MOUNT - WING CLIP RAPIDLOCK                    | 4    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100126 | AXON VR - TACTICAL BAG                                     | 1    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R                   | 3    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100393 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK                 | 3    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100394 | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE              | 4    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100395 | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE            | 3    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100396 | AXON TASER 10 - MAGAZINE - INERT RED                       | 3    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                           | 480  | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                           | 60   | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                           | 10   | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 1270 | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 10   | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 20   | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 20   | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100401 | AXON TASER 10 - CARTRIDGE - INERT                          | 30   | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100611 | AXON TASER 10 - SAFARILAND HOLSTER - RH                    | 3    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100681 | AXON SIGNAL - SIDEARM SENSOR ONLY                          | 3    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100748 | AXON VR - CONTROLLER - TASER 10                            | 1    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100832 | AXON VR - CONTROLLER - HANDGUN VR19H                       | 1    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101122 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH               | 1    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101294 | AXON VR - TABLET                                           | 1    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101300 | AXON VR - TABLET CASE                                      | 1    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018  | AXON TASER - BATTERY PACK - TACTICAL                       | 1    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20018  | AXON TASER - BATTERY PACK - TACTICAL                       | 3    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20378  | AXON VR - HEADSET - HTC FOCUS 3                            | 1    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 71044  | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK                 | 6    | 1                 | 03/01/2028              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                           | 470  | 1                 | 03/01/2029              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                           | 10   | 1                 | 03/01/2029              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 30   | 1                 | 03/01/2029              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 10   | 1                 | 03/01/2029              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 20   | 1                 | 03/01/2029              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100400 | AXON TASER 10 - CARTRIDGE - HALT                           | 1260 | 1                 | 03/01/2029              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73309  | AXON BODY - TAP REFRESH 1 - CAMERA                         | 2    | 1                 | 03/01/2030              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73309  | AXON BODY - TAP REFRESH 1 - CAMERA                         | 3    | 1                 | 03/01/2030              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73310  | AXON BODY - TAP REFRESH 2 - CAMERA                         | 1    | 1                 | 03/01/2030              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73310  | AXON BODY - TAP REFRESH 2 - CAMERA                         | 163  | 1                 | 03/01/2030              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73313  | AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY                | 3    | 1                 | 03/01/2030              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73313  | AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY                | 2    | 1                 | 03/01/2030              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73314  | AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY                | 1    | 1                 | 03/01/2030              |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73314  | AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY                | 110  | 1                 | 03/01/2030              |

**Hardware**

| Bundle                               | Item  | Description                                 | QTY | Shipping Location | Estimated Delivery Date |
|--------------------------------------|-------|---------------------------------------------|-----|-------------------|-------------------------|
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73688 | AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY  | 6   | 1                 | 03/01/2030              |
| BUNDLE - UNLIMITED PLUS              | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA          | 8   | 1                 | 03/01/2030              |
| BUNDLE - UNLIMITED PLUS              | 73314 | AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY | 8   | 1                 | 03/01/2030              |

**Software**

| Bundle                               | Item   | Description                                                | QTY  | Estimated Start Date | Estimated End Date |
|--------------------------------------|--------|------------------------------------------------------------|------|----------------------|--------------------|
| Basic License Bundle                 | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE                  | 20   | 04/01/2025           | 03/31/2030         |
| Basic License Bundle                 | 73840  | AXON EVIDENCE - ECOM LICENSE - BASIC                       | 20   | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100801 | AXON RECORDS - OSP LICENSE                                 | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101180 | AXON TASER - DATA SCIENCE PROGRAM                          | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20248  | AXON TASER - EVIDENCE.COM LICENSE                          | 2    | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20248  | AXON TASER - EVIDENCE.COM LICENSE                          | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20370  | AXON VR - FULL ACCESS - TASER ADD-ON USER                  | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73478  | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE           | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73618  | AXON COMMUNITY REQUEST                                     | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73638  | AXON STANDARDS - LICENSE                                   | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73680  | AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER      | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73682  | AXON EVIDENCE - AUTO TAGGING LICENSE                       | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE                  | 1580 | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73686  | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)          | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73739  | AXON PERFORMANCE - LICENSE                                 | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                         | 1    | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                         | 158  | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 100801 | AXON RECORDS - OSP LICENSE                                 | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 20370  | AXON VR - FULL ACCESS - TASER ADD-ON USER                  | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73478  | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE           | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73618  | AXON COMMUNITY REQUEST                                     | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73638  | AXON STANDARDS - LICENSE                                   | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73680  | AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER      | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73682  | AXON EVIDENCE - AUTO TAGGING LICENSE                       | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE                  | 80   | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73686  | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)          | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73739  | AXON PERFORMANCE - LICENSE                                 | 8    | 04/01/2025           | 03/31/2030         |
| BUNDLE - UNLIMITED PLUS              | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                         | 8    | 04/01/2025           | 03/31/2030         |
| A la Carte                           | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 166  | 04/01/2025           | 03/31/2030         |
| A la Carte                           | 50039  | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL  | 2    | 04/01/2025           | 03/31/2030         |
| A la Carte                           | 50043  | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2    | 04/01/2025           | 03/31/2030         |
| A la Carte                           | 50045  | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED         | 4    | 04/01/2025           | 03/31/2030         |
| A la Carte                           | 85760  | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 166  | 04/01/2025           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100801 | AXON RECORDS - OSP LICENSE                                 | 1    | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101180 | AXON TASER - DATA SCIENCE PROGRAM                          | 1    | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20248  | AXON TASER - EVIDENCE.COM LICENSE                          | 1    | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20370  | AXON VR - FULL ACCESS - TASER ADD-ON USER                  | 1    | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73478  | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE           | 1    | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73618  | AXON COMMUNITY REQUEST                                     | 1    | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73638  | AXON STANDARDS - LICENSE                                   | 1    | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73680  | AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS           | 1    | 04/01/2026           | 03/31/2030         |



**Software**

| Bundle                               | Item   | Description                                           | QTY | Estimated Start Date | Estimated End Date |
|--------------------------------------|--------|-------------------------------------------------------|-----|----------------------|--------------------|
|                                      |        | USER                                                  |     |                      |                    |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73682  | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 1   | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE             | 10  | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73686  | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)     | 1   | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73739  | AXON PERFORMANCE - LICENSE                            | 1   | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                    | 1   | 04/01/2026           | 03/31/2030         |
| A la Carte                           | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED       | 1   | 04/01/2026           | 03/31/2030         |
| A la Carte                           | 85760  | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE              | 1   | 04/01/2026           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100801 | AXON RECORDS - OSP LICENSE                            | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101180 | AXON TASER - DATA SCIENCE PROGRAM                     | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20248  | AXON TASER - EVIDENCE.COM LICENSE                     | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20370  | AXON VR - FULL ACCESS - TASER ADD-ON USER             | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73478  | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE      | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73618  | AXON COMMUNITY REQUEST                                | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73638  | AXON STANDARDS - LICENSE                              | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73680  | AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73682  | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE             | 20  | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73686  | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)     | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73739  | AXON PERFORMANCE - LICENSE                            | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                    | 2   | 04/01/2027           | 03/31/2030         |
| A la Carte                           | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED       | 2   | 04/01/2027           | 03/31/2030         |
| A la Carte                           | 85760  | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE              | 2   | 04/01/2027           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100801 | AXON RECORDS - OSP LICENSE                            | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101180 | AXON TASER - DATA SCIENCE PROGRAM                     | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20248  | AXON TASER - EVIDENCE.COM LICENSE                     | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 20370  | AXON VR - FULL ACCESS - TASER ADD-ON USER             | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73478  | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE      | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73618  | AXON COMMUNITY REQUEST                                | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73638  | AXON STANDARDS - LICENSE                              | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73680  | AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73682  | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE             | 30  | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73686  | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)     | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73739  | AXON PERFORMANCE - LICENSE                            | 3   | 04/01/2028           | 03/31/2030         |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                    | 3   | 04/01/2028           | 03/31/2030         |
| A la Carte                           | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED       | 3   | 04/01/2028           | 03/31/2030         |
| A la Carte                           | 85760  | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE              | 3   | 04/01/2028           | 03/31/2030         |

**Services**

| Bundle                               | Item   | Description                                                 | QTY |
|--------------------------------------|--------|-------------------------------------------------------------|-----|
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 3   |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 1   |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 2   |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 158 |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER         | 1   |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER         | 1   |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER         | 11  |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER         | 1   |

**Services**

| <b>Bundle</b>                        | <b>Item</b> | <b>Description</b>                                  | <b>QTY</b> |
|--------------------------------------|-------------|-----------------------------------------------------|------------|
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101193      | AXON TASER - ON DEMAND CERTIFICATION                | 1          |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101193      | AXON TASER - ON DEMAND CERTIFICATION                | 1          |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 11642       | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 158        |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 11642       | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 1          |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 11642       | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 2          |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 11642       | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 3          |
| BUNDLE - UNLIMITED PLUS              | 101184      | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 1          |
| BUNDLE - UNLIMITED PLUS              | 11642       | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT        | 8          |
| A la Carte                           | 85170       | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 2          |

**Warranties**

| <b>Bundle</b>                        | <b>Item</b> | <b>Description</b>                              | <b>QTY</b> | <b>Estimated Start Date</b> | <b>Estimated End Date</b> |
|--------------------------------------|-------------|-------------------------------------------------|------------|-----------------------------|---------------------------|
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80464       | AXON BODY - TAP WARRANTY - CAMERA               | 131        | 04/01/2025                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80465       | AXON BODY - TAP WARRANTY - MULTI BAY DOCK       | 6          | 04/01/2025                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80466       | AXON BODY - TAP WARRANTY - SINGLE BAY DOCK      | 101        | 04/01/2025                  | 03/31/2030                |
| BUNDLE - UNLIMITED PLUS              | 80464       | AXON BODY - TAP WARRANTY - CAMERA               | 8          | 04/01/2025                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100197      | AXON VR - EXT WARRANTY - HEADSET                | 7          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100213      | AXON VR - EXT WARRANTY - TABLET                 | 7          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100704      | AXON TASER 10 - EXT WARRANTY - HANDLE           | 5          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100704      | AXON TASER 10 - EXT WARRANTY - HANDLE           | 158        | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101007      | AXON VR - EXT WARRANTY - CONTROLLER             | 7          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101008      | AXON VR - EXT WARRANTY - HANDGUN CONTROLLER     | 7          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 158        | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 5          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 27         | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80396       | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 2          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80464       | AXON BODY - TAP WARRANTY - CAMERA               | 5          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - UNLIMITED PLUS              | 80466       | AXON BODY - TAP WARRANTY - SINGLE BAY DOCK      | 8          | 03/01/2026                  | 03/31/2030                |
| A la Carte                           | 100942      | AXON BODY 4 - EXT WARRANTY - CAMERA             | 35         | 03/01/2026                  | 03/31/2030                |
| A la Carte                           | 100944      | AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK    | 1          | 03/01/2026                  | 03/31/2030                |
| A la Carte                           | 50448       | AXON INTERVIEW - EXT WARRANTY                   | 2          | 03/01/2026                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100704      | AXON TASER 10 - EXT WARRANTY - HANDLE           | 1          | 03/01/2027                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 1          | 03/01/2027                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 1          | 03/01/2027                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80464       | AXON BODY - TAP WARRANTY - CAMERA               | 1          | 03/01/2027                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80466       | AXON BODY - TAP WARRANTY - SINGLE BAY DOCK      | 1          | 03/01/2027                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100704      | AXON TASER 10 - EXT WARRANTY - HANDLE           | 2          | 03/01/2028                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 2          | 03/01/2028                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 1          | 03/01/2028                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80464       | AXON BODY - TAP WARRANTY - CAMERA               | 2          | 03/01/2028                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80466       | AXON BODY - TAP WARRANTY - SINGLE BAY DOCK      | 2          | 03/01/2028                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100197      | AXON VR - EXT WARRANTY - HEADSET                | 1          | 03/01/2029                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100213      | AXON VR - EXT WARRANTY - TABLET                 | 1          | 03/01/2029                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 100704      | AXON TASER 10 - EXT WARRANTY - HANDLE           | 3          | 03/01/2029                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101007      | AXON VR - EXT WARRANTY - CONTROLLER             | 1          | 03/01/2029                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 101008      | AXON VR - EXT WARRANTY - HANDGUN CONTROLLER     | 1          | 03/01/2029                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 3          | 03/01/2029                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80374       | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 1          | 03/01/2029                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80464       | AXON BODY - TAP WARRANTY - CAMERA               | 3          | 03/01/2029                  | 03/31/2030                |
| BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 80466       | AXON BODY - TAP WARRANTY - SINGLE BAY DOCK      | 3          | 03/01/2029                  | 03/31/2030                |

## Shipping Locations

| Location Number | Street          | City      | State | Zip        | Country |
|-----------------|-----------------|-----------|-------|------------|---------|
| 1               | 8 N Stewart Ave | Kissimmee | FL    | 34741-5463 | USA     |
| 1               | 8 N Stewart Ave | Kissimmee | FL    | 34741-5463 | USA     |

## Payment Details

| Mar 2025                 |              |                                                            |     |                     |               |                     |
|--------------------------|--------------|------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Invoice Plan             | Item         | Description                                                | Qty | Subtotal            | Tax           | Total               |
| Upfront                  | H00003       | AB4 1-Bay Dock Bundle                                      | 9   | \$0.00              | \$0.00        | \$0.00              |
| Year 1                   | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 166 | \$41,731.60         | \$0.00        | \$41,731.60         |
| Year 1                   | 100942       | AXON BODY 4 - EXT WARRANTY - CAMERA                        | 35  | \$0.00              | \$0.00        | \$0.00              |
| Year 1                   | 100944       | AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK               | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 1                   | 50039        | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL  | 2   | \$521.64            | \$0.00        | \$521.64            |
| Year 1                   | 50043        | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2   | \$609.84            | \$0.00        | \$609.84            |
| Year 1                   | 50045        | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED         | 4   | \$4,132.77          | \$0.00        | \$4,132.77          |
| Year 1                   | 50118        | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)                | 4   | \$149.97            | \$0.00        | \$149.97            |
| Year 1                   | 50298        | AXON INTERVIEW - CAMERA - OVERT DOME                       | 4   | \$612.01            | \$0.00        | \$612.01            |
| Year 1                   | 50322        | AXON INTERVIEW - TOUCH PANEL PRO                           | 2   | \$1,012.77          | \$0.00        | \$1,012.77          |
| Year 1                   | 50448        | AXON INTERVIEW - EXT WARRANTY                              | 2   | \$434.01            | \$0.00        | \$434.01            |
| Year 1                   | 74056        | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                    | 2   | \$19.72             | \$0.00        | \$19.72             |
| Year 1                   | 85170        | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)        | 2   | \$2,295.99          | \$0.00        | \$2,295.99          |
| Year 1                   | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 166 | \$17,319.83         | \$0.00        | \$17,319.83         |
| Year 1                   | B00022       | BUNDLE - UNLIMITED PLUS                                    | 8   | \$17,627.24         | \$0.00        | \$17,627.24         |
| Year 1                   | BasicLicense | Basic License Bundle                                       | 20  | \$3,004.81          | \$0.00        | \$3,004.81          |
| Year 1                   | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 158 | \$387,141.52        | \$0.00        | \$387,141.52        |
| Invoice Upon Fulfillment | 100552       | TRANSFER CREDIT - GOODS                                    | 1   | \$16,390.52         | \$0.00        | \$16,390.52         |
| Invoice Upon Fulfillment | 100553       | TRANSFER CREDIT - SOFTWARE AND SERVICES                    | 1   | (\$98,943.67)       | \$0.00        | (\$98,943.67)       |
| Invoice Upon Fulfillment | H00001       | AB4 Camera Bundle                                          | 55  | \$0.00              | \$0.00        | \$0.00              |
| Invoice Upon Fulfillment | H00003       | AB4 1-Bay Dock Bundle                                      | 9   | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>             |              |                                                            |     | <b>\$394,060.57</b> | <b>\$0.00</b> | <b>\$394,060.57</b> |

| Apr 2025                 |        |                                      |     |               |               |               |
|--------------------------|--------|--------------------------------------|-----|---------------|---------------|---------------|
| Invoice Plan             | Item   | Description                          | Qty | Subtotal      | Tax           | Total         |
| Invoice Upon Fulfillment | M00012 | BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 158 | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>             |        |                                      |     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

| Mar 2026       |        |                                                 |     |             |        |             |
|----------------|--------|-------------------------------------------------|-----|-------------|--------|-------------|
| Invoice Plan   | Item   | Description                                     | Qty | Subtotal    | Tax    | Total       |
| Phase 1 Year 2 | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 1   | \$385.04    | \$0.00 | \$385.04    |
| Phase 1 Year 2 | 100841 | TRUE UP - OFFICER SAFETY PLAN 10 PLUS           | 1   | \$128.46    | \$0.00 | \$128.46    |
| Phase 1 Year 2 | 85760  | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE        | 1   | \$265.20    | \$0.00 | \$265.20    |
| Phase 1 Year 2 | M00012 | BUNDLE - OFFICER SAFETY PLAN 10 PLUS            | 1   | \$3,503.44  | \$0.00 | \$3,503.44  |
| Year 2         | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 166 | \$57,272.34 | \$0.00 | \$57,272.34 |
| Year 2         | 100942 | AXON BODY 4 - EXT WARRANTY - CAMERA             | 35  | \$0.00      | \$0.00 | \$0.00      |
| Year 2         | 100944 | AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK    | 1   | \$0.00      | \$0.00 | \$0.00      |

**Mar 2026**

| Invoice Plan             | Item         | Description                                                | Qty | Subtotal            | Tax           | Total               |
|--------------------------|--------------|------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Year 2                   | 50039        | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL  | 2   | \$715.89            | \$0.00        | \$715.89            |
| Year 2                   | 50043        | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2   | \$836.94            | \$0.00        | \$836.94            |
| Year 2                   | 50045        | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED         | 4   | \$5,671.81          | \$0.00        | \$5,671.81          |
| Year 2                   | 50118        | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)                | 4   | \$205.82            | \$0.00        | \$205.82            |
| Year 2                   | 50298        | AXON INTERVIEW - CAMERA - OVERT DOME                       | 4   | \$839.92            | \$0.00        | \$839.92            |
| Year 2                   | 50322        | AXON INTERVIEW - TOUCH PANEL PRO                           | 2   | \$1,389.92          | \$0.00        | \$1,389.92          |
| Year 2                   | 50448        | AXON INTERVIEW - EXT WARRANTY                              | 2   | \$595.63            | \$0.00        | \$595.63            |
| Year 2                   | 74056        | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                    | 2   | \$27.07             | \$0.00        | \$27.07             |
| Year 2                   | 85170        | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)        | 2   | \$3,151.00          | \$0.00        | \$3,151.00          |
| Year 2                   | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 166 | \$23,769.69         | \$0.00        | \$23,769.69         |
| Year 2                   | B00022       | BUNDLE - UNLIMITED PLUS                                    | 8   | \$24,191.59         | \$0.00        | \$24,191.59         |
| Year 2                   | BasicLicense | Basic License Bundle                                       | 20  | \$4,123.80          | \$0.00        | \$4,123.80          |
| Year 2                   | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 158 | \$531,311.95        | \$0.00        | \$531,311.95        |
| Invoice Upon Fulfillment | H00001       | AB4 Camera Bundle                                          | 1   | \$0.00              | \$0.00        | \$0.00              |
| Invoice Upon Fulfillment | H00003       | AB4 1-Bay Dock Bundle                                      | 1   | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>             |              |                                                            |     | <b>\$658,385.51</b> | <b>\$0.00</b> | <b>\$658,385.51</b> |

**Apr 2026**

| Invoice Plan             | Item   | Description                          | Qty | Subtotal      | Tax           | Total         |
|--------------------------|--------|--------------------------------------|-----|---------------|---------------|---------------|
| Invoice Upon Fulfillment | M00012 | BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 1   | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>             |        |                                      |     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

**Mar 2027**

| Invoice Plan             | Item         | Description                                                | Qty | Subtotal            | Tax           | Total               |
|--------------------------|--------------|------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Phase 1 Year 3           | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 1   | \$385.04            | \$0.00        | \$385.04            |
| Phase 1 Year 3           | 100841       | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 1   | \$128.46            | \$0.00        | \$128.46            |
| Phase 1 Year 3           | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 1   | \$265.20            | \$0.00        | \$265.20            |
| Phase 1 Year 3           | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 1   | \$3,503.44          | \$0.00        | \$3,503.44          |
| Phase 2 Year 3           | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 2   | \$754.24            | \$0.00        | \$754.24            |
| Phase 2 Year 3           | 100841       | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 2   | \$685.05            | \$0.00        | \$685.05            |
| Phase 2 Year 3           | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 2   | \$519.55            | \$0.00        | \$519.55            |
| Phase 2 Year 3           | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 2   | \$6,866.91          | \$0.00        | \$6,866.91          |
| Year 3                   | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 166 | \$57,272.34         | \$0.00        | \$57,272.34         |
| Year 3                   | 100942       | AXON BODY 4 - EXT WARRANTY - CAMERA                        | 35  | \$0.00              | \$0.00        | \$0.00              |
| Year 3                   | 100944       | AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK               | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 3                   | 50039        | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL  | 2   | \$715.89            | \$0.00        | \$715.89            |
| Year 3                   | 50043        | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2   | \$836.94            | \$0.00        | \$836.94            |
| Year 3                   | 50045        | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED         | 4   | \$5,671.81          | \$0.00        | \$5,671.81          |
| Year 3                   | 50118        | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)                | 4   | \$205.82            | \$0.00        | \$205.82            |
| Year 3                   | 50298        | AXON INTERVIEW - CAMERA - OVERT DOME                       | 4   | \$839.92            | \$0.00        | \$839.92            |
| Year 3                   | 50322        | AXON INTERVIEW - TOUCH PANEL PRO                           | 2   | \$1,389.92          | \$0.00        | \$1,389.92          |
| Year 3                   | 50448        | AXON INTERVIEW - EXT WARRANTY                              | 2   | \$595.63            | \$0.00        | \$595.63            |
| Year 3                   | 74056        | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                    | 2   | \$27.07             | \$0.00        | \$27.07             |
| Year 3                   | 85170        | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)        | 2   | \$3,151.00          | \$0.00        | \$3,151.00          |
| Year 3                   | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 166 | \$23,769.69         | \$0.00        | \$23,769.69         |
| Year 3                   | B00022       | BUNDLE - UNLIMITED PLUS                                    | 8   | \$24,191.59         | \$0.00        | \$24,191.59         |
| Year 3                   | BasicLicense | Basic License Bundle                                       | 20  | \$4,123.80          | \$0.00        | \$4,123.80          |
| Year 3                   | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 158 | \$531,311.95        | \$0.00        | \$531,311.95        |
| Invoice Upon Fulfillment | H00001       | AB4 Camera Bundle                                          | 2   | \$0.00              | \$0.00        | \$0.00              |
| Invoice Upon Fulfillment | H00003       | AB4 1-Bay Dock Bundle                                      | 2   | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>             |              |                                                            |     | <b>\$667,211.26</b> | <b>\$0.00</b> | <b>\$667,211.26</b> |

**Apr 2027**

| Invoice Plan             | Item   | Description                          | Qty | Subtotal      | Tax           | Total         |
|--------------------------|--------|--------------------------------------|-----|---------------|---------------|---------------|
| Invoice Upon Fulfillment | M00012 | BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 2   | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>             |        |                                      |     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

**Mar 2028**

| Invoice Plan             | Item         | Description                                                | Qty | Subtotal            | Tax           | Total               |
|--------------------------|--------------|------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Phase 1 Year 4           | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 1   | \$385.04            | \$0.00        | \$385.04            |
| Phase 1 Year 4           | 100841       | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 1   | \$128.46            | \$0.00        | \$128.46            |
| Phase 1 Year 4           | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 1   | \$265.20            | \$0.00        | \$265.20            |
| Phase 1 Year 4           | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 1   | \$3,503.44          | \$0.00        | \$3,503.44          |
| Phase 2 Year 4           | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 2   | \$754.24            | \$0.00        | \$754.24            |
| Phase 2 Year 4           | 100841       | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 2   | \$685.05            | \$0.00        | \$685.05            |
| Phase 2 Year 4           | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 2   | \$519.55            | \$0.00        | \$519.55            |
| Phase 2 Year 4           | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 2   | \$6,866.92          | \$0.00        | \$6,866.92          |
| Phase 3 Year 4           | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 3   | \$1,108.80          | \$0.00        | \$1,108.80          |
| Phase 3 Year 4           | 100841       | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 3   | \$2,312.26          | \$0.00        | \$2,312.26          |
| Phase 3 Year 4           | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 3   | \$763.92            | \$0.00        | \$763.92            |
| Phase 3 Year 4           | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 3   | \$10,098.02         | \$0.00        | \$10,098.02         |
| Year 4                   | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 166 | \$57,272.34         | \$0.00        | \$57,272.34         |
| Year 4                   | 100942       | AXON BODY 4 - EXT WARRANTY - CAMERA                        | 35  | \$0.00              | \$0.00        | \$0.00              |
| Year 4                   | 100944       | AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK               | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 4                   | 50039        | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL  | 2   | \$715.89            | \$0.00        | \$715.89            |
| Year 4                   | 50043        | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2   | \$836.94            | \$0.00        | \$836.94            |
| Year 4                   | 50045        | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED         | 4   | \$5,671.81          | \$0.00        | \$5,671.81          |
| Year 4                   | 50118        | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)                | 4   | \$205.82            | \$0.00        | \$205.82            |
| Year 4                   | 50298        | AXON INTERVIEW - CAMERA - OVERT DOME                       | 4   | \$839.92            | \$0.00        | \$839.92            |
| Year 4                   | 50322        | AXON INTERVIEW - TOUCH PANEL PRO                           | 2   | \$1,389.92          | \$0.00        | \$1,389.92          |
| Year 4                   | 50448        | AXON INTERVIEW - EXT WARRANTY                              | 2   | \$595.63            | \$0.00        | \$595.63            |
| Year 4                   | 74056        | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                    | 2   | \$27.07             | \$0.00        | \$27.07             |
| Year 4                   | 85170        | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)        | 2   | \$3,151.00          | \$0.00        | \$3,151.00          |
| Year 4                   | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 166 | \$23,769.69         | \$0.00        | \$23,769.69         |
| Year 4                   | B00022       | BUNDLE - UNLIMITED PLUS                                    | 8   | \$24,191.59         | \$0.00        | \$24,191.59         |
| Year 4                   | BasicLicense | Basic License Bundle                                       | 20  | \$4,123.80          | \$0.00        | \$4,123.80          |
| Year 4                   | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 158 | \$531,311.95        | \$0.00        | \$531,311.95        |
| Invoice Upon Fulfillment | H00001       | AB4 Camera Bundle                                          | 3   | \$0.00              | \$0.00        | \$0.00              |
| Invoice Upon Fulfillment | H00003       | AB4 1-Bay Dock Bundle                                      | 3   | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>             |              |                                                            |     | <b>\$681,494.27</b> | <b>\$0.00</b> | <b>\$681,494.27</b> |

**Apr 2028**

| Invoice Plan             | Item   | Description                          | Qty | Subtotal      | Tax           | Total         |
|--------------------------|--------|--------------------------------------|-----|---------------|---------------|---------------|
| Invoice Upon Fulfillment | M00012 | BUNDLE - OFFICER SAFETY PLAN 10 PLUS | 3   | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>             |        |                                      |     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

**Mar 2029**

| Invoice Plan   | Item   | Description                                     | Qty | Subtotal   | Tax    | Total      |
|----------------|--------|-------------------------------------------------|-----|------------|--------|------------|
| Phase 1 Year 5 | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 1   | \$385.04   | \$0.00 | \$385.04   |
| Phase 1 Year 5 | 100841 | TRUE UP - OFFICER SAFETY PLAN 10 PLUS           | 1   | \$128.46   | \$0.00 | \$128.46   |
| Phase 1 Year 5 | 85760  | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE        | 1   | \$265.20   | \$0.00 | \$265.20   |
| Phase 1 Year 5 | M00012 | BUNDLE - OFFICER SAFETY PLAN 10 PLUS            | 1   | \$3,503.44 | \$0.00 | \$3,503.44 |
| Phase 2 Year 5 | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 2   | \$754.47   | \$0.00 | \$754.47   |

| Mar 2029       |              |                                                            |     |                     |               |                     |
|----------------|--------------|------------------------------------------------------------|-----|---------------------|---------------|---------------------|
| Invoice Plan   | Item         | Description                                                | Qty | Subtotal            | Tax           | Total               |
| Phase 2 Year 5 | 100841       | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 2   | \$685.26            | \$0.00        | \$685.26            |
| Phase 2 Year 5 | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 2   | \$519.70            | \$0.00        | \$519.70            |
| Phase 2 Year 5 | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 2   | \$6,868.98          | \$0.00        | \$6,868.98          |
| Phase 3 Year 5 | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 3   | \$1,108.80          | \$0.00        | \$1,108.80          |
| Phase 3 Year 5 | 100841       | TRUE UP - OFFICER SAFETY PLAN 10 PLUS                      | 3   | \$2,312.26          | \$0.00        | \$2,312.26          |
| Phase 3 Year 5 | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 3   | \$763.92            | \$0.00        | \$763.92            |
| Phase 3 Year 5 | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 3   | \$10,098.02         | \$0.00        | \$10,098.02         |
| Year 5         | 100165       | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED            | 166 | \$57,272.34         | \$0.00        | \$57,272.34         |
| Year 5         | 100942       | AXON BODY 4 - EXT WARRANTY - CAMERA                        | 35  | \$0.00              | \$0.00        | \$0.00              |
| Year 5         | 100944       | AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK               | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 5         | 50039        | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL  | 2   | \$715.89            | \$0.00        | \$715.89            |
| Year 5         | 50043        | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2   | \$836.94            | \$0.00        | \$836.94            |
| Year 5         | 50045        | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED         | 4   | \$5,671.81          | \$0.00        | \$5,671.81          |
| Year 5         | 50118        | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)                | 4   | \$205.82            | \$0.00        | \$205.82            |
| Year 5         | 50298        | AXON INTERVIEW - CAMERA - OVERT DOME                       | 4   | \$839.92            | \$0.00        | \$839.92            |
| Year 5         | 50322        | AXON INTERVIEW - TOUCH PANEL PRO                           | 2   | \$1,389.92          | \$0.00        | \$1,389.92          |
| Year 5         | 50448        | AXON INTERVIEW - EXT WARRANTY                              | 2   | \$595.63            | \$0.00        | \$595.63            |
| Year 5         | 74056        | AXON INTERVIEW - TOUCH PANEL WALL MOUNT                    | 2   | \$27.07             | \$0.00        | \$27.07             |
| Year 5         | 85170        | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)        | 2   | \$3,151.00          | \$0.00        | \$3,151.00          |
| Year 5         | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE                   | 166 | \$23,769.69         | \$0.00        | \$23,769.69         |
| Year 5         | B00022       | BUNDLE - UNLIMITED PLUS                                    | 8   | \$24,191.59         | \$0.00        | \$24,191.59         |
| Year 5         | BasicLicense | Basic License Bundle                                       | 20  | \$4,123.80          | \$0.00        | \$4,123.80          |
| Year 5         | M00012       | BUNDLE - OFFICER SAFETY PLAN 10 PLUS                       | 158 | \$531,311.95        | \$0.00        | \$531,311.95        |
| <b>Total</b>   |              |                                                            |     | <b>\$681,496.92</b> | <b>\$0.00</b> | <b>\$681,496.92</b> |



**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-321472, Q-338856, Q-370502, Q-404275, Q-419390, Q-542328, Q-570799, Q-592293, Q-599366, Q-608696, Q-616184

If Agency approves and appropriates funds for Q-642700-45646.616BR, the Program start date shall be 4/1/2025 and Agency shall terminate its existing contracts effective

4/1/2025. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of \$(82,553.15)

All TAP obligations from contracts above will be considered fulfilled.

The 16% discount incentive applied to this quote is contingent upon agency signing by end of this year 12/31/2024.

By Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Q-642700-45646.616BR automatically becomes null and void

without any costs or fees owed by Customer. Customer will deliver notice that sufficient funds were not appropriated as soon as reasonably practicable.

---

Signature

Page 15

---

Date Signed

Q-642700-45679.616BR

1/22/2025



**Request approval of early renewal of lease purchase agreement between the City of Kissimmee and Axon Enterprise, Inc.**

**Request**

Approval of the early renewal of lease purchase agreements under the Officer Safety Program, which includes Conducted Electrical Weapons (CEWs), body cameras, and digital evidence storage, extending the current agreements with Axon Enterprise, Inc. (Contracts 20230146 & 20240281) for a new five-year term.

**Explanation**

Axon Enterprise, Inc. is the current provider for the Officer Safety Program composed of CEW units, body cameras and digital evidence storage currently under its fourth year of the lease purchase agreement. The initial agreement provided for sworn positions in Patrol division with later agreements adding School Resource Officers (SRO) and Community Engagement Officers (CEU). This new agreement would expand body camera coverage to include the Criminal Investigation Divisions, Special Task Force Officers and Lieutenants. Training and virtual reality support is provided by Axon. This agreement upgrades the Department’s less lethal taser from a Taser 7 model to a Taser 10 providing greater accuracy when using less lethal force. Renegotiating the current contracts prior to its completion saves the City \$1,624,419.67 over the new contract period and protection for future price increases. The first year's payment of \$394,060.57 will be covered by the current budget of \$406,260. Monies will be allocated in the next four operating budgets based upon the attached payment schedule to reflect a total purchase price of \$3,082,648.53 over the entire 5-year period.

**Financial Information**

| Account #       | Project # | Increase / Decrease | Budget    | Actual       |
|-----------------|-----------|---------------------|-----------|--------------|
| 00190707-507171 |           |                     | \$406,260 | \$394,060.57 |

Financial Summary:

In addition to this initial payment for \$394,060.57, future payments will be made over the next 4 years as follows:

FY 2026     \$658,385.51  
FY 2027     \$667,211.26

|         |              |
|---------|--------------|
| FY 2028 | \$681,494.27 |
| FY 2029 | \$681,496.92 |

### **Recommendation**

Staff requests Commission approval for entering into the new agreement with the five (5) year payments.

### **REQUESTED CITY COMMISSION ACTION:**

Approve

### **Attachment(s):**

1. (S) Axon Master Agreement
2. Sole Source
3. Human Trafficking Affidavit

## ITEM 7.C

### Purchase of Wheeled Hydraulic Excavator

#### Request

Approval to purchase a M322 Wheeled Hydraulic Excavator from Ring Power Corporation in the amount of \$410,206.00.

#### Explanation

Stormwater Operations has budgeted to replace its 1993 excavator this year. Because of its versatility, the excavator is one of the most relied upon machines in the operations group and consequently receives heavy use that accelerates wear while decreasing reliability. The replacement unit would be used primarily for storm system repair along with other routine maintenance activities. Because of the machine's maneuverability, it also plays a major role in cleanup after storms.

The Fleet Maintenance division has reviewed the purchase in order to ensure compatibility and conformance to City standards. Procurement has also reviewed specifications to allow for competitive/comparative pricing.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget    | Actual    |
|-----------------|-----------|---------------------|-----------|-----------|
| 40945506-506494 | SW2507    | Decrease            | \$425,000 | \$410,206 |

#### Financial Summary:

Sufficient funds are available in the Stormwater Utility Fund in project SW2507.

#### Recommendation

Approval to purchase a Wheeled Hydraulic Excavator from Ring Power Corporation in the amount of \$410,206.00.

#### REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering  
Presenter:

#### Attachment(s):

1. CITY OF KISSIMMEE QUOTE

City of Kissimmee



## QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:  
City of Kissimmee

1/14/2025

### (1) NEW CATERPILLAR M322 WHEELED HYDRAULIC EXCAVATOR

#### CONTRACT DETAILS

Florida Sheriff's Association  
Bid # FSA23-EQU21.0  
Specification # 126, Hydraulic Excavator, Wheeled - 42,000 LB.  
Contract Dates: October 1, 2023, Through September 30, 2025

#### BASE MACHINE

|                              |                                                        |                  |
|------------------------------|--------------------------------------------------------|------------------|
| BASE                         | Caterpillar M318 Per Sheriff's Contract Specifications | \$296,083        |
| 623-5777                     | Upgrade to M322 07C, Base Machine Only                 | <u>\$23,407</u>  |
| <b>TOTAL OF BASE MACHINE</b> |                                                        | <b>\$319,490</b> |

#### NON-SPECIFIED OPTIONS

|          |                                       |         |
|----------|---------------------------------------|---------|
| 582-7423 | COMMON ARRANGEMENT                    | INCL    |
| 594-6003 | COUNTERWEIGHT                         | INCL    |
| 600-3570 | HYDRAULIC OIL, MINERAL                | INCL    |
| 602-7185 | AUTOLUBE, STICK 9' 6" (2.9M)          | INCL    |
| 582-8905 | LINES, QC & GRADE, STICK 9' 6" (2.9M) | INCL    |
| 581-3651 | ALARM, TRAVEL                         | INCL    |
| 621-9627 | LIGHTS, CHASSIS                       | INCL    |
| 589-1744 | RADIO MODULE, PL243 CELLULAR          | INCL    |
| 582-8783 | QC CONTROL, PG, VA, GRADE             | INCL    |
| 576-8054 | BOOM, VA                              | INCL    |
| 539-3229 | AUTOLUBE, VA                          | INCL    |
| 576-8078 | STICK, 9' 6" (2.9M)                   | INCL    |
| 596-0819 | LINKAGE, BKT, A-LUBE, GRADE           | INCL    |
| 553-8129 | CAB, PREMIUM, 70/30                   | INCL    |
| 583-3846 | WIRING, PRODUCT LINK                  | INCL    |
| 573-9815 | MIRRORS, ELECTRIC, VA & MH            | INCL    |
| 576-1797 | GRADE 2D ASSIST & PAYLOAD             | \$2,925 |
| 622-3541 | CYLINDERS, VA, ADV, RC                | \$8,650 |

|          |                                       |                   |
|----------|---------------------------------------|-------------------|
| 565-4312 | SPEED, 18.6 MPH                       | NC                |
| 582-8873 | UC, OUT FRONT / REAR                  | \$35,040          |
| 576-0794 | FENDERS, SYNTHETIC                    | \$3,125           |
| 600-5704 | TIRES, 11-20 DUAL APOLLO AWE713       | \$7,510           |
| 622-3607 | AUX HYD, HP1 & HP2, VA                | \$7,860           |
| 622-2758 | MCV, ADV, VA, HP2, SMARTBOOM          | \$3,615           |
| 539-9003 | JOYSTICK, 2-SLIDER                    | \$3,125           |
| 555-7286 | NETWORK MANAGER, STD                  | NC                |
| 563-5770 | CAMERA, 360 VISIBILITY                | \$2,935           |
| 0G-9240  | COMPLETE STORAGE PROTECTION           | \$500             |
| 521-6833 | DECALS, NORTH AMERICA ANSI            | NC                |
| 603-0799 | LINES, HP2, STICK 9' 6"               | \$635             |
| 489-7911 | COUPLING, QUICK DISC HPF              | \$434             |
| 520-7563 | CONTROLLER, RC/JS                     | NC                |
| 528-6146 | SENSOR, GRADE / SB / RC               | NC                |
| 567-0427 | BEACON, CAB                           | \$375             |
| 527-7970 | PEDAL, HAMMER                         | <u>\$1,295</u>    |
|          | SUB TOTAL                             | \$75,099          |
|          | LESS 19% SHERIFF'S CONTRACT DISCOUNT  | <u>(\$14,269)</u> |
|          | <b>TOTAL OF NON-SPECIFIED OPTIONS</b> | <b>\$60,830</b>   |

#### CAT WORK TOOLS

|          |                                          |                  |
|----------|------------------------------------------|------------------|
| 552-8210 | BKT-GD, 48", 1.8 YD3, B                  | \$11,375         |
| 516-6671 | BUCKET-DCT, 79", 1.61 YD3                | \$17,264         |
| 513-7228 | LINES, CONNECTOR, DCT BUCKET             | \$436            |
| 505-4083 | TIP, PENETRATION PLUS ADVANSYS           | \$660            |
| 7Y-0366  | SIDECUTTERS, GENERAL PURPOSE             | \$1,188          |
| 172-8444 | PIN GROUP, SPARE                         | \$1,403          |
| 493-4062 | LINES, CONNECTOR, PIN GRABBER            | \$357            |
| 388-0067 | COUPLER, PG W/O PINS B                   | <u>\$10,361</u>  |
|          | SUB TOTAL                                | \$43,044         |
|          | LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT | <u>(\$5,165)</u> |
|          | <b>TOTAL OF CAT WORK TOOLS</b>           | <b>\$37,879</b>  |

#### NON-CONTRACT OPTIONS

|  |                                      |                |
|--|--------------------------------------|----------------|
|  | 5 YEAR / 3,000 HOUR PREMIER WARRANTY | <b>\$7,445</b> |
|--|--------------------------------------|----------------|

|  |                                   |                   |
|--|-----------------------------------|-------------------|
|  | SUB TOTAL                         | <b>\$428,013</b>  |
|  | LESS ONE TIME ADDITIONAL DISCOUNT | <u>(\$17,807)</u> |
|  | <b>TOTAL TRANSACTION PRICE</b>    | <b>\$410,206</b>  |

Best regards,

Matt Sessions  
Vice President / Regional Manager  
Ring Power Corporation

## **ITEM 7.D**

### **Sidewalk Easement for the Pinnacle at the Wesleyan Apartments**

#### **Request**

Approval of a sidewalk easement with Pinnacle at the Wesleyan, LLC, for the multifamily development known as Pinnacle at The Wesleyan Apartments. (Contract #20250169).

#### **Explanation**

Pinnacle at the Wesleyan, LLC, owns a parcel within the Kissimmee city limits currently being developed as a multifamily housing project known as the Pinnacle at the Wesleyan Apartments, also known as The Cove (DRC# 21-00090). The proposed sidewalk easement is necessary to accommodate a portion of the public sidewalk that will traverse the property, ensuring connectivity and public accessibility.

#### **Recommendation**

Approval of a sidewalk easement with Pinnacle at the Wesleyan, LLC, for public sidewalk access within the property associated with The Cove (DRC# 21-00090).

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Public Works & Engineering

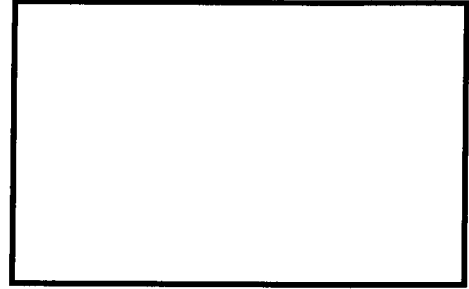
Presenter:

#### **Attachment(s):**

1. (S) Sidewalk Easement
2. Vicinity Map

PREPARED BY AND RETURN TO:

Robert Cheng, Esq.  
Shutts & Bowen LLP  
200 South Biscayne Boulevard  
Suite 4100  
Miami, Florida 33131  
Folio No: 504203-36-00100



(Space Reserved for Recording Information)

### **SIDEWALK EASEMENT**

THIS SIDEWALK EASEMENT (the “**Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between PINNACLE AT THE WESLEYAN, LLC, a Florida limited liability company, whose principal address is 9100 South Dadeland Boulevard, Suite 700, Miami, Florida 33156, hereinafter “**Grantor**”, and CITY OF KISSIMMEE, a municipal corporation existing under the laws of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter the “**Grantee**”, its successors and assigns.

### **WITNESSETH:**

That said Grantor, the fee simple owner of that certain real property located in the City of Kissimmee, Osceola County, Florida, as more particularly described on Exhibit “A” attached hereto and incorporated herein (the “**Property**”), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to the Grantee a non-exclusive easement in, under, upon, along, over, across and through that certain portion of the Property depicted and described on Exhibit “B” attached hereto and incorporated herein by this reference (the “**Easement Area**”) for a public sidewalk (the “**Sidewalk**”).

While the Grantor shall be responsible for the initial construction of the Sidewalk at its sole cost and expense, the Grantee, at its sole cost and expense, shall have the obligation to maintain, repair and replace the Sidewalk.

The Grantor reserves all rights with respect to the Easement Area for any use not inconsistent herewith, but no buildings or structures shall be erected or placed on the Easement Area by Grantor. The rights herein granted may be assigned in whole or in part.

Subject to Section 768.28, Florida Statutes, the Grantee will indemnify and save the Grantor harmless from and against any and all damages, injuries, losses, claims, demands, costs and other expenses whatsoever arising out of or resulting from the use of the Easement Area by the Grantee, including but not limited to (i) use of the Easement Area by the public, or (ii) the installation, maintenance, operation, use, repair, replacement and/or renewal of the Sidewalk.

This Easement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective permitted legal representatives, successors and assigns. This Easement is an

easement appurtenant and the benefits and burdens of this Easement run with title to the Easement Area.

The Grantor hereby covenants and warrants that it owns the Easement Area and has the right to grant this Easement.

*[Signature Page Follows]*



IN WITNESSES WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

**Witnesses:**

ht  
Print Name: Arianna Castro

Address: 9100 S Dadeland Blvd Suite 700  
Miami, FL 33156

[Signature]  
Print Name: Tommy P. Wheat

Address: 9100 S. Dadeland Blvd  
#700 Miami FL 33156

**GRANTOR:**

**PINNACLE AT THE WESLEYAN, LLC,**  
a Florida limited liability company

By: PC Wesleyan, LLC, a Florida limited liability company, its Authorized Member

By: [Signature]

Name: David O. Deutch

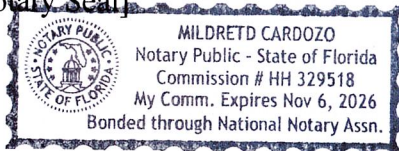
Title: President

Address: 9100 South Dadeland  
Boulevard, Suite 700, Miami,  
Florida 33156

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of January, 2025, by David O. Deutch, as President of PC Wesleyan, LLC, a Florida limited liability company, the Authorized Member of Pinnacle at the Wesleyan, LLC, a Florida limited liability company, behalf of the companies. Said person (check one) ☒ is personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]



[Signature]  
Signature of person taking acknowledgment

Name (typed, printed or stamped): Mildred Cardozo

Title or Rank: Notary Public

Serial number (if any): HH329518

**ATTEST:**

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

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **Legal Description**

Lot 3, SHINGLE CREEK PLAZA, according to the Plat thereof, recorded in Plat Book 7, page 2, of the Public Records of Osceola County, Florida.

**EXHIBIT “B”**

**Sidewalk Easement Area**

*[attached]*

# SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)  
SIDEWALK EASEMENT  
OSCEOLA COUNTY, FLORIDA

## LEGAL DESCRIPTION

A PORTION OF LOT 3, SHINGLE CREEK PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGES 2 AND 3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 3, SHINGLE CREEK PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGES 2 AND 3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S 00°08'39" E ALONG THE EAST RIGHT-OF-WAY LINE OF WARBIER BOULEVARD A DISTANCE OF 10.06 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 03°33'28", A CHORD BEARING OF S 01°53'13" E AND A CHORD DISTANCE OF 1.55 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1.55 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 21.58 FEET, AN INCLUDED ANGLE OF 37°24'45", A CHORD BEARING OF S 31°56'28" E AND A CHORD DISTANCE OF 13.84 FEET, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN 14.09 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 13°25'41" E, A DISTANCE OF 6.29 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF WARBIER BOULEVARD AND A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET, AN INCLUDED ANGLE OF 92°36'40", A CHORD BEARING OF S 07°02'08" W AND A CHORD DISTANCE OF 72.30 FEET, RUN 80.82 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE TO THE CUSP OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.29 FEET, AN INCLUDED ANGLE OF 66°22'53", A CHORD BEARING OF N 21°10'29" E AND A CHORD DISTANCE OF 55.05 FEET, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN 58.26 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 13°24'05" W, A DISTANCE OF 29.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 28.00 FEET, AN INCLUDED ANGLE OF 39°26'43", A CHORD BEARING OF N 33°07'27" W AND A CHORD DISTANCE OF 18.90 FEET, RUN 19.28 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 7.00 FEET, AN INCLUDED ANGLE OF 52°42'09", A CHORD BEARING OF N 26°29'44" W AND A CHORD DISTANCE OF 6.21 FEET, RUN 6.44 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 244 SQUARE FEET, MORE OR LESS.

## SURVEYOR'S NOTES

- 1) NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).

SEE SHEET 2 FOR SKETCH  
10/01/2024  
SHEET 1 OF 2

PROJECT: 24038

### PREPARED BY:

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

DAVID M. McDERMOTT

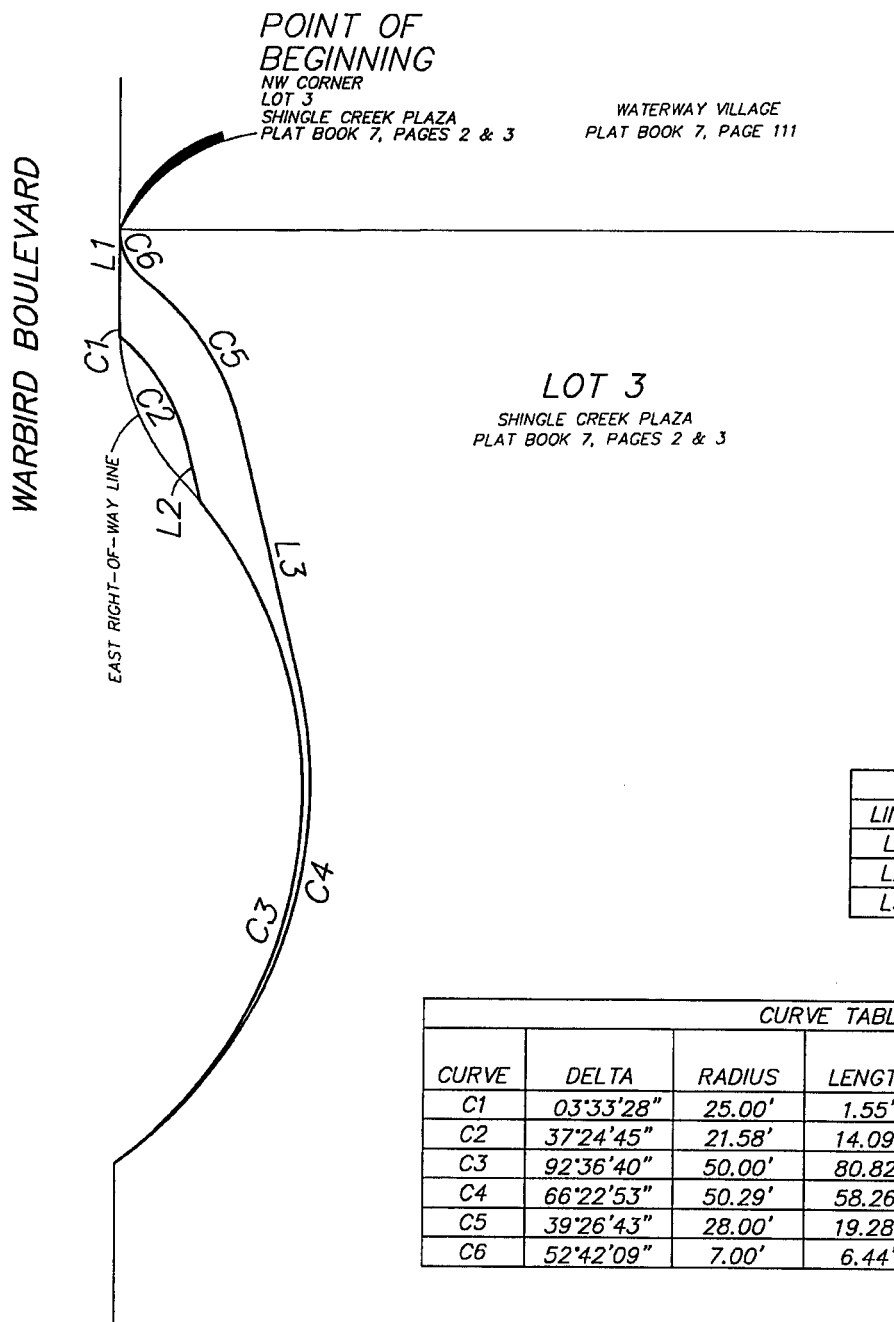
FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

## Associated Land Surveying & Mapping, Inc.

1681 POWELL STREET, LONGWOOD, FLORIDA 32750  
PH (407) 869-5002, FAX (407) 869-8393  
CERTIFICATE OF AUTHORIZATION # LB 6767

# SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)  
SIDEWALK EASEMENT  
OSCEOLA COUNTY, FLORIDA



| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | S00°08'39"E | 10.06' |
| L2         | S13°25'41"E | 6.29'  |
| L3         | N13°24'05"W | 29.31' |

| CURVE TABLE |           |        |        |               |                |
|-------------|-----------|--------|--------|---------------|----------------|
| CURVE       | DELTA     | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1          | 03°33'28" | 25.00' | 1.55'  | S01°53'13"E   | 1.55'          |
| C2          | 37°24'45" | 21.58' | 14.09' | S31°56'28"E   | 13.84'         |
| C3          | 92°36'40" | 50.00' | 80.82' | S07°02'08"W   | 72.30'         |
| C4          | 66°22'53" | 50.29' | 58.26' | N21°10'29"E   | 55.05'         |
| C5          | 39°26'43" | 28.00' | 19.28' | N33°07'27"W   | 18.90'         |
| C6          | 52°42'09" | 7.00'  | 6.44'  | N26°29'44"W   | 6.21'          |

## LEGEND

ORB = OFFICIAL RECORDS BOOK  
PG = PAGE

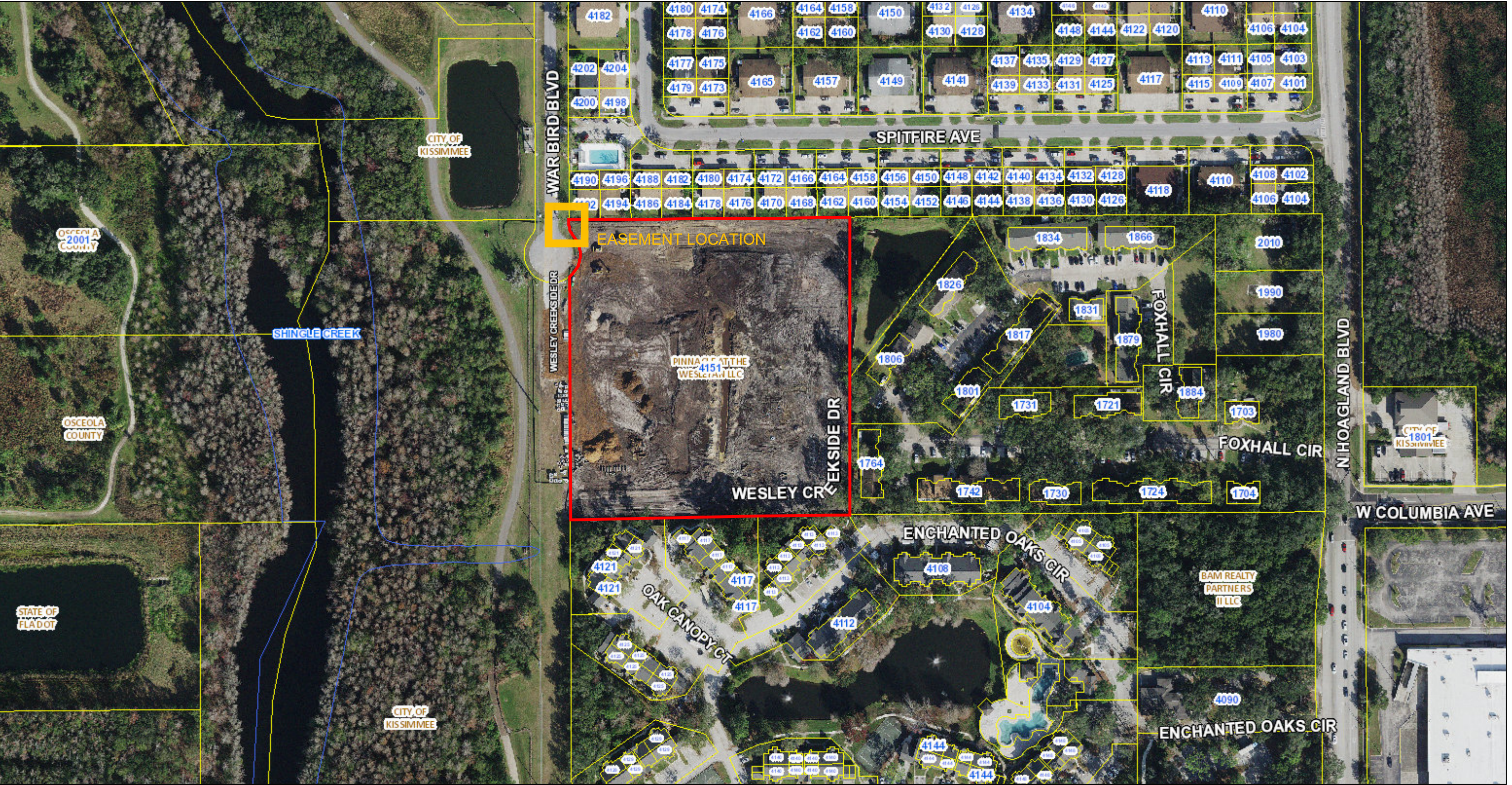
SEE SHEET 1 FOR DESCRIPTION  
10/01/2024  
SHEET 2 OF 2

PROJECT: 24038

**Associated Land Surveying  
& Mapping, Inc.**

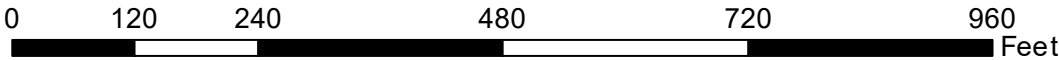
1681 POWELL STREET, LONGWOOD, FLORIDA 32750  
PH (407) 869-5002, FAX (407) 869-8393  
CERTIFICATE OF AUTHORIZATION # LB 6767





# Pinnacle at the Wesleyan Sidewalk Easement

Date Generated: 1/21/2025



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Katrina S. Scarborough, CFA, CCF, MCF  
Osceola County Property Appraiser



## **ITEM 7.E**

### **Reclassification of Part-Time Police Accreditation Specialist to Full-Time Accreditation Manager**

#### **Request**

The Kissimmee Police Department requests the reclassification of our part-time Accreditation Specialist to a full-time Accreditation Manager (Pay Grade 21). This will increase our current civilian staffing allocation by one full-time position and will eliminate one part-time position.

#### **Explanation**

As we continue our commitment to providing the highest standards of public safety and ensuring our operations align with nationally recognized best practices, it has become increasingly evident that a full time Accreditation Manager is essential to manage and sustain our accreditation efforts effectively. Accreditation serves as a benchmark for excellence in law enforcement, demonstrating our adherence to rigorous standards in policies, procedures, training, and service delivery. While this endeavor reflects our dedication to transparency, accountability, and continuous improvement, it is a complex and ongoing process that requires significant time, expertise, and coordination.

Our research included the review of Accreditation Manager job descriptions from the City of Altamonte Springs, City of Sanford, City of Coconut Creek, and the average salary of an Accreditation Manager within the State of Florida from available data. The Kissimmee Police Department has been Accredited through the Commission for Florida Law Enforcement Accreditation since 2012.

The Kissimmee Police Department will absorb the increase in salary for the full-time accreditation by utilizing funds from current vacancies in the current fiscal year.

#### **Recommendation**

Staff requests Commission approval for the reclassification of part-time Police Accreditation Specialist to a full-time Accreditation Manager.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Police

Presenter:

#### **Attachment(s):**

1. Reclassification Memo
2. CFA-Edition-5.24-October-2024-1

Kissimmee Police Department  
Command Staff – Supervisory Endorsement

  
\_\_\_\_\_  
Captain Christopher Succi  
Support Services Division

☐ APPROVED ☐ NOT APPROVED  
☐ RECOMMENDED ☐ NOT RECOMMENDED

Comments: Request for full-time Accreditation  
Manager.

Date: 1/27/25

  
\_\_\_\_\_  
Robert Anzueto  
Chief of Police

☐ APPROVED ☐ NOT APPROVED  
☒ RECOMMENDED ☐ NOT RECOMMENDED

Comments: I support this request.  
Having an Accreditation mgr is needed for  
a law enforcement agency.

Date: 1/27/25

  
\_\_\_\_\_  
Mike Steigerwald  
City Manager

☒ APPROVED ☐ NOT APPROVED  
☐ RECOMMENDED ☐ NOT RECOMMENDED

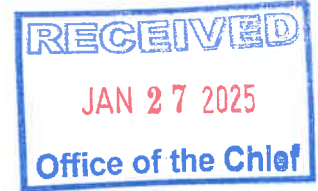
Comments: \_\_\_\_\_

Date: 2/3/25



# CITY OF KISSIMMEE POLICE DEPARTMENT

## INTEROFFICE MEMORANDUM



January 27, 2025

TO: Mike Steigerwald  
City Manager  
City of Kissimmee

VIA: Chain of Command

FROM: Captain Christopher Succi  
Administrative Services Bureau  
Support Services Division

SUBJECT: Request for Reclassification of Accreditation Specialist Position

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The City of Kissimmee Police Department hired a part-time Accreditation Specialist in October 2013. Since then, Cynthia Pugsley, has served in the role and has successfully navigated the Department through four accreditation cycles. Cynthia recently submitted her resignation as she has taken on a new role with the Florida Department of Law Enforcement. Cynthia's last day will be January 31, 2025.

As we continue our commitment to providing the highest standards of public safety and ensuring our operations align with nationally recognized best practices, it has become increasingly evident that a full time Accreditation Manager is essential to manage and sustain our accreditation efforts effectively. Accreditation serves as a benchmark for excellence in law enforcement, demonstrating our adherence to rigorous standards in policies, procedures, training, and service delivery. While this endeavor reflects our dedication to transparency, accountability, and continuous improvement, it is a complex and ongoing process that requires significant time, expertise, and coordination.

We respectfully request the reclassification of our part-time Accreditation Specialist to a full-time Accreditation Manager. We have created a job description for this specific position and have obtained review and approval of the job description from HR Director Roxane Walton. The job description and recommended pay grade are in alignment with the current Accreditation Manager position within the Kissimmee Fire Department (Pay Grade 21). Our research included the review of Accreditation Manager job descriptions from the City of Altamonte Springs, City of Sanford, City of Coconut Creek, and the average salary of an Accreditation Manager within the State of Florida from Zip Recruiter. I have attached the new job description for our Accreditation Manager position along with the job descriptions and pay grades from the noted cities in our research. Thank you for your consideration.

## **City of Kissimmee, Florida**

### **Classification Description**

**Classification Title: Accreditation Manager**

**Department: Police**

**Pay Grade: 21**

**FLSA Status: Exempt**

### **General Statement of Job:**

The Accreditation Manager is a highly responsible position tasked with coordinating and overseeing the Kissimmee Police Department's law enforcement accreditation and re-accreditation processes. This role ensures compliance with the standards set forth by the Commission for Florida Law Enforcement Accreditation (CFA) and is instrumental in maintaining the department's commitment to operational excellence, accountability, and continuous improvement. The Accreditation Manager will collaborate with internal staff and external agencies, manage quality assurance efforts, and support the development and maintenance of department policies and procedures.

### **Specific Duties and Responsibilities:**

- Serve as the department's primary liaison with the Commission for Florida Law Enforcement Accreditation (CFA).
- Oversee and manage all aspects of the accreditation and re-accreditation process, including compliance with current and amended standards.
- Draft, review, update, and maintain agency policies, directives, and procedures to ensure alignment with accreditation standards and organizational needs.
- Conduct regular reviews and audits to ensure compliance with accreditation standards and address non-compliance issues promptly.
- Collect, compile, and maintain required documentation, including primary and secondary proofs of compliance for all standards.
- Prepare and submit required reports, forms, and updates to the CFA and other relevant agencies.
- Coordinate and lead department preparation for accreditation assessments, inspections, and re-certification recognitions.
- Provide guidance and support to department personnel regarding accreditation standards, policies, and compliance measures.
- Monitor legislative, procedural, or regulatory changes that may impact accreditation standards and integrate these changes into department practices.
- Develop and deliver training to department staff on accreditation processes and requirements.
- Assist with special projects or initiatives assigned by the Lieutenant of the Professional Standards Section.

**Minimum Education and Training:**

- Bachelor's degree in Criminal Justice, Public Administration, Business Administration, or a related field. Equivalent experience may be considered.
- At least three (3) years of experience in accreditation, policy development, quality assurance, or a related field, preferably within a law enforcement or public safety environment.
- Knowledge of Commission for Florida Law Enforcement Accreditation (CFA) standards and accreditation processes.
- Must submit to, and pass, a fingerprint-based national criminal history record check and must be able to obtain, and recertify as required, the appropriate Criminal Justice Security Awareness training.
- Must have valid Florida Driver License
- Must possess or obtain the most current FEMA 100, 200, and 700 Incident Command System certifications within 6 months of appointment to the job.

**Minimum Qualifications and Standards Required:**

- Experience in internal investigations, compliance, or law enforcement accountability.
- Exceptional organizational skills with the ability to prioritize tasks and meet deadlines.
- Strong analytical and problem-solving skills, with attention to detail and accuracy.
- Excellent written and verbal communication skills.
- Proficient in using office software, including Microsoft Office Suite, and database systems.
- Ability to work independently and exercise sound judgment in decision-making.
- Strong interpersonal skills and ability to work collaboratively with internal staff and external stakeholders.
- Commitment to maintaining confidentiality and professionalism in handling sensitive information.
- Must be at least 18 years of age; must be a United States citizen or have valid immigration status/visa; must successfully pass a comprehensive background investigation; must be capable of having a work assignment that varies, including compulsory work periods in special, emergency, and/or disaster situations; must be able to work nights, weekends, and holidays if required by commanding authority.

**Preferred Qualifications:**

- Proficiency in Microsoft Office Suite and Power DMS.
- Certification or training in law enforcement accreditation processes, such as CFA Assessor training.
- Experience in grant writing or management.
- Familiarity with law enforcement operations, policies, and procedures.

**Working Conditions:**

- Works primarily in an office environment.

**Other:**

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





## City of Sanford Accreditation Manager

|                     |                                                                |                     |                                       |
|---------------------|----------------------------------------------------------------|---------------------|---------------------------------------|
| <b>SALARY</b>       | \$27.46 - \$41.83 Hourly<br>\$57,118.55 - \$87,014.52 Annually | <b>LOCATION</b>     | Police Department City of Sanford, FL |
| <b>JOB TYPE</b>     | FULL TIME                                                      | <b>JOB NUMBER</b>   | 24-00107                              |
| <b>DEPARTMENT</b>   | Police Department                                              | <b>OPENING DATE</b> | 01/08/2025                            |
| <b>CLOSING DATE</b> | 1/22/2025 at 5:30 PM Eastern Time<br>(US & Canada)             |                     |                                       |

### Description

Under general supervision, the purpose of the position is to manage and facilitate the Department's compliance with all applicable Commission for Florida Law Enforcement Accreditation (CFA) Standards. Employee functions at journey level to ensure agency directives adhere to standards in the collection and filing of proof of compliance. Employee functions to facilitate the Department's preparedness for triennial onsite CFA comprehensive assessments. Position is accountable for facilitating and completing staff and line inspections, e.g., uniforms, vehicles, law enforcement and emergency equipment. This position reports directly to the Strategic Communications Manager.

### Examples of Duties

Performs a variety of administrative management functions to ensure departmental compliance with current CFA standards, e.g., tracks and reviews standards for any promulgated revisions; aligns local agency directives with standards; drafts new and revises existing directives to meet standards.

Completes Public Records Requests for Body Worn Camera by redacting all confidential and/or exempt content according to F.S.S. Chapter 119.

Plans, publishes and distributes regular updates to agency policies for all employees.

Facilitates collection of proofs of compliance with CFA standards; redact privacy act information from proofs of compliance.

Files and maintains confidential security of all law enforcement accreditation files according to specific CFA policies and procedures.

Facilitates agency preparation for triennial CFA onsite assessments.

Trains and coaches agency employees in all facets of Accreditation process; encourages compliance through explanation of benefits.

Monitors and tracks employee CFA standards compliance.

Attends various meetings and seminars, e.g., Seminole County Accreditation meeting, Florida Statewide Accreditation conferences, agency staff meetings.

Assists the Chief of Police with special projects; briefs the Chief of Police on accreditation records and issues.

Responds to requests for directive clarification; provides information on suggested proposals and compliance with CFA accreditation standards.

### **ADDITIONAL POSITION FUNCTIONS**

Performs related duties as directed when such duties are a logical and appropriate assignment to the position.

### **Minimum Qualifications**

Bachelor's Degree in Public Administration, Criminal Justice, Political Science, Law Enforcement, or closely related field; supplemented by five (5) years of experience in government public relations, media relations or closely related experience; OR an equivalent combination of experience and training as determined by the Chief of Police.

Employee shall obtain the National Incident Management System ICS-100 Introduction to the Incident Command System and IS-700 National Incident Management System, An Introduction within six (6) months of employment. The following courses are designed to provide a baseline, as they introduce basic NIMS and ICS concepts and provide the foundation for higher-level Emergency Operations Center (EOC), MACS, and ICS related training.

### **Supplemental Information**

Knowledge of current Florida Law Enforcement Accreditation (CFA) Standards.

Knowledge of local, state and federal laws and current ordinances, departmental policies and procedures, and standard operating procedures.

Knowledge of the City's judicial system, and operations and procedures for criminal prosecution.

Considerable knowledge of record keeping, report preparation, filing methods and records management techniques.

Knowledge of business English, e.g., spelling, grammar, punctuation, and vocabulary.

Intermediate level mathematical skills, including percentages and decimals.

Skill in both written and oral communications.

Ability to understand and carry out oral and written instructions, giving close attention to detail and accuracy.

Ability to read, update and interpret documents such as accreditation rules, regulations and instructions and procedure manuals.

Ability to interpret a variety of instructions in written, oral, diagram or schedule form.

Ability to foster a team environment by supporting cohesive work relationships and providing effective problem resolution.

Knowledge of office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Knowledge of pertinent federal, state, and local laws, codes and regulations.

Familiar with Taser Axon Flex Body cameras/evidence.com.

Ability to independently prepare correspondence and memoranda.

Ability to organize workload, prioritize, meet established deadlines and follow up on assignments with minimum direction to ensure responsibilities spreadsheet, and database applications.

Ability to interpret a variety of instructions in written, oral or schedule form.

Knowledge of municipal operations, procedures, policies, laws, objectives and organization.

Ability to collect, evaluate, and interpret complex information and data.

Ability to analyze problems, identify alternative solutions, project consequences of proposed actions.

### **PHYSICAL REQUIREMENTS**

While performing the essential functions of this job the employee is regularly required to stand, walk, use hands to finger, handle, or feel, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, and lift and/or move up to 35 pounds.

While performing the essential functions of this position the employee is rarely exposed to disagreeable environmental factors.

While performing duties some tasks are performed with potential for intermittent exposure to disagreeable elements including, but not limited to, heat, humidity, and inclement weather.

The City of Sanford is an Equal Opportunity Employer. In compliance with Equal Employment Opportunity guidelines and the Americans with Disabilities Act, the City of Sanford provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

### **THE CITY OF SANFORD IS A DRUG FREE WORKPLACE**

---

**Agency**

City of Sanford

**Address**

300 N. Park Ave.

**Phone**

407-688-5134

Sanford, Florida, 32771

**Website**

<http://www.sanfordfl.gov>

## **Accreditation Manager Supplemental Questionnaire**

### **\*QUESTION 1**

**Which of the following best describes your highest level of completed education?**

- ☐ No High School Diploma and No GED
- ☐ High School or GED
- ☐ Some College
- ☐ Associates Degree
- ☐ Bachelors Degree
- ☐ Masters or Doctorate Degree

**\*QUESTION 2**

**Do you have a Bachelor's Degree in Public Administration, Criminal Justice, Political Science, or a closely related field?**

- ☐ Yes
- ☐ No

**\*QUESTION 3**

**What best describes your years of experience in government public relations, media relations, or a closely related field?**

- ☐ 1 year, but less than 2 years of experience.
- ☐ 2 years, but less than 3 years of experience.
- ☐ 3 years, but less than 4 years of experience.
- ☐ 4 years, but less than 5 years of experience.
- ☐ 5 years of experience or greater.

**\*QUESTION 4**

**What best describes your years of experience and knowledge with the Commission for Florida Law Enforcement Accreditation process?**

- ☐ 1 year, but less than 2 years of experience.
- ☐ 2 years, but less than 3 years of experience.
- ☐ 3 years, but less than 4 years of experience.
- ☐ 4 years, but less than 5 years of experience.
- ☐ 5 years of experience or greater.

**\*QUESTION 5**

**What best describes your years of experience in facilitating and completing staff and line inspections, e.g., uniforms, vehicles, law enforcement and emergency equipment?**

- ☐ 1 year, but less than 2 years of experience.
- ☐ 2 years, but less than 3 years of experience.
- ☐ 3 years, but less than 4 years of experience.
- ☐ 4 years, but less than 5 years of experience.
- ☐ 5 years of experience or greater.

**\*QUESTION 6**

**What best describes your level of knowledge in record keeping, report preparation, filing methods and records management techniques?**

- ☐ No experience

- ☐ Minimal
- ☐ Basic
- ☐ Intermediate
- ☐ Advanced

**\*QUESTION 7**

**What best describes your level of knowledge of the Florida Record Retention Schedule GS2?**

- ☐ Some, but less than 1 year of experience.
- ☐ 1 year, but less than 2 years of experience.
- ☐ 2 years, but less than 3 years of experience.
- ☐ 3 years, but less than 4 years of experience.
- ☐ 4 years, but less than 5 years of experience.
- ☐ 5 years of experience or greater.

**\*QUESTION 8**

**Do you have the ability or can a reasonable accommodation be made in order for you to regularly lift, move or carry objects up to 35 pounds; regularly stand, walk, move about on hands and knees or hands and feet; use hands to finger, handle or feel objects; and to reach with hands and arms, climb or balance, stoop, kneel, crouch or crawl?**

- ☐ Yes
- ☐ No

\* Required Question

# Accreditation Manager



(<https://www.governmentjobs.com/careers/altam>)

**SUBSCRIBE**

## Class Title

Accreditation Manager

## Class Code

3315

## Salary ⓘ

\$51,341.00 - \$84,713.00 Annually

### DEFINITION

### BENEFITS

## Position Function

The Accreditation Manager is an administrative and management position within the police department and is responsible for the effective and efficient management of the accreditation and re-accreditation programs.

## Tasks/Duties

- Manage the Department's Accreditation Program within the guidelines established by the Chief of Police, Command Staff, City and Department policies, and applicable Federal, State and local regulations.
- Serve as the liaison between the Department and the Accreditation Commission staff.
- Coordinate the development, updating, and revision of Department Written Directives in accordance with Commission for Florida Law Enforcement Accreditation (CFA) standards.
- Maintain all Department Policies and Procedures, Regulations, SOP's and Directives.
- Review directives for consistency and ensure compliance with current accreditation standards.
- Develop and maintain Accreditation files including primary and secondary proofs of compliance with (CFA) standards.
- Maintain master and archive files for the department's written directives.
- Maintain a current knowledge base, including all aspects of the accreditation process, proposed changes or amendments to the standards, assessing the impact of changes on current policies and procedures of the department.
- Coordinate on-site/mock assessments.
- Perform staff inspections and audits as directed by the Chief of Police.
- Write policy with a thorough knowledge of the department's rules, regulations, and policies.
- Maintain certification as an Accreditation Assessor.
- Prepare written and oral reports regarding the progress and outcome of inspections and audits.
- Work well with all levels of supervision.
- Train and motivate department members on the accreditation process and standards.



## Qualifications

### MINIMUM QUALIFICATIONS

- Bachelor's degree in Business, or related field or five (5) years experience in governmental administration; or an equivalent combination of training and/or experience.
- Experience using word processing and spreadsheets in a Windows environment.
- Valid driver license. Must obtain valid State of Florida Driver License within thirty (30) days of employment.

### PREERABLE QUALIFICATIONS

- Training and/or experience in the law enforcement accreditation process.
- Florida Law Enforcement Accreditation Assessor Certification. Must obtain within 12 months of employment.
- Experience in writing and reviewing law enforcement policies, procedures, SOP's and written directives.
- Completion of the following NIMS Courses:
  - Basic IS-700 (6 months)
  - Basic ICS-100 (6 months)

### Supplemental Information

Driving history for the past three (3) years must reflect no violations of a driving related offense, or driving under the influence (DUI) which includes both drugs and alcohol, reckless driving, or hit and run involving an occupied vehicle or attended property, or an accumulation of traffic violations, plus three (3) points for each attendance at driving school (regardless of whether points were assessed against the license) where the penalty points do not exceed twelve (12).

***The selection process for positions in the Altamonte Springs Police Department will include a Truth Verification Examination/Computer Voice Stress Analysis (CVSA), an in depth Background Investigation to include a Level 2 nationally fingerprint-based records check, and successful completion of CJIS (Criminal Justice Information Services) Security Clearance process to include approval for controlled access to protected information.***



City of Coconut Creek

**Accreditation Program Manager - Police**

|                         |                  |                      |                                                                                                     |
|-------------------------|------------------|----------------------|-----------------------------------------------------------------------------------------------------|
| <b>CLASS CODE</b>       | APM              | <b>SALARY</b>        | \$32.60 - \$50.53 Hourly<br>\$2,608.00 - \$4,042.38 Biweekly<br>\$67,808.00 - \$105,102.00 Annually |
| <b>ESTABLISHED DATE</b> | October 21, 2015 | <b>REVISION DATE</b> | January 01, 2023                                                                                    |

**General Purpose**

Performs intermediate-level professional work in the Police Department. Oversees the accreditation process, including project management of the accreditation activities. Works independently under limited supervision with considerable latitude. Position typically requires processing and interpreting complex, less clearly-defined issues. Employee must exercise considerable initiative and sound judgment in the planning, scheduling, and carrying out of assignments.

**Examples of Essential Functions**

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the classification. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Administers accreditation process ensuring compliance with standards developed by state and national accrediting bodies as applicable
- Maintains current information on accreditation standards and the interpretation and application of accreditation standards through active participation with appropriate accreditation commissions and professional associations
- Represents the department in conjunction with the Chief of Police or designee at various meetings and conferences for accreditation, serves on accreditation related committees, and participates in accreditation related training
- Serves as a department liaison to other law enforcement agencies involved in the accreditation process
- Monitors and maintains accurate, up-to-date records, files, and other police record systems through timely reporting (monthly, quarterly, annually)
- Advises agency personnel with regards to maintaining accreditation and other record keeping standards
- Plans, organizes, coordinates, directs or conducts administrative or management studies relating to accreditation and record-keeping for the Department
- Determines analytical techniques and information-gathering processes and obtains required information and data for analysis; analyzes alternatives and makes recommendations; discusses findings with management staff and prepares reports of study conclusions
- Plans and monitors accreditation on-site assessments and maintains appropriate records; takes the lead role in preparation for mock and on-site assessments
- Assists in developing and implementing departmental program goals and objectives
- Provides presentations and/or trainings related to the accreditation process, as directed
- Drafts the Department's General Orders and distributes to all employees
- Performs regular staff inspections to ensure adherence to prescribed Department General Orders and accreditation standards
- Assists in the application process, monitoring, implementation, and administration of state and federal grant programs
- Demonstrates continuous effort to improve operations, decrease turnaround times, and streamline work processes, and works cooperatively to provide quality seamless customer service
- Performs other related duties as assigned and/or required

**Minimum Qualifications**

Bachelor's degree in criminal justice, public administration, or closely related field; supplemented by three (3) or more years' experience in administering or directly assisting in the administration of an accreditation program for a law enforcement agency. Certification as an Accreditation Manager from the Commission for Florida Law Enforcement Accreditation, Inc. is preferred. \*The City reserves the right to consider alternate combinations of education, certification, training, and/or experience.

**Supplemental Information****KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of the principles and practices of law enforcement accreditation
- Skill in Microsoft Office products (Word, Excel, PowerPoint, and Outlook)
- Skill in the use of PowerDMS accreditation management software (preferred)
- Skill in analytical evaluation and mathematical calculations
- Skill in preparing and delivering reports, policies, and presentations
- Skill in providing excellent customer service
- Ability to manage projects and programs and multi-task while working with tight deadlines and shifting priorities
- Ability to work with minimal supervision
- Ability to analyze and define problems, identify alternative solutions, estimate consequences of proposed actions, and implement recommendations in support of goals

- Ability to use critical thinking skills to arrive at solutions and suggest improvements to processes
- Ability to clearly communicate and understand information in English, both orally and in writing
- Ability to quickly and independently learn new software
- Ability to read and interpret accreditation requirements, Department General Orders, collective bargaining agreements, and related documents
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work
- Ability to regularly attend work and arrive punctually for designated work schedule

**PHYSICAL REQUIREMENTS:**

Depending on functional area of assignment, tasks involve the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (up to 20 pounds). May usually involve some climbing, balancing, stooping, kneeling, crouching, crawling, walking or standing. Tasks may involve extended periods of time at a keyboard or work station and/or extended periods of standing.

**ENVIRONMENTAL REQUIREMENTS:**

Tasks are regularly performed inside without potential for exposure to adverse conditions, such as dirt, dust, pollen, odors, fumes and/or poor ventilation, wetness, humidity, rain, temperature and noise extremes, machinery and/or moving vehicles, vibrations, electric currents, animals/wildlife, toxic/poisonous agents, gases or chemicals, oils and other cutting fluids, violence and/or disease, or pathogenic substances.

**SENSORY REQUIREMENTS:**

Some tasks require manual dexterity, in addition to visual and hearing acuity.

INDIAN RIVER COUNTY  
SHERIFF'S OFFICE



*The mission of the Sheriff's Office is to protect the community, prevent crime and solve problems. Our values are integrity, leadership and service. The Indian River County Sheriff's Office strives for excellence in service through partnerships with the community.*

Indian River County  
Sheriff's Office  
Human Resources  
Section  
4055 41<sup>st</sup> Avenue  
Vero Beach, FL 32960

Phone: 772-978-6353  
Fax: 772-567-9755  
[www.ircsheriff.org](http://www.ircsheriff.org)



## ACCREDITATION MANAGER

The Indian River County Sheriff's Office can help you achieve your goals. We are seeking highly motivated and self-disciplined individuals with an interest in pursuing a rewarding career in law enforcement, corrections or civilian public service.

The Indian River County Sheriff's Office offers:

- A competitive starting **Salary of \$58,140 per year**
- Excellent Benefits including health, life, dental and vision insurance
- Florida State Retirement
- Promotional Opportunities

### Brief Job Description:

The class specification for the position of Accreditation Manager - Corrections involves the administrative work, management, planning and coordination of corrections accreditation activities, including drafting and maintaining corrections policy, post orders, collection of proofs for accreditations standards, and coordinating and conducting Florida Corrections Accreditation Commission (FCAC) and Florida Model Jail Standards (FMJA) inspections. The Accreditation Manager will attend Florida Corrections Accreditation Commission (FCAC) meetings, Florida Model Jail Standards Committee (FMJS) meetings, local accreditation network meetings, and actively participate in the Florida Police Accreditation Coalition. Candidates should also possess the ability to plan, direct and coordinate the work of professional and support personnel involved in accreditation activities, ability to formulate short and long range plans necessary in accomplishing accreditation goals, the ability to utilize a high level of interpersonal skills and conduct audits and inspections.

### Job Prerequisites, Education and Minimum Qualifications:

Three (3) years experience as an accreditation manager for an agency accredited by the Florida Corrections Accreditation Commission, and extensive working knowledge of PowerDMS software. Preference may be given to individuals with a Bachelor's Degree from an accredited college or university with major work in criminal justice, public administration, business management or a closely related field.

### The Indian River County Sheriff's Office

The Indian River County Sheriff's Office is the 173<sup>rd</sup> law enforcement agency accredited by the Commission on Accreditation for Law Enforcement Agencies (law enforcement: D); Public Safety Communications Accreditation Program and is accredited by the Commission on Florida Law Enforcement Accreditation, and the Florida Corrections

Accreditation Commission. Indian River County is located in the Treasure Coast region of Florida with a population of approximately 159,000+. The county seat is Vero Beach, and includes the municipalities of Sebastian, Indian River Shores, Fellsmere and the Town of Orchid.

**Knowledge, Skills and Abilities:**

Ability to communicate effectively, both verbally and in writing.  
Ability to generate comparative statistical data.  
Ability to attend and participate in accreditation commission meetings.  
Ability to provide accreditation related training to agency members.  
Ability to make decisions related to accreditation and Agency policy.  
Ability to prepare agency for re-accreditation.  
Ability to plan and conduct project meetings.  
Ability to work independently.  
Ability to draft and submit status reports to command staff.  
Ability to follow written and verbal instructions.  
Ability to establish and maintain effective professional relationships.  
Ability to deal tactfully, professionally and effectively with others.  
Ability to prioritize and multi-task.

**Working Conditions:**

- A. Pleasant office environment.
- B. The job requirements include sitting, standing and walking.
- C. Movements associated with the duties and responsibilities are: bend/stoop, squat, crawl, climb, reach above shoulder level, crouch, kneel, balancing and pushing/pulling as necessary.
- D. The weight that could be lifted during the course of performing the duties and responsibilities are from zero to 50 pounds depending on the activity.
- E. The repetitive foot movements required include both right and left foot 3 - 4 hours a day. Hands used for repetitive action would be affected by whether the individual was left or right handed. It includes simple/light grasping 7 hours a day, firm/strong grasping 1 - 2 hours a day and fine dexterity 7 hours a day.
- G. The job may require working in changes in temperature and humidity.

**Selection Process:**

The selection process will consist of an interview by the Sheriff. Candidates will be evaluated on their responses to job related questions based on communication skills, job knowledge, initiative, education, appearance, and experience.

**Application Process:**

ALL INTERESTED CANDIDATES MUST SUBMIT A COVER LETTER AND RESUME, VIA EMAIL TO [APPLICANT@IRCSHERIFF.ORG](mailto:APPLICANT@IRCSHERIFF.ORG). CANDIDATES WILL RECEIVE A CONFIRMATION OF THEIR REQUEST.

**EQUAL OPPORTUNITY EMPLOYER M/F, VETERANS, DISABLED**

POLICE ACCREDITATION MANAGER



Police Accreditation Manager Salary in Florida Comparison by Location



How much does a Police Accreditation Manager make in Florida?

As of Jan 7, 2025, the average annual pay for a Police Accreditation Manager in Florida is \$61,036 a year. Just in case you need a simple salary calculator, that works out to be approximately \$29.34 an hour. This is the equivalent of \$1,173/week or \$5,086/month.

While ZipRecruiter is seeing salaries as high as \$102,753 and as low as \$20,551, the majority of Police Accreditation Manager salaries currently range between \$37,400 (25th percentile) to \$87,100 (75th percentile) with top earners (90th percentile) making \$90,422 annually in Florida.

The average pay range for a Police Accreditation Manager varies greatly (as much as 49700), which suggests there may be many opportunities for advancement and increased pay based on skill level, location and years of experience.



# **COMMISSION FOR FLORIDA LAW ENFORCEMENT ACCREDITATION, INC.**



## **STANDARDS MANUAL EDITION 5.24**

## **PREFACE**

The Standards Manual is the principal publication of the Commission for Florida Law Enforcement Accreditation, Inc. The first edition was published in August 1995 with Change Notice #1 distributed in May 1996. The second edition was published in September 1997 with Change Notice #2.1 distributed in October 1998. The third edition was published in June 2001. The fourth edition was published in March 2004. The fifth edition was published in February 2016 and is the current version of the Florida Standards Manual.

This manual and other Florida law enforcement accreditation publications are available from:

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## **LIMITATION OF LIABILITY**

*The Commission for Florida Law Enforcement Accreditation, Inc., ("Commission") a Florida not-for-profit corporation, makes no warranty, expressed or implied, for the benefit of any person or entity with regard to any aspect of the standards contained herein. These standards were adopted for the sole use of the Commission for the exclusive purpose of their application to the agencies seeking to obtain or maintain accreditation, there being no intended third-party beneficiaries hereof, expressed or implied. Nothing herein shall be construed so as to create any right, cause, property interest, or entitlement on the part of any applicant agency or third party. These standards shall in no way be construed to be an individual act of any commissioner, director, employee, agency, member, individual, or a legal entity associated with the Commission, or otherwise be construed so as to create any liability in an individual or official capacity on the part of any commissioner, director, employee, agency, member, individual, or a legal entity associated with the Commission.*

## **ACKNOWLEDGMENTS**

In an effort to keep up with current law enforcement trends, criminal justice issues, and Florida Statutes, the Standards Review and Interpretations Committee (SRIC) and the Commission have been accepting and reviewing input from law enforcement practitioners for improving the Florida Standards Manual. The fifth edition is the final result of various committee and subcommittee meetings, executive workshops, and numerous individual hours dedicated to addressing all suggestions and concerns.

The work of the Standards Review and Interpretations Committee is endless and many dedicated professionals contributed to this edition. The Commission for Florida Law Enforcement Accreditation, Inc. thanks the past and present members of the SRIC for ensuring the fifth edition continues to meet the needs of the Florida law enforcement community.

### **MISSION STATEMENT**

The Commission for Florida Law Enforcement Accreditation establishes standards, oversees an accreditation program, and awards accreditation to compliant Florida law enforcement agencies. The Commission strives to improve the ability of law enforcement agencies to deliver professional public safety services.

### **VISION STATEMENT**

To have every eligible law enforcement agency in Florida state accredited, maintaining their accredited status as a continued goal.

## **PROGRAM DEVELOPMENT**

An accreditation program has long been recognized as a means of maintaining the highest standards of professionalism. Schools, universities, and hospitals are some of the most well-known organizations required to maintain accredited status. The accreditation process is an outstanding management tool for criminal justice agencies. Accreditation provides a blueprint for building an agency committed to providing value-based services through accountability and transparency to the communities it serves.

### **Commission for Florida Law Enforcement Accreditation, Inc. (CFA)**

In 1993, Florida Statute 943.125 encouraged the Florida Sheriffs Association (FSA) and the Florida Police Chiefs Association (FPCA) to create an independent voluntary law enforcement agency accreditation program.

Representatives from FSA and FPCA developed an accreditation program, which requires compliance with more than 250 professional standards designed specifically for Florida law enforcement agencies. These standards are practical, easily understood, and achievable for all law enforcement agencies. The program has the following objectives:

- Establish and maintain standards that represent current professional law enforcement practices
- Increase effectiveness and efficiency in the delivery of law enforcement services
- Establish standards that address and reduce liability for the agency and its members
- Establish standards that make an agency and its personnel accountable to the constituency they serve.

Feasibility study and status reports were delivered to the Speaker of the House of Representatives in November 1993. A joint FSA/FPCA Charter Review Committee was then formed, headed by Sheriff Neil J. Perry of St. Johns County. This committee developed the charter for the CFA and established the overall framework for its operation. The CFA awarded its first agency accreditation in 1996.



## **THE COMMISSION**

The CFA was established by charter December 13, 1994 and incorporated on February 9, 1995. It is an independent, not-for-profit corporation designated as the accrediting body for Florida law enforcement and inspectors general accreditation. The Commission's purpose is to establish a program for accreditation that can be achieved by all Florida law enforcement agencies and Inspectors general investigations offices. The Commission is comprised of 15 volunteer members:

- Five sheriffs appointed by the FSA
- Five police chiefs appointed by the FPCA
- Representative appointed by the State Law Enforcement Chiefs Association
- Mayor, city commissioner, city manager, or other representative appointed by the Florida League of Cities
- County commissioner appointed by the Florida Association of Counties
- Appellate or Circuit Court Judge appointed by the Florida Supreme Court
- Two representatives appointed by the Office of the Chief Inspector General

### **The Role of the Commission**

The Commissioners set forth all policies and procedures for the accreditation process. They are responsible for the direction and operation of the Florida Accreditation Office (FAO).

The Commission holds three meetings annually for reviewing agencies for accreditation or reaccreditation. Assessors play a key role in this review process by serving as representatives of the Commissions. Commissioners determine an agency's accredited status based on the information provided by the assessment team. The Commissions hear all appeals and are responsible for resolving any conflicts that cannot be resolved during the assessment.

### **The Philosophy of the Commission**

The Florida accreditation process is designed to reflect best practices in the areas of law enforcement, inspectors general, corrections and pretrial management, administration, operations, and support services. The Commission expects agencies to maintain compliance and presumes agencies operate in compliance with their established directives.

### **Commission Staff**

The Florida Department of Law Enforcement (FDLE) provides funding for positions in an effort to support the Commissions and agencies going through the accreditation process. In conjunction with the FDLE, the CFA and the FCAC appoint the Executive Director, who manages the FAO staff and the accreditation programs.

The Executive Director and staff have the responsibility and authority to carry out all policies, procedures, and activities of the Commissions and their committees. This

includes supporting agencies working toward accreditation or reaccreditation, overseeing the assessment process, coordinating Commission meetings and review, and handling all business matters and daily operations.

The FAO serves as the Commissions' information and materials resource center. Training classes are regularly held for accreditation managers and new assessors. Specialized training is also offered during each accreditation conference.

## **PROGRAM OVERVIEW**

The Commission currently offers two ways for a law enforcement agency to become state accredited: full compliance or participation in the CFA Core Competencies program. Agencies addressing all applicable state standards will be candidates for full compliance accreditation. Agencies currently accredited through the Commission for Accreditation of Law Enforcement Agencies (CALEA) Advanced Law Enforcement accreditation may participate in the CFA Core Competencies program.

## **INITIAL ACCREDITATION**

Agencies begin the accreditation process with an application. Once the application is completed and submitted to the Commission for review to determine eligibility, an agreement and invoice are sent to the applicant agency. The formal accreditation process begins when the agency executes this agreement, which specifies the obligations of the agency and the Commission. The agency has 24 months to complete the self-assessment phase from the date the executive director signs the accreditation agreement.

## **REACCREDITATION**

Initial accreditation is valid for three years and annual reports must be submitted by January 31<sup>st</sup> of each year. The accreditation manager should continue to evaluate the agency's progress toward meeting accreditation standards by monitoring changes to the written directive system and how they affect agency compliance.

Proofs for a reaccreditation are required to show compliance from assessment to assessment. The Commission review for reaccreditation will occur on or about the agency's anniversary date.

# THE STANDARDS

## Scope

The Commission expects accredited agencies to maintain compliance and live by the letter and spirit of the standards. The Commission presumes agencies operate in compliance with their written directives. The agency must consider its mission, its legally mandated responsibilities, and the demands of its service community when determining which standards are applicable and how to comply with applicable standards. The standards provide a description of “what” must be accomplished by the applicant agency. The agency has wide latitude in determining “how” to achieve compliance.

## Composition

Each chapter begins with an “Introduction”, which provides important guidance to an agency regarding the subject area, its applicability, or related standards.

Each standard is composed of the standard statement and at least one proof of compliance. The standard statement is a declarative sentence that places a requirement on the agency. Many standards require the development and implementation of directives. Other standards require an activity, a report, an inspection, equipment, or other action that may be observed. The standard statement is binding on the agency.

Proofs of compliance are the recommended means for the agency to demonstrate compliance with standards. The proofs are included to help the Accreditation Manager and others involved in the process to understand the type and sufficiency of proofs necessary to demonstrate compliance.

## Applicability

Standards may or may not be applicable depending upon the functions performed by the agency. Assessors must review all standards to identify those not applicable by function. For example, if an agency does not perform the court security function, then the chapter dealing with court security becomes not applicable (N/A). However, simply because an agency may not perform the function, the standard may still apply. For example, standards in the communication chapter of the CFA standards manual would need to be addressed even if the agency does not perform these functions internally. Standards are considered applicable if the function is an integral element for improving the delivery of services or professional management of an agency. Standards beginning with an “if” statement indicates a conditional requirement. If the condition pertains to a function not applying to the agency, the standard becomes N/A. Assessors will verify that functions are not applicable during the assessment. The Commission reserves the right to require compliance with any standard.

Standards that are mandatory address life, health, and safety issues; legal matters; or essential law enforcement requirements. These standards have a letter “M” placed immediately following the standard number. The agency is required to meet all of these standards unless a standard does not apply to the agency’s function.

If an agency is prevented from complying with an applicable mandatory standard due to circumstances beyond its control, such as labor contracts, court decrees, it may ask the Commission to waive the obligation to comply. The agency must make the request in writing during the self-assessment phase. Assessors will verify waiver conditions during the assessment and complete the form. The Commission will make a final determination during the agency's review.

All remaining standards are non-mandatory and address good business practices. Law enforcement agencies may select any of these standards to satisfy accreditation requirements, but must comply with at least 80 percent of the applicable non-mandatory standards.

## **Proofs of Compliance**

A standard is in compliance when the proofs demonstrate an agency has met all of the standard requirements to include interviews, observations and time-sensitive requirements.

### **Elements of a File**

- Written directives
  - Policy/procedure
  - Plan
  - Rule
  - General/special order
  - State law or local ordinance
  - Collective bargaining agreement
- Supporting documentation (other than written directives)
  - Memoranda
  - Computer printouts
  - Job description/JTAs
  - Letters from citizens
  - Logs/rosters/evaluations
  - Budget documents
  - Instructional materials
  - Police reports
  - Incident reports
- Observations/Interviews
  - Activities
  - Equipment
  - Security
  - Facility
  - Policies
  - Procedures

Agencies have one year from the published date of the standards manual to comply with newly issued standards, or as directed by the Commission or Florida Statutes. Agencies must notify their FAO Program Manager regarding which edition and change notices apply prior to conduct of the assessment. Assessors will verify agencies are following the appropriate standards manual.

### **New or Amended Standards**

Unless otherwise directed by the Commission, new or amended standards are effective upon publication. Agencies seeking initial accreditation, reaccreditation, or having already achieved accreditation or reaccreditation must demonstrate compliance with new or amended standards at their first assessments following the publication dates of those standards. However, if those assessments occur within one year after publication of new or amended standards, agencies may delay compliance for up to one year after the enactment dates of those standards.



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# CHAPTER 1

## Organization

This chapter deals with the organizational structure of law enforcement agencies. Standards call for a clear description of the agency's structure with clear lines of authority and accountability. The chain of command should be defined.

This chapter is not meant to be limiting. It encourages flexibility of organizational structure based upon agency needs.

### 1.01

The agency has distributed or posted a current organizational chart, having routine updates as organizational changes occur.

#### I. Bullets

#### II. Proofs of Compliance

- Current organizational chart(s) showing *components/functions*. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documented distribution of charts or observation of posted charts (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Observations.

#### III. Required References

#### IV. Assessor Guidelines

If the system is electronic, assessors will observe elements of the standard within the system and no written documentation is required.

#### V. Accreditation Manager Notes

For reaccreditation, need 1 each year only if there have been organizational changes.

**1.02M**

A written directive requires that each member be accountable to only one supervisor at any given time.

**I. Bullets****II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**1.03M – Deleted (June 2021)**

#### **1.04**

If the agency has a strategic plan, it will include:

##### **I. Bullets**

- A. Goals and objectives;
- B. A process for measuring achievement of goals; and
- C. Provisions for a documented annual review.

##### **II. Proofs of Compliance**

- Strategic Plan (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation demonstrating review. (Qty Initial: 1) (Qty Reaccred: 1 each year)

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

**1.05M – Deleted (October 2021)**



## **1.06**

A written directive establishes a public information *function*, to include:

### **I. Bullets**

- A. Persons authorized to release information;
- B. Assisting the media in covering news stories and at crime scenes, including access restrictions;
- C. Being available for on-call responses to the news media;
- D. Preparing and distributing agency media releases, including use of social media;
- E. Arranging for, and assisting at news conferences;
- F. Coordinating and authorizing the release of information about victims, witnesses, and suspects; and
- G. Coordinating and authorizing the release of information concerning confidential investigations and operations in accordance with state statutes.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Agency news release. (Qty Initial: 1) (Qty Reaccred: 1)
- Job description or job task analysis (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

Florida Statute Chapter 119

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

### **1.07M**

A written directive establishes guidelines for the release of information related to ongoing investigations, to include:

#### **I. Bullets**

- A. The prior criminal record, character, or reputation of the accused;
- B. Photographs of accused;
- C. The existence of any confession, admission of guilt, or statements or refusal of statements made by the accused;
- D. The results of any examinations or tests of the accused;
- E. The identity, testimony, or credibility of prospective witnesses;
- F. Opinions of agency members regarding the guilt or innocence of the accused or merits of the case;
- G. Personal information identifying the victim;
- H. Information pertaining to juveniles;
- I. Releasing information when other public service agencies are involved in a mutual effort; and
- J. When the accused is an agency member.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

#### **III. Required References**

Florida Statutes Chapter 119  
Marcy's Law, Fla. Constitution, Art I, Section 16(b)(5)

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

## **CHAPTER 2**

### **Authority**

This chapter relates to defining the boundaries of power and discretion given to members, including off-duty and extra-duty employment.

#### **2.01M**

A written directive addresses strip and body cavity searches that complies with Florida Statute and includes reporting requirements.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Written authorization of the supervising officer on duty. (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

Florida Statute 901.211

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

## **2.02**

A written directive provides guidelines for using alternatives to arrest.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation verifying the use of alternatives to arrest. (Qty Initial: 3 examples of different alternatives) (Qty Reaccred: 3 examples of different alternatives)
- Interviews.

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Notice to Appear, Marchman Act, Baker Act, UTC, warning citations, dispute referrals, etc. Files need only prove compliance for adults.

### **2.03M**

A written directive requires *members* to obey any lawful order of a superior, including any order relayed to the *member* by another *member*.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

## **2.04M**

A written directive describes *procedures* a *member* must follow when receiving conflicting orders or unlawful orders from supervisors.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**



## **2.05M**

All *sworn members* have access to current laws and legal guidelines.

### **I. Bullets**

### **II. Proofs of Compliance**

- Interviews

### **III. Required References**

Florida Statutes

Legal bulletins

Training bulletins

### **IV. Assessor Guidelines**

Confirm availability of laws and legal guidelines by interviewing officers and observing available resources.

### **V. Accreditation Manager Notes**

## **2.06M**

A written directive prohibits *biased policing* in accordance with Florida Statutes and includes the following provisions:

### **I. Bullets**

- A. Training agency enforcement personnel in fair and impartial policing including legal aspects; in accordance with Florida Statutes;
- B. Corrective measures if biased policing occurs;
- C. Definition of biased policing;
- D. Community education and awareness efforts;
- E. A documented annual administrative review of traffic stop procedures related to fair and impartial policing; and
- F. Handling of complaints from the public.

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Training documentation in accordance with Florida Statutes. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of corrective measures taken. (Qty Initial: 1) (Qty Reaccred: 1)
- Sample of community education and awareness efforts. (Qty Initial: 1) (Qty Reaccred: 1)
- Annual administrative review documentation. (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

Florida Statutes 30.15 or 166.0493; 943.1716 and 943.1758

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

**2.07M**

A written directive describes the circumstances under which a member may be relieved from duty.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **2.08M**

A written directive describes the *part-time sworn* and *auxiliary member* programs and states the authority and latitude given such members by the agency.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

CJSTC Rule 11B-35.003

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **2.09M**

A written directive describes volunteer programs and defines the *authority* and *latitude* given such members by the agency.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

### **IV. Assessor Guidelines**

Interview volunteer coordinator

### **V. Accreditation Manager Notes**

## **2.10**

A written directive regulates the types of *off-duty employment* in which agency members may or may not engage.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

Florida Statutes 30.2905, 561.25, 648.44.

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**



## **2.11M**

If the agency allows its sworn members to engage in *extra-duty employment*, a written directive addresses:

### **I. Bullets**

- A. Agency authorization for members;
- B. Behavior and activities of members; and
- C. The initial approval and revocation process of each extra-duty employer.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Extra-duty employer approval and revocation process documentation. (Qty Initial: 1 each) (Qty Reaccred: 1 each year)
- Interviews.

### **III. Required References**

Florida Statute 30.2905

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **CHAPTER 3**

### **Written Directive System**

This chapter requires policies, procedures, regulations, and practices to be specified in writing and available to all members. A standardized format for written directives allow for greater understanding. Input from all levels in developing written directives is encouraged and executive staff approval required. Review and updating of policies is required to keep written procedures current with practices.

#### **3.01M**

The agency has a written directive system which includes:

##### **I. Bullets**

- A. A description of the format for each type of directive;
- B. Procedures for numbering and revising directives, as appropriate;
- C. A system for keeping the directives current;
- D. Procedures for review and/or approval of proposed policies, procedures, and rules and regulations prior to their promulgation;
- E. Identification of individuals or positions within the agency having authority to issue written directives;
- F. Procedures for dissemination and receipt of new and revised directives within a specified timeframe; and
- G. Procedures for storing and archiving directives.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of each type of written directives
- Proof of review and/or approval process. (Qty Initial: 1 each type) (Qty Reaccred: 1 each type)
- Proof of receipt of written directives. (Qty Initial: 1 each type) (Qty Reaccred: 1 each type)
- Interview agency members

##### **III. Required References**

##### **IV. Assessor Guidelines**

Applies to formal directives, but may not be necessary for informal communications, such as memoranda or interoffice mails.

Assessors should review additional examples. Assessors should be aware that staff approval prior to promulgation may not be an option with smaller agencies.

## **V. Accreditation Manager Notes**

If the agency uses an electronic policy tracking system, compliance may be proven through observation only.

### **3.02M**

The agency electronically submits an annual accreditation report to the Commission to report compliance efforts by January 31 each year.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Annual Reports (Qty Initial: N/A) (Qty Reaccred: 1 each year)
- Documentation verifying submission of annual reports (Qty Initial: N/A) (Qty Reaccred: 1 each year)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

The annual report form, available on the Florida Accreditation website, is required for each calendar year, January 1 – December 31.

## **CHAPTER 4**

### **Use of Force**

Standards in this chapter require that written policies specify when and to what degree lethal and less-lethal force can be used. These standards are predicated on routine, day-to-day operational procedures in the law enforcement profession. They are not intended to restrict members from defending themselves or others from death and/or serious injury as exigent circumstances may dictate. Agencies must describe the weapons that may be used and provide training in use of force policies for officers.

**4.01M**

A written directive establishes the agency's use of force policy which must follow applicable law and specifies that members will use only the force necessary to effect lawful objectives. The use of force policy must:

**I. Bullets**

- A. Prohibit vascular neck restraints except when deadly force is authorized as defined by the agency;
- B. Require de-escalation techniques whenever possible;
- C. Address verbal warnings before shooting where appropriate; and
- D. Address an officer's duty to intervene to prevent or stop another officer's use of excessive force.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References**

Florida Statute 776.05  
Florida Statute 943.1735

**IV. Assessor Guidelines****V. Accreditation Manager Notes**



#### **4.02M**

A written directive addresses use of force training to include the following:

##### **I. Bullets**

- A. Members receive copies of and are instructed in the agency's use of force policy before they are authorized to carry lethal or less-lethal weapons.
- B. Annual refresher training to include agency use of force policy and at least one mandatory training topic on use of force as required by CJSTC.

##### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Receipt of use of force policy prior to authorization/ assignment. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Documentation of training prior to authorization/assignment. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Proof of annual refresher training for use of force policy (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Proof of annual refresher training for required use of force training topic, at least one topic each year (Qty Initial: 3) (Qty Reaccred: 1 each year, different topic each year)
- Interviews

##### **III. Required References**

CJSTC Rule 11B-27.00212

##### **IV. Assessor Guidelines**

Assessor should review documentation and interview both sworn and non-sworn members

##### **V. Accreditation Manager Notes**

Annual Training must include topics as defined by CJSTC. Topics include Scenario-based Firearms Training, Physiological Response Dynamics Training, Less-lethal force options available within the agency, Agency policies on Use-of Force training and Legal aspects regarding Use-of-Force training. The agency is not required to train on all topics every year, but is required to complete training on all topics every four years to maintain officer certification.

#### **4.03M**

A written directive requires successful completion of the Florida Basic Recruit Training Program, or its equivalent, prior to assignment in any capacity in which a sworn member is allowed to carry a firearm or is in any position to make an arrest.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation showing members' completion of minimum state certification program prior to assignment. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- TEA and FTO assignment documentation, if applicable. (Qty Initial: 3) (Qty Reaccred: 3)

#### **III. Required References**

CJSTC Rule 11B-27.00213

#### **IV. Assessor Guidelines**

Sworn members participating in a formal field training program under a Temporary Employment Authorization (TEA) are exempt from this requirement provided they are in compliance with CJSTC Rule 11B-27.00213.

#### **V. Accreditation Manager Notes**

#### **4.04M**

A written directive states the agency's policy concerning the firing of warning shots.

##### **I. Bullets**

##### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

## **4.05M**

A written directive addresses the use of agency approved firearms for sworn members and applicable civilian members to include:

### **I. Bullets**

- A. On duty use; and
- B. Off duty use.
- C. Proven proficiency prior to carrying for newly hired sworn and applicable civilian members.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation showing proficiency for firearms for newly hired sworn members and applicable civilian members (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Bullet A and B apply to all members who are authorized to carry firearms

Agency approved firearms include those that are personally owned.

## **4.06M**

A written directive addresses the use of agency approved less-lethal weapons for sworn members and applicable civilian members to include:

### **I. Bullets**

- A. On-duty use;
- B. Off-duty use; and
- C. Biennial less-lethal weapon training (for weapons other than the dart-firing stun gun).
- D. Proven proficiency prior to carrying for newly hired sworn members and applicable civilian members.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation showing proficiency with each type of less-lethal weapon carried (Qty Initial: 3) (Qty Reaccred: 1 each year, different type each year)
- Documentation showing proficiency for less-lethal weapons for newly hired sworn members and applicable civilian members (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews

### **III. Required References**

CJSTC Rule 11B-27.00212

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Bullet A, B, and C apply to all members who are authorized to carry less-lethal weapons

Some approved weapons may not have proficiency test results.

#### **4.07M**

A written directive requires a written report be submitted and a documented review conducted by a defined level of authority whenever a member:

##### **I. Bullets**

- A. Discharges a firearm, for other than training or recreational purposes;
- B. Applies force through the use of lethal or less-lethal weapons;
- C. Applies weaponless physical force at a level as defined by the agency.

##### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Completed agency “use of force” reports, e.g., unintentional discharge report, firearm use reports, shooting incident report, restraint report, etc. (Qty Initial: 1 each bullet) (Qty Reaccred: 1 each bullet)
- Documented review with level of authority noted. (Qty Initial: 1) (Qty Reaccred: 1 each bullet)
- Interviews.

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

#### **4.08M**

A written directive specifies *procedures* for ensuring appropriate medical aid is provided after use of lethal or less-lethal weapons, or other use of force incidents as defined by the agency.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation demonstrating medical aid was provided. (Qty Initial: 1) (Qty Reaccred: 1 each year)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**



#### **4.09M**

The agency conducts an annual *administrative review* and analysis of those reports required when a member:

##### **I. Bullets**

- A. Discharges a firearm, for other than training or recreational purposes;
- B. Applies force through the use of lethal or less-lethal weapons;
- C. Applies weaponless physical force at a level as defined by the agency.

##### **II. Proofs of Compliance**

- Documented annual review with proof of analysis and outcomes. (Qty Initial: 1) (Qty Reaccred: 1 each year)

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

Outcomes are agency actions based on information from the annual review.

#### **4.10M**

A *written directive* prohibits the agency's use of *chokeholds* unless applied in a deadly force situation as defined by the agency.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

#### **III. Required References**

Florida Statute 943.1735

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

#### **4.11M**

The agency submits monthly use of force data to the Florida Department of Law Enforcement when a member uses force that results in:

##### **I. Bullets**

- A. Serious bodily injury;
- B. Death; or
- C. Discharging of a firearm at or in the direction of a person.

##### **II. Proofs of Compliance**

- Documented submissions of required reports. (Qty Initial: 2 consecutive months)  
(Qty Reaccred: 2 consecutive months each year)

##### **III. Required References**

Florida Statute 943.6872

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

Agencies are required to report even if there have been no such incidents of force used. This would be accomplished by submitting a Zero Report for a calendar month where no use of force incidents occurred.

## **4.12M**

A written directive addresses agency issued/authorized firearms, ammunition, and less-lethal weapons to include:

### **I. Bullets**

- A. A requirement for only agency approved ammunition to be used while on duty;
- B. Inspection, and approval of agency approved firearms by a qualified firearms instructor or armorer, prior to carrying;
- C. A process to approve personal firearms as authorized to carry, if applicable;
- D. A process to remove unsafe firearms;
- E. Maintaining a record on each firearm approved by the agency for official use;
- F. Maintaining a current list of each type of approved less-lethal weapon; and
- G. A requirement for a documented annual inspection of less-lethal weapons to ensure functionality and/or expiration dates are not exceeded.

### **II. Proofs of Compliance**

- Written Directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation demonstrating initial inspection and approval of firearms (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Request to carry a personal firearm, e.g., letter memo, etc., if applicable (Qty Initial: 3) (QTY Reaccred: 1 each year)
- Documentation demonstrating removal of unsafe firearms (Qty Initial: 3) (Qty Reaccred: 1 each year)
- List of authorized less-lethal weapons, both on and off duty (Qty Initial: 1) (Qty Reaccred: 1)
- Inspection documentation of less-lethal weapons to ensure functionality and/or expiration dates are not exceeded (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **CHAPTER 5**

### **Fiscal Activities**

This chapter pertains to an agency's fiscal procedures. Written directives describe the agency's accounting system, cash handling procedures, and inventory control process. Audits must be performed.

#### **5.01M**

The agency has an accounting system with real-time reporting, or provisions for monthly status reports showing:

#### **I. Bullets**

- A. Initial appropriation for each account;
- B. Expenditures and encumbrances made during the period; and
- C. The unencumbered balance.

#### **II. Proofs of Compliance**

- Budget documentation demonstrating compliance with elements of the standard. (Qty Initial: 2 consecutive months) (Qty Reaccred: 2 consecutive months for each year)

#### **III. Required References**

#### **IV. Assessor Guidelines**

If the system is electronic with real-time data, assessor will observe elements of the standard within the system and no written documentation is required.

#### **V. Accreditation Manager Notes**

## **5.02M**

A written directive governs the maintenance of all cash funds or accounts, excluding civil process and confidential funds, where agency personnel are permitted to receive, maintain, or disburse cash and includes procedures used for collecting, safeguarding, and disbursing cash to include:

### **I. Bullets**

- A. A balance sheet, ledger, or other system that identifies initial balance, credits (cash income received), debits (cash disbursed), and the balance on hand;
- B. Receipts or documentation for cash received;
- C. Authorization for cash disbursement, including CEO authorization for expenses in excess of a given amount;
- D. Records, documentation, or invoice requirements for cash expenditures;
- E. Persons or positions authorized to disburse or accept cash; and
- F. Quarterly accounting of agency cash activities.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Financial documentation addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

### **IV. Assessor Guidelines**

This standard does not apply to funds intended for agency member morale or welfare.

Confidential funds are addressed in Standard 5.05M.

### **V. Accreditation Manager Notes**

**5.03M - Deleted**



#### **5.04M**

A written directive describes the agency's inventory control system for agency property, equipment, and other assets.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Inventory lists (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Observation of property/identification methods.
- Forms tracking issue/reissue of agency owned equipment, property or other assets. (Qty Initial: 3) (Qty Reaccred: 1 each year)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

## **5.05M**

A written directive establishes an accounting system for confidential funds to include:

### **I. Bullets**

- A. Designation of one position responsible for the system;
- B. Procedures for member requests of funds;
- C. Submission of receipts after payment to include:
  - 1. Amount of payment,
  - 2. Member's name,
  - 3. Informant's name or identifier, if any,
  - 4. Purpose of the payment,
  - 5. Date, and
  - 6. Case number;
- D. Approval by the CEO or designee for payments in excess of a specified amount;
- E. A quarterly internal audit and report of expenditures to the CEO or designee; and
- F. Criteria for use of funds.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Funds requests, receipts or vouchers. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- CEO or designee approved payments. (Qty Initial:1 ) (Qty Reaccred: 1)
- Audit reports (Qty Initial: 2 consecutive quarters) (Qty Reaccred: 2 consecutive quarters for each year)
- Interviews

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **5.06M**

A written directive provides procedures for the receipt, disbursement, and quarterly *internal audits* of funds administered for the civil process *function*.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of receipts, disbursements, and audits. (Qty Initial: 3) (Qty Reaccred: 1 each for each year)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **CHAPTER 6**

### **Grievance Process**

This chapter applies to all agencies even if another governmental entity (e.g., city or county civil service board) is involved in the personnel process. The standards apply to all members whether or not covered by a collective bargaining agreement. A grievance procedure affords a member the opportunity to contest the directive or action in a formal manner. It also provides the employer an opportunity to clarify the directive or action, if necessary.

These standards do not apply to the agency's chief executive officer or members that serve at the pleasure of the CEO.

#### **6.01M**

*A written directive* describes the *agency's grievance* process, and includes:

#### **I. Bullets**

- A. Procedures for filing a grievance;
- B. Acknowledging the receipt of the grievance by noting the date and receiving agent;
- C. Formal written response requirements; and
- D. Identifying the remedy or adjustment, if any, to be made to resolve the grievance.

#### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

## **6.02**

A written directive identifies the agency *component* or *position* responsible for coordinating the *grievance* process.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Job description or JTA of the position. (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

### **6.03**

A written directive describes procedures for appealing decisions made in the *grievance* process.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- *Appeal process* documentation. (Qty Initial: 3) (Qty Reaccred: 1 each year)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

## **CHAPTER 7**

### **Conduct and Discipline**

This chapter applies to all agencies even if another governmental entity (e.g., city or county civil service board) is involved in the personnel process. The standards apply to all members whether or not covered by a collective bargaining agreement.

#### **7.01M**

A written directive requires all *members* to abide by a code or canon of ethics.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Code or canon of ethics. (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

Florida Statute 876.05

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**



**7.02M**

A written directive establishes a uniform system for counseling and disciplining employees.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of counseling. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of disciplinary actions (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

### **7.03**

A written directive defines the authority of each level of supervision relative to disciplinary actions.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews with supervisors

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

#### **7.04**

A written directive requires that the following information be provided in writing to the affected member when a misconduct investigation results in dismissal:

##### **I. Bullets**

- A. Reason;
- B. Effective date; and
- C. A statement outlining the employee's rights.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof that information is provided to affected members. (Qty Initial: 1) (Qty Reaccred: 1)

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

## **7.05**

A written directive describes procedures for the maintenance and secure storage of disciplinary records.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of records.

### **III. Required References**

GS1-SL Items #98, #206, #371

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **7.06**

A written directive describes procedures for appealing disciplinary actions.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of appeals. (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

**7.07M**

A written directive prohibits all forms of harassment in the workplace, regardless of the source, and provides means by which it can be reported and protocols for investigations.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **7.08M**

A *written directive* describes *policy* regarding campaigning, lobbying, and political practices. This *policy* conforms to governmental statutes and regulations.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

Florida Statutes 104.31, 112.313

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**



## CHAPTER 8

### Recruitment

This chapter applies to all agencies even if another governmental entity is involved in the recruiting process. Recruitment efforts to fill sworn vacancies should be directed towards the goal of racial, ethnic and gender diversity. This chapter applies to the recruitment of sworn personnel.

#### 8.01M

Individuals assigned to *recruitment activities* are trained in *equal employment opportunity*.

##### I. Bullets

##### II. Proofs of Compliance

- Documentation of training for members assigned to *recruitment activities*. (Qty Initial: 1) (Qty Reaccred: 1)

##### III. Required References

##### IV. Assessor Guidelines

Training of Personnel or Human Resource members may qualify to meet this standard.

##### V. Accreditation Manager Notes

Training should be for everyone involved in the recruiting function, including employees not assigned to the agency.

## **8.02**

The agency has a recruitment plan to develop racial, ethnic and gender diversity that includes the following:

### **I. Bullets**

- A. A statement of objectives;
- B. An action plan designed to achieve the objectives;
- C. Annual evaluation of progress towards objectives; and
- D. Updates or revisions as necessary.

### **II. Proofs of Compliance**

- Recruitment plan which addresses elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Annual evaluation of progress. (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

### **8.03**

The agency advertises as an equal opportunity employer on all *recruitment literature* and all employment applications.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Observation of recruitment literature, posters, websites, social media, and employment applications.

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

## CHAPTER 9

### Selection

This chapter applies to all agencies even if another governmental entity is involved in the selection process. This chapter applies to the selection of sworn personnel unless otherwise indicated. All agencies must comply with Criminal Justice Standards and Training Commission selection and background guidelines, but each is encouraged to develop procedures specific to their agency.

Selection standards must be job related, uniformly applied, and provide equal opportunity for all to compete.

#### 9.01

A written directive describes the *selection process* to include:

##### I. Bullets

- A. All elements are documented as job related and nondiscriminatory; and
- B. All elements are administered, scored, and interpreted in a uniform manner.

##### II. Proofs of Compliance

- Written directive addressing elements of the standard (civil service rules OR bargaining unit agreement, if applicable.) (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of private firm's *selection process*, if applicable. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation from human resources, or responsible entity, as being job related and nondiscriminatory. (Qty Initial: 1) (Qty Reaccred: 1)
- Operational elements of the selection process, e.g., time limits, oral instructions, practice problems, answer sheets and scoring formulas. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Interviews.

##### III. Required References

##### IV. Assessor Guidelines

Assessors will verify elements of the standard through interviews with Human Resources or responsible entity for validation process.

##### V. Accreditation Manager Notes

## **9.02M**

The agency conducts *psychological fitness examinations* for each sworn candidate prior to appointment to probationary status. Results are:

### **I. Bullets**

- A. Assessed by a licensed professional;
- B. Maintained in accordance with Florida Statute; and
- C. Stored in a secure manner.

### **II. Proofs of Compliance**

- Written documentation of tests used (Qty Initial: 1) (Qty Reaccred: 1)
- Professional license/certificate (Qty Initial: 1) (Qty Reaccred: 1)
- Completed CJSTC 77 form (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of secure files

### **III. Required References**

GS1-SL Item #24  
Florida Statute 119.071

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

### **9.03**

A written directive establishes a specified probationary period of not less than six months for new non-exempt employees.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of date of hire and completion of probationary period. (Qty Initial: 1 each type) (Qty Reaccred: 1 each type)

#### **III. Required References**

#### **IV. Assessor Guidelines**

This standard does not apply to volunteers.

#### **V. Accreditation Manager Notes**

Proofs are required for both civilian and sworn personnel.

#### **9.04**

If the agency administers a physical ability test for each candidate prior to appointment to probationary status, the test is job related and nondiscriminatory.

##### **I. Bullets**

##### **II. Proofs of Compliance**

- Documentation from human resources, or responsible entity, as being job related and nondiscriminatory. (Qty Initial: 1) (Qty Reaccred: 1)
- Physical ability requirements. (Qty Initial: 1) (Qty Reaccred: 1)

##### **III. Required References**

##### **IV. Assessor Guidelines**

Job task analyses or job descriptions may be used to prove job related tasks.

##### **V. Accreditation Manager Notes**



**9.05M**

A background investigation is conducted on civilian applicants hired by the agency. The investigation includes:

**I. Bullets**

- A. Warrants check;
- B. Fingerprints check;
- C. Local records check;
- D. Prior employment; and
- E. Criminal history.

**II. Proofs of Compliance**

- Completed background investigation. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **9.06M**

A written directive requires *selection criteria* for part-time *sworn members* are the same as full-time *sworn members*.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* (Qty Initial: 1) (Qty Reaccred: 1)
- Observe *selection criteria*.

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Compare full-time sworn against part-time sworn.

## **9.07**

A written directive describes the *selection criteria* for *auxiliary members*.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* (Qty Initial: 1) (Qty Reaccred: 1)
- Completed selection documentation. (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **CHAPTER 10**

### **Training**

Training is one of the most important responsibilities of any law enforcement agency. It contributes greatly toward the overall professionalism of the agency while the consequence for lack of training jeopardizes the credibility of the agency and exposes the agency to civil liability.

Agency training and program development should be the responsibility of a training component which develops and administers programs, and maintains records.

All part-time and full-time members will participate in required training.

#### **10.01**

A written directive establishes attendance requirements for training programs.

##### **I. Bullets**

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of member's attendance at training programs. (Qty Initial: 3) (Qty Reaccred: 1 each year)

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

Include samples for both sworn and non-sworn members.

**10.02M**

A written directive requires lesson plans for training courses administered by the agency and includes provisions for the following:

**I. Bullets**

- A. A statement of student performance objectives;
- B. Training content;
- C. Appropriate instructional techniques;
- D. Lesson plan format;
- E. Approval process; and
- F. Identification of test(s), if used.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Lesson plan addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1 each year, different lesson plan each year)
- Documentation of testing, if used. (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**10.03M**

New agency members receive an overview on the agency's accreditation standards and process.

**I. Bullets****II. Proofs of Compliance**

- Documentation verifying member overview (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

Include samples for both sworn and non-sworn members.

#### **10.04M**

A written directive establishes the agency's *remedial training* policy and includes the following:

##### **I. Bullets**

- A. Circumstances and criteria used to determine need;
- B. The types available;
- C. Timetables under which training is provided;
- D. The consequences of non-participation by affected members; and
- E. Procedures for those members who are unable to demonstrate proficiency with an authorized weapon prior to resuming official duties.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of *remedial training*, if any. (Qty Initial: 1 each type) (Qty Reaccred: 1 each year)

##### **III. Required References**

##### **IV. Assessor Guidelines**

Interview Range Master and Training Supervisor to ensure compliance with agency procedures. All remedial training must be addressed, including lethal and less-lethal weapons. Include civilian members authorized to carry weapons.

##### **V. Accreditation Manager Notes**



**10.05M**

The agency maintains complete training records for each member.

**I. Bullets****II. Proofs of Compliance**

- Observation of training records.

**III. Required References**

GS1-SL Items #19, #66, #162

GS2 Items #48, #105

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

**10.06M**

The agency maintains a record for each *in-service training* class, to include:

**I. Bullets**

- A. Course content;
- B. Names of participants;
- C. Performance of individual participants, if applicable; and
- D. The instructor(s)

**II. Proofs of Compliance**

- List of in-service training classes conducted. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Lesson plans. (Qty Initial: 1) (Qty Reaccred: 1)
- Observe in-service training class files.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **10.07M**

A written directive establishes a *field training program* as defined by the agency for sworn members, which includes:

### **I. Bullets**

- A. Qualifications for Field Training Officers;
- B. Training requirements for Field Training Officers;
- C. Supervision of Field Training Officers;
- D. Reporting responsibilities of Field Training Officers; and
- E. Guidelines for Field Training Officers' evaluation of recruits.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Certificate of training or program curriculum for training of FTOs. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation showing qualifications of FTOs. (Qty Initial: 3) (Qty Reaccred: 3)
- Documentation showing evaluation of recruits. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Agency training curriculum for recruit field training & evaluation program. (Qty Initial: 1) (Qty Reaccred: 1)
- Interview Field Training Officers and supervisors.

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

**10.08**

A written directive identifies the requisite skills, knowledge, abilities, and *criteria* of instructors in all agency operated training programs.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines**

This standard does not apply to volunteers.

**V. Accreditation Manager Notes**

## **10.09M**

Agency instructors teaching CJSTC *high liability topics* will meet CJSTC requirements for high liability instructors, except for completing the internship requirement and being affiliated with a *training school*.

### **I. Bullets**

### **II. Proofs of Compliance**

- Observe high liability instructors' ATMS records.

### **III. Required References**

CJSTC Guidelines Rule 11B-20

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Active certifications are not required for instructors teaching in-service courses. See 10.13M for instructors teaching other than CJSTC First Aid curriculum.

## **10.10M**

A written directive requires sworn members and applicable civilian members authorized to carry firearms receive in-service training which includes:

### **I. Bullets**

- A. Annual demonstration of proficiency with firearms authorized to carry; and
- B. Qualification as required by CJSTC.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation showing proficiency with on-duty firearms (Qty Initial: 3) (Qty Reaccred: 1 each year, different type each year)
- Documentation showing proficiency with personal firearms authorized to carry (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Completed CJSTC 86A form (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Interviews

### **III. Required References**

CJSTC Rule 11B-27.00212

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Proofs will show compliance for a variety of ranks.

Firearms authorized to carry include those that are personally owned.

Proficiency may be shown in various formats to include, but not limited to live fire of firearms, force on force marking cartridge systems, reality-based training scenarios, and physical manipulation of inert or training facsimiles of firearms authorized for the member to carry.

**10.11M**

A written directive identifies all sworn and non-sworn *positions* which require *specialized training*.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interview employees in positions which require specialized training.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**



## **10.12M**

A *written directive* requires newly promoted first line supervisors, prior to or within 12 months of promotion or appointment, to participate in a supervisory training program, as defined by the agency.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of training. (Qty Initial: 1) (Qty Reaccred: 3)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

### **10.13M**

A *written directive* requires all sworn members receive first aid refresher training, as defined by the agency, on a periodic basis.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of training (Qty Initial: 1) (Qty Reaccred: 3)
- Instructor qualifications (Qty Initial: 1) (Qty Reaccred: 3)
- Interview sworn members.

#### **III. Required References**

#### **IV. Assessor Guidelines**

Instructors will possess active CPR or First Aid Instructor Certification for the training curriculum defined by the agency.

#### **V. Accreditation Manager Notes**

## **10.14M**

A written directive requires *part-time sworn* and *auxiliary members* are restricted in their ability to perform law enforcement duties to only those areas for which they have received training.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* (Qty Initial: 1 each) (Qty Reaccred: 1 each)
- *Job descriptions*. (Qty Initial: 1 each) (Qty Reaccred: 1 each)
- Documentation of duty-related training. (Qty Initial: 3 each) (Qty Reaccred: 1 each year)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Proofs must confirm required training (FTO, in-service, etc.) for duties of both part-time and auxiliary officers.

## **10.15**

A written directive requires members who conduct background investigations are trained, as defined by the agency, in collecting required information.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of training for members assigned to conduct background investigations. (Qty Initial: 3) (Qty Reaccred: 3)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Training may be CJSTC, investigative, or other relevant training approved by the agency.

**10.16M**

A written directive requires all sworn members and others identified by the agency receive educational training, as defined by the agency, related to mental health awareness, prevention, mitigation, and treatment to include Post-Traumatic Stress Disorder.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty. Initial:1) (Qty Reaccred:1)
- Proof of training (Qty Initial: 1) (Qty Reaccred: 1)
- Interview members

**III. Required References**

Florida Statute 112.1815

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

This standard addresses agency members.

## **10.17M**

If the Sheriff chooses to establish a Guardian Program, a written directive addresses:

### **I. Bullets**

- A. Participation eligibility to include timely reporting to FDLE;
- B. Firearms safety and proficiency training;
- C. Defensive tactics training;
- D. Training in legal issues;
- E. De-escalation training;
- F. Ongoing training as defined by the agency;
- G. Training in active shooter or assailant scenarios as defined by the agency;
- H. Annual weapon and firearm inspection;
- I. Annual firearm qualification; and
- J. Quarterly reporting of scheduled guardian training to FDLE.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation participants have met eligibility requirements to be reported to FDLE within 30 days of issuance. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation participants have completed initial minimum training requirements. (Qty Initial: 1 each type) (Qty Reaccred: 1 each type)
- Documentation of ongoing training. (Qty Initial: 1 each type) (Qty Reaccred: 1 each type each year)
- Documentation of inspections. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of firearms qualifications. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of quarterly reporting to FDLE. (Qty Initial: 2 consecutive quarters) (Qty Reaccred: 2 consecutive quarters each year)
- Documentation of active shooter or assailant scenarios (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

### **III. Required References**

Florida Statute 30.15  
Florida Statute 790.06  
Florida Statute 1006.12

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Any information that would identify whether a particular individual has been appointed as a safe school officer pursuant to this section held by a law enforcement agency, school district, or charter school is exempt.



## **10.18**

A written directive requires newly appointed accreditation managers receive specialized accreditation manager training, as defined by the agency.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial:1) (Qty Reaccred:1)
- Documentation of training (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

### **IV. Assessor Guidelines**

Training is received prior to or no later than 12 months after appointment to an accreditation manager position.

### **V. Accreditation Manager Notes**

At a minimum, the training should include information on the essential components of the process, the standards manual, and file maintenance.

## **10.19M**

A written directive establishes procedures for sworn and applicable non-sworn personnel responding to an Active Assailant Event.

### **I. Bullets**

- A. Initial training, as defined by the agency, on response to active assailants; and
- B. Annual refresher training, as defined by the agency, on response to active assailants.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of initial training. (Qty Initial: 3) (Qty Reaccred: 1 each type, each year)
- Proof of annual training. (Qty Initial: 3) (Qty Reaccred: 1 each type, each year)
- Interviews

### **III. Required References**

Florida Statute 943.6873

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

**10.20M**

A written directive requires members authorized to carry dart-firing stun guns receive annual in-service training.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of dart-firing stun gun training in accordance with Florida Statute. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Interviews

**III. Required References**

CJSTC Rule 11B-27.00212  
Florida Statute 943.1717

**IV. Assessor Guidelines**

Remember to verify training for civilian members carrying dart-firing stun guns.

**V. Accreditation Manager Notes**

Proofs will show compliance for a variety of ranks.

## **CHAPTER 11**

### **Promotion**

The establishment of job related criteria and procedures for evaluating the performance potential of every member seeking promotion are viewed as necessary elements of the personnel system.

#### **11.01**

A written directive describes procedures used for the promotion process for sworn and non-sworn positions, which is job related and nondiscriminatory.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation from human resources, or responsible entity, as being job related and nondiscriminatory. (Qty Initial: 1 each) (Qty Reaccred: 1 each)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

Proofs should show compliance for both sworn and non-sworn positions.

## **11.02**

A written directive details the promotion process, which includes:

### **I. Bullets**

- A. A written announcement(s) of positions for which vacancies exist which includes eligibility requirements, dates, times, and locations of all elements of the process; and
- B. A description of the selection criteria.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Announcements addressing all elements of the standard (Qty Initial: 1 each) (Qty Reaccred: 1 each)

### **III. Required References**

### **IV. Assessor Guidelines**

It is not necessary for all information to be contained in a single document.

### **V. Accreditation Manager Notes**

Proofs must demonstrate compliance with each component of the promotional processes for both sworn and civilian personnel. Elements may be addressed on separate documents.

### **11.03**

If eligibility lists are used in the promotion process, a written directive establishes *criteria* and procedures for the development of the lists, to include:

#### **I. Bullets**

- A. Numerical weight, if any, assigned to each eligibility requirement;
- B. The system of ranking eligible members on the list;
- C. Duration of the list; and
- D. The system for selecting candidates from the list.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Eligibility list. (Qty Initial: 1) (Qty Reaccred: 3)
- Promotional announcement/personnel order. (Qty Initial: 1) (Qty Reaccred: 3)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

#### **11.04**

If not addressed by a collective bargaining agreement, a written directive describes procedures for the member's review and appeal of adverse decisions concerning eligibility for, or appointment to, promotional vacancies.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of appeals, if any. (Qty Initial: 1) (Qty Reaccred: 3)

#### **III. Required References**

#### **IV. Assessor Guidelines**

There are four elements to this standard: review and appeal of both eligibility and appointment decisions, unless limited by a collective bargaining agreement.

#### **V. Accreditation Manager Notes**

## **CHAPTER 12**

### **Performance Evaluations**

Performance evaluation is the measurement of the member's performance of assigned duties. A member's understanding of the duties and responsibilities of a position is essential and should be based on a written job task analysis (JTA) or job description, which are useful for evaluating employee performance.

The key to the successful operation of the agency's performance evaluation system is the chief executive officer (CEO). The CEO must monitor its function to ensure that it is fair and impartial and is achieving established objectives consistent with competent personnel management. These standards may be taken as Not Applicable.

#### **12.01**

A written directive describes the agency's performance evaluation system and includes:

##### **I. Bullets**

- A. Objectives of the system;
- B. Measurement definitions;
- C. Explanatory comments are required for unsatisfactory or outstanding performance;
- D. A requirement for evaluations for all members, with exceptions noted, to be conducted at least annually;
- E. Criteria used are based on the member's job description during that rating period;
- F. Rater training and responsibilities;
- G. The immediate supervisor rates the member;
- H. The completed evaluation is available to the member; and
- I. Procedures for contesting for permanent members.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Completed performance evaluations with explanatory comments. (Qty Initial: 1 each type) (Qty Reaccred: 1 each year, different member each year)
- Documentation of a contested evaluation. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of rater training. (Qty Initial: 1) (Qty Reaccred: 1 each year)

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

Include civilians, sworn or certified members, supervisors, and line personnel.



This standard does not apply to civilian volunteers.

For reaccreditation, need 1 rater training each year only if there have been new supervisors promoted or appointed.

## **12.02**

A written directive describes procedures for review of the completed performance evaluation and includes:

### **I. Bullets**

- A. An interview between the rater and the member;
- B. Provisions for written comments by the member; and
- C. The opportunity to acknowledge the completed performance evaluation indicating the member has read it.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Completed performance evaluation. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews of supervisors and members, both sworn and civilian

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

**12.03**

A written directive regulates the agency's use of performance evaluations' results.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **12.04**

A written directive requires a review is conducted with each member at the beginning of the rating period concerning the following:

### **I. Bullets**

- A. Task of the assigned position;
- B. Performance expectations; and
- C. Rating criteria.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.

### **III. Required References**

### **IV. Assessor Guidelines**

Interview employees to ensure supervisors conducted reviews.

### **V. Accreditation Manager Notes**

## **12.05**

A written directive requires that permanent members are given written notice of substandard performance prior to the end of the rating period.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Notification of substandard performance. (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

**12.06**

The work performance of each sworn probationary member is evaluated at least once during the probationary period, in writing, using job related measures and procedures.

**I. Bullets****II. Proofs of Compliance**

- Performance evaluations. (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines**

FTO program evaluations do not meet the intent of this standard. This standard applies to all newly hired or newly promoted sworn members, and excludes disciplinary probation.

**V. Accreditation Manager Notes**

## **12.07**

If the agency conducts exit interviews, a written directive describes the agency's exit interview process for employee separations. The exit interview will be:

### **I. Bullets**

- A. Completed by the end of or immediately following the employee's final day of employment; and
- B. Conducted by the chief executive or designee.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Proofs should reflect both civilian and sworn employees.

Does not need to include involuntary terminations or resignations in lieu of termination.

## **CHAPTER 13**

### **Position Classifications and Descriptions**

Job task analyses and job descriptions are necessary for developing and implementing recruitment strategies, validating hiring and promotion procedures, determining training requirements, and evaluating employee performance.

#### **13.01M**

A written directive describes volunteer members' duties and responsibilities and required training for any capacity in which they are utilized.

##### **I. Bullets**

##### **II. Proofs of Compliance**

- *Written directive* (Qty Initial: 1) (Qty Reaccred: 1)
- Orientation schedule, training *curriculum*/outline, or training records of *volunteers*. (Qty Initial: 3) (Qty Reaccred: 1 each year)

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

A job description may be used as a written directive for this standard.



### **13.02**

If the agency utilizes *job task analyses* for sworn classifications, a current written analysis is maintained and available for review by all members. The JTA will include:

#### **I. Bullets**

- A. Duties, responsibilities, and tasks for each position;
- B. Frequency with which every task is performed; and
- C. The minimum level of proficiency necessary in the job related skills, knowledge, and abilities.

#### **II. Proofs of Compliance**

- JTAs that include each element of the standard (Qty Initial: 1 each) (Qty Reaccred: 1 each)
- Documentation of availability to members. (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

JTA's for sworn ranks, i.e., officer, sergeant, lieutenant, captain, etc., should be available for assessor review.

**13.03M**

The agency maintains a job description for each full-time paid position.

**I. Bullets****II. Proofs of Compliance**

- Current job descriptions. (Qty Initial: 3) (Qty Reaccred: 3)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **CHAPTER 14**

### **Field Personnel**

This chapter relates to the operations of the agency's field personnel. Many standards in this chapter refer to all personnel in the field, others deal specifically with the patrol function. The standards define responsibilities for members and what actions are permissible by agency policy.

#### **14.01M**

A written directive stipulates that law enforcement response to emergencies be continuously available within the agency's jurisdiction.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Shift schedule showing continuous availability. (Qty Initial: 1) (Qty Reaccred: 1)
- Contract or mutual aid agreement with provider agency, if applicable. (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

This standard applies to the patrol function.

## **14.02**

A written directive governs the operation of each *special purpose vehicle* and includes the following:

### **I. Bullets**

- A. Authorization and limitations of use;
- B. Qualifications and training for authorized members;
- C. Designation of a person or position responsible for maintenance; and
- D. Equipment list.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of special purpose vehicles and equipment.
- Equipment lists. (Qty Initial: 1 list from 3 different vehicles) (Qty Reaccred: 1 list from 3 different vehicles)
- Documentation of training. (Qty Initial: 1 each) (Qty Reaccred: 1 each)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

This standard applies to all field personnel.

### **14.03**

A written directive describes the circumstances which require a supervisor at the scene to assume command.

#### **I. Bullets**

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

This standard applies to the patrol function.

**14.04M**

A written directive describes procedures for informing victims/witnesses of their rights in accordance with Florida Statute.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of approval of agency specific victim/witness rights document by the Office of the Governor. (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References**

Florida Statutes 960.001, 943.326

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

**14.05M**

A written directive governs pursuit of motor vehicles, to include:

**I. Bullets**

- A. Evaluation of the circumstances;
- B. Initiating member's responsibilities;
- C. Secondary unit's responsibilities;
- D. Roles and restrictions pertinent to marked, unmarked, or other types of police vehicle involvement;
- E. Dispatcher's responsibilities;
- F. Field supervisor's responsibilities;
- G. Forcible stopping;
- H. When to terminate;
- I. Interjurisdictional and intrajurisdictional pursuits;
- J. A procedure for reporting and a documented administrative review, and
- K. Initial training on agency policy.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Pursuit reports showing administrative review. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of initial training on agency policy. (Qty Initial:1) (Qty Reaccred: 1)
- Interviews.

**III. Required References**

Florida Statute 768.28

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

**14.06M**

A written directive establishes procedures for levels of response to calls for service.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

This standard applies to the patrol function.



**14.07M**

A written directive describes the proper use of the following equipment during emergency and non-emergency situations:

**I. Bullets**

- A. Emergency lights;
- B. Sirens;
- C. Hazard warning lights;
- D. Spotlights, if equipped; and
- E. Public address systems, if equipped.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.
- Observation of operational equipment.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

This standard applies to the patrol function.

## **14.08M**

A written directive requires each vehicle used for patrol or traffic enforcement to be equipped with:

### **I. Bullets**

- A. Operational emergency lights and siren;
- B. Properly charged fire extinguisher (except for patrol/traffic motorcycles);
- C. Operational flashlight;
- D. Medical equipment as defined by the agency and current supplies; and
- E. Personal protective equipment as defined by the agency.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of equipment.

### **III. Required References**

### **IV. Assessor Guidelines**

This standard applies to vehicles routinely used to perform patrol/traffic duties and does not apply to special purpose vehicles other than motorcycles.

If flashlights are individually issued, observe working flashlight in vehicle operator's possession.

### **V. Accreditation Manager Notes**

This standard applies to the patrol function.

**14.09M – Deleted (February 2022)**

**14.10M**

A written directive addresses body armor for sworn members, to include:

**I. Bullets**

- A. Being readily available while on duty;
- B. A requirement for body armor to be current; and
- C. A requirement for wearing during pre-planned, high-risk situations, as defined by the agency.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of issue. (Qty Initial: 3) (Qty Reaccred: 3)
- Observation of available body armor.

**III. Required References****IV. Assessor Guidelines**

For this standard, current refers to body armor with expiration dates that have not been exceeded.

**V. Accreditation Manager Notes**

#### **14.11M**

If an agency has K-9 teams, a written directive specifies the following:

##### **I. Bullets**

- A. Circumstances for use;
- B. Handler selection criteria;
- C. Duties and responsibilities;
- D. Certification
- E. Training requirements for the handler and the K-9; and
- F. Deployment documentation.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Certification documentation, if applicable. (Qty Initial: 1) ( Qty Reaccred: 1)
- Training documentation. (Qty Initial: 3) ( Qty Reaccred: 1 each year, different type each year)
- Deployment documentation. (Qty Initial: 3) ( Qty Reaccred: 1 each year, different type each year)
- Interviews with K-9 handler.

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

Provide training documentation and certification for K-9 and handler team.

**14.12M**

If the agency uses narcotics for K-9 training, a written directive establishes an accounting system to include:

**I. Bullets**

- A. Procedures for the issuance and disposition of narcotics used for K-9 training to include when packaging has been compromised;
- B. Security, storage, and accountability of issued training narcotics when not in use;
- C. A documented unannounced inventory of narcotics used for K-9 training is conducted as directed by the agency's CEO; and
- D. Follow-up investigative procedures for lost, missing, or stolen narcotics.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documented issuance/disposition of agency issued narcotics. (Qty Initial: 3) (Qty Reaccred: 3)
- Inventory documentation. (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines**

Inventory - The act or process of cataloging through a full or partial accounting, as defined by the agency, of the quantity of goods or materials on hand.

**V. Accreditation Manager Notes**

**14.13M**

If the agency has a marine enforcement function, a written directive provides guidelines for enforcement of boating regulations.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References**

Florida Statutes, Chapters 327 and 328

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

This standard applies to the patrol function.

**14.14M**

If the agency authorizes members to administer emergency opioid antagonist treatment for suspected opioid overdose, a written directive addresses:

**I. Bullets**

- A. Training;
- B. Member responsibilities;
- C. Criteria for use;
- D. Inspections to ensure expiration dates have not been exceeded;
- E. Documentation;
- F. Storage, as defined by the agency; and
- G. Restrictions.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of training. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of inspections. (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References**

Florida Statute 381.887

**IV. Assessor Guidelines****V. Accreditation Manager Notes**



**14.15M**

If the agency has a civilian rider or observer program, a written directive establishes procedures, to include:

**I. Bullets**

- A. Participation requirements;
- B. Approval process;
- C. Officer responsibilities;
- D. Supervisor responsibilities; and
- E. Limitations.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Approval documentation. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews with officers.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **CHAPTER 15**

### **Investigations**

Standards in this chapter relate to the investigative function as performed by both uniformed members and members specializing in investigations. The standards do not direct the agency's investigative functions in specific crimes, but identify some of the elements common to all investigations.

#### **15.01M**

A written directive establishes a system of case file maintenance for the criminal investigation component, to include:

##### **I. Bullets**

- A. Types of records to be maintained;
- B. Accessibility to the files; and
- C. Security of the files.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of files.

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

**15.02M**

Records relating to active vice and organized crime investigations are maintained separately and securely from the central records system.

**I. Bullets****II. Proofs of Compliance**

- Observation of files.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

### **15.03M**

A written directive establishes procedures for the recruitment, control, and use of confidential informants in accordance with Florida Statutes, and includes:

#### **I. Bullets**

- A. A master file of all confidential informants used by the agency;
- B. Content of the file to include an individual assessment of each prospective confidential informant;
- C. Maintenance and security of confidential informant files;
- D. Protection of the identity of the confidential informant;
- E. Criteria for paying confidential informants, if applicable;
- F. Precautions to be taken with confidential informants to include informants whose participation may make an investigation more susceptible to compromise through alleged improprieties;
- G. Special precautions to be taken with juvenile informants;
- H. Level of supervisory approval before a juvenile is used;
- I. Training of all personnel involved in the use or recruitment of confidential informants in the agency policy requirements and procedures;
- J. A documented annual review of agency practices to ensure conformity with agency policies, procedures, and Florida Statute; and
- K. Tracking procedures for the accessing of confidential informant files.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of master file, maintenance system, and file security (including electronic/computerized systems)
- Documentation of annual review. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of training. (Qty Initial: 3) (Qty Reaccred: 3)
- Observation of confidential informant access tracking.
- Interviews.

#### **III. Required References**

Guidelines for Florida State And Local Law Enforcement Agencies in Dealing With Confidential Informants

Florida Statute 914.28

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

Access tracking procedures for confidential files should include documentation of who accessed the records and the date the records were accessed.

**15.04 - Deleted**

## **15.05**

If technical aids for the detection of deception are used for any purpose, a written directive governs their use, and examiners must have a certificate of training.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Examiner's completed report. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Proof of training. (Qty Initial: 1 each) (Qty Reaccred: 1 each)

### **III. Required References**

### **IV. Assessor Guidelines**

Assessors will ensure certificates are on file for all examiners.

### **V. Accreditation Manager Notes**

## **15.06M**

A written directive establishes procedures for assuring compliance with constitutional requirements during criminal investigations to include interviews, interrogations, and access to counsel.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of written or electronic advisement. (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

### **IV. Assessor Guidelines**

If the agency uses digital technology (Interview Video Recordings, Body Cams, In-Car Video) to document compliance of constitutional requirements, observation of such advisement will satisfy the standard.

Compliance may also be achieved by documentation in the offense report of deliverance of constitutional requirements.

### **V. Accreditation Manager Notes**

**15.07**

A written directive establishes procedures to be followed when conducting field interviews, to include:

**I. Bullets**

- A. Identifying circumstances under which field interviews are appropriate;
- B. Documenting the contact; and
- C. Distributing the record.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of field interview. (Qty Initial: 3) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**



## **15.08M**

A written directive specifies procedures for search warrants, to include:

### **I. Bullets**

- A. Drafting the warrant;
- B. Approval process;
- C. Execution of warrant;
- D. Areas which may be searched;
- E. Inventory; and
- F. Return.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Executed search warrant including inventory and return. (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

Florida Statute Chapter 933

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **15.09M**

A written directive addresses how law enforcement personnel respond to reports of domestic violence. The directive will include:

### **I. Bullets**

- A. Initial response and entry to the scene;
- B. On-scene investigations;
- C. Arrests;
- D. Victim support services available;
- E. Follow-up investigation;
- F. Report writing and distribution in accordance with Florida Statute; and
- G. Domestic violence cases involving a sworn member.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation verifying reports are sent to the nearest domestic violence center within 24 hours after receipt by the records custodian (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews

### **III. Required References**

Florida Statutes 741.28 and 741.29

### **IV. Assessor Guidelines**

A report is required to be written regardless of whether or not an arrest is made.

### **V. Accreditation Manager Notes**

**15.10M**

A written directive addresses how law enforcement personnel respond to incidents of sexual violence. The directive will include:

**I. Bullets**

- A. Initial response, investigations and report writing;
- B. Obtaining medical/counseling assistance for victims;
- C. Providing immediate notice of legal rights and remedies available;
- D. Evidence collection/preservation; and
- E. Follow-up investigation and supplemental reports.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.

**III. Required References**

Florida Statute 794.052

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **15.11M**

If the agency conducts surveillance operations, undercover operations, decoy operations, or raids, the agency has a written directive which addresses the following:

### **I. Bullets**

- A. Level or authority that can approve an operation;
- B. Designating a single person to command the operation;
- C. Notifying the patrol supervisor responsible for the target area;
- D. Confirming target location;
- E. Identifying and making contact with suspects; and
- F. Documentation, as required by the agency.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.

### **III. Required References**

### **IV. Assessor Guidelines**

Surveillance in this standard is a pre-planned operation as part of a formal criminal investigation.

Agency is not compelled to notify, but must have parameters for when notification is required or not necessary. (Bullet C)

### **V. Accreditation Manager Notes**

## **15.12M**

A written directive establishes procedures to be used when investigating missing children and missing adult reports following the guidelines outlined in Florida Statutes. The policy must ensure that cases involving missing children and adults are investigated promptly using appropriate resources, and must include:

### **I. Bullets**

- A. Requirements for accepting missing child and missing adult reports;
- B. Requirement for entry into FCIC/NCIC within two hours of receipt of the report;
- C. Procedures for initiating, maintaining, closing, or referring a missing child or missing adult investigation;
- D. Standards for maintaining and clearing computer data of information concerning a missing child or missing adult which is stored in the FCIC and the NCIC, to include a monthly review of each case and a determination of whether the case should be maintained in the database;
- E. Requirement that when a person has been reported missing and has not been located within 30 days, the agency will request the family or next of kin to provide written consent to contact the dentist of the missing person and request that person's dental records for inclusion in the NCIC Dental File; and
- F. Requirement to attempt to obtain a biological specimen for DNA analysis if the missing person has not been located within 90 days.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.

### **III. Required References**

Florida Statutes 937.021, 937.0205, and 937.031

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

### **15.13M**

A written directive establishes procedures for conducting eyewitness identification to include the following:

#### **I. Bullets**

- A. The creation, composition, and utilization of the photo array or lineup;
- B. The requirement for the use of an independent administrator to conduct eyewitness identifications;
- C. The use of an alternative method as outlined in Florida Statute if an independent administrator is not available;
- D. Standard instructions to be given by the independent administrator to the witness prior to the photo array or lineup;
- E. Directions to the administrator conducting the photographic or live lineup that ensures a neutral administration;
- F. Method(s) of presenting the array or lineup;
- G. Documenting the procedure and outcome of the array or lineup;
- H. Documenting the witness' response and exact words;
- I. Written acknowledgement by the witness they received a copy of the lineup instructions; and
- J. Initial and periodic refresher training on the policy, of members involved in eyewitness identification efforts.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of witness acknowledgement. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of initial training. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of periodic refresher training (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.

#### **III. Required References**

Florida Statute 92.70

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

If an independent administrator is not available, an alternative method as identified by Florida Statute must be used.

Agency policy must specify how often the training shall occur.

## **15.14M**

A written directive establishes procedures for conducting showups as a type of eyewitness identification, to include the following:

### **I. Bullets**

- A. Circumstances when a showup may be conducted;
- B. Limitations to reduce the suggestiveness of a showup;
- C. Standard instructions to be used by the investigator conducting the showup to instruct the witness prior to the procedure;
- D. A direction to the investigator(s) conducting the showup to avoid any conduct that might directly or indirectly influence the witness' decision, and to avoid any comments or actions that suggest the witness did or did not identify the suspect when the showup is completed;
- E. Discerning the level of confidence in an identification as expressed by the witness; and
- F. Documenting the procedure and outcome of the showup, including noting the witness' response and exact words.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **15.15M**

A written directive provides guidelines when any member's action results in death or serious bodily injury, to include the following:

### **I. Bullets**

- A. A written report is submitted;
- B. A documented review is conducted by a defined level of authority; and
- C. The member is removed from job assignment until a preliminary administrative review, as defined by the agency, is conducted.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation removing a member from job assignment. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documented preliminary administrative review. (Qty Initial: 1) (Qty Reaccred: 1)
- Written reports. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Review verification with level of authority noted. (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

### **IV. Assessor Guidelines**

Standard applies to sworn and civilian members, both accidental and deliberate acts, while performing work related duties.

### **V. Accreditation Manager Notes**



## **15.16M**

A written directive describes procedures for registering *sexual predators* and community notification in accordance with Florida Statute.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation showing registration. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation showing community notification. (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

Florida Statute 775.21

### **IV. Assessor Guidelines**

Municipal agencies must have procedures to refer sexual predators to the appropriate registering agency. They must also provide for community notification.

### **V. Accreditation Manager Notes**

Municipal agencies may not N/A this standard.

**15.17M**

A written directive describes procedures for registering *sexual offenders* in accordance with Florida Statute.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation showing registration. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References**

Florida Statute 943.0435

**IV. Assessor Guidelines**

Municipal agencies must have procedures to refer sexual offenders to the appropriate registering agency. Municipal agencies may not N/A this standard.

**V. Accreditation Manager Notes**

## **15.18M**

A written directive addresses procedures to make a good faith effort to ensure a qualified professional, upon request and as defined in Florida Statute, is present at all interviews of an autistic individual, and includes initial and periodic training of affected agency members.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of initial training. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of periodic refresher training. (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

Florida Statute 943.0439

Florida Statute 943.1727

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Each agency must ensure that appropriate policies are developed and that training is provided to affected members based on those policies.

Periodic training will include instruction on the recognition of the symptoms and characteristics of an individual on the autism disorder spectrum and appropriate responses to an individual exhibiting such symptoms and characteristics.

**15.19M**

A written directive specifies procedures for the seizure and forfeiture of vessels, vehicles, aircraft, currency, or other personal property, or contraband articles.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of seizures (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **15.20M**

A written directive establishes procedures to be used for a Blue Alert when a law enforcement officer is killed, has suffered serious bodily injury, is missing while in the line of duty and the suspect is still at large, or there is an imminent and credible threat that an individual intends to cause the serious injury or death of a law enforcement officer.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **15.21M**

A written directive requires that investigations conducted when a law enforcement officer's use of force results in the death of any person or the intentional discharge of their firearm results in injury or death must be reviewed by an outside entity.

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

### **III. Required References**

Florida Statute 943.1740

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

The written directive must incorporate a requirement for the reviewing entity to complete an independent report. The independent report shall be submitted to the state attorney of the judicial circuit in which the use of force occurred.

## **CHAPTER 16**

### **Juveniles**

Standards in this chapter relate to the juvenile operations function. Agencies should make a firm commitment to develop and participate in programs designed to prevent juvenile delinquency. Activities of members responsible for the juvenile operations function should include such things as conducting follow-up investigations of cases involving offenders, processing arrests, operating out of the juvenile justice system, and designing and implementing programs intended to prevent delinquent and criminal behavior.

Agencies should establish guidelines and criteria for options for handling juveniles, to include: release of the offender with no further action, diversion to a social program, disposing of the case by the agency, or referring the youth to juvenile court.

#### **16.01M**

A written directive establishes procedures for juvenile offenders, to include:

##### **I. Bullets**

- A. Criteria governing the referral of juvenile offenders to intake; and
- B. Criteria and procedures for issuing written citations or summonses to juvenile offenders to appear at court in lieu of taking them into custody.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Completed arrest reports, citations, or summonses. (Qty Initial: 3) (Qty Reaccred: 1 each year)

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

**16.02M**

A written directive establishes procedures for processing juveniles, to include:

**I. Bullets**

- A. When the juvenile is alleged to have engaged in non-criminal behavior; and
- B. When the juvenile is alleged to have been harmed or to be in danger of harm.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**



### **16.03M**

A written directive establishes procedures for juveniles who have been taken into custody, to include:

#### **I. Bullets**

- A. Ensuring that the constitutional rights of juveniles are protected;
- B. Notification of parents or guardians;
- C. Submission of juvenile fingerprints according to Florida law;
- D. Taking juveniles to an intake facility or to the juvenile component promptly unless there is a need for emergency medical treatment; and
- E. Precautions to ensure no regular contact between adult and juvenile detainees.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of written or electronic advisement. (Qty Initial: 1) (Qty Reaccred: 1)
- Guardian notifications documentation. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of adult and juvenile separation.

#### **III. Required References**

Florida Statutes 985.101, 985.11, 985.115, 985.031

#### **IV. Assessor Guidelines**

Regular contact: sight and sound contact. Separation of children from adults shall permit no more than haphazard or accidental contact. (Bullet E)

If the agency uses digital technology (Interview Video Recordings, Body Cams, In-Car Video) to document compliance of constitutional requirements, observation of such advisement will satisfy the standard.

Compliance may also be achieved by documentation in the offense report of deliverance of constitutional requirements.

#### **V. Accreditation Manager Notes**

A child younger than 7 years of age may not be arrested, charged, or adjudicated delinquent for a delinquent act or violation of law based on an act occurring before he or she reaches 7 years of age, unless the violation of law is a forcible felony as defined in 776.08.

**16.04M**

A written directive establishes procedures for the custodial interview of juveniles, to include:

**I. Bullets**

- A. Conferring with parents or guardians;
- B. Limiting the duration of interviews; and
- C. Limiting the number of members who engage in the interview.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **CHAPTER 17**

### **Special Operations**

These standards relate to incidents that rise above the conventional operational or investigative response. Usually special operations encompass activities resulting from certain events, emergencies, or unexpected situations which may involve the use of special purpose vehicles, equipment, and specialized personnel. It also addresses situations of an emergency nature that result from disasters, civil disturbances, and civil defense emergencies.

Smaller agencies may not have special operations (or tactical) components. Regardless, these types of emergency situations arise in jurisdictions of any size and every agency may be the “first responder” even when another, larger agency may be called to assist or even resolve the incident. For this reason, every agency must have written plan(s) that outline the procedures for how the situations will be handled.

#### **17.01 M**

A written directive establishes an *Incident Command System* for operations management and addresses the following:

##### **I. Bullets**

- A. System activation criteria;
- B. Command protocol;
- C. Written procedures;
- D. Training, as defined by the agency, of affected personnel;
- E. Documented after-action report; and
- F. Documented periodic training or operational exercise.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty initial: 1) (Qty Reaccred: 1)
- Training documentation of affected personnel (Qty Initial: 1) (Qty Reaccred: 1)
- After action reports (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Periodic training/operational exercise documentation (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

ICS training received at the academy can be accepted for proof of Bullet D.

**17.02M - Deleted**

**17.03M**

A written directive addresses dignitary protection.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**17.04M**

If the agency has a tactical team, a written directive addresses the following:

**I. Bullets**

- A. Team member selection criteria;
- B. Specialized equipment;
- C. Quarterly team training;
- D. Call out criteria and notification procedures;
- E. Deployment procedures; and
- F. Duties and responsibilities.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of equipment.
- Proof of training. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **17.05M**

If the agency has hostage negotiators, a written directive provides for the following:

### **I. Bullets**

- A. Selection criteria;
- B. Specialized equipment;
- C. Training;
- D. Call out criteria and notification procedures;
- E. Deployment procedures; and
- F. Interaction between hostage negotiation and tactical personnel.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of equipment.
- Proof of training. (Qty Initial: 1 each) (Qty Reaccred: 1 each)

### **III. Required References**

### **IV. Assessor Guidelines**

For initial accreditation, proof of training refers to all negotiators. For reaccreditation, proof of training refers to new negotiators during the current reaccreditation cycle.

### **V. Accreditation Manager Notes**



**17.06M**

The agency has written procedures for handling a hostage/barricaded person situation which addresses the following:

**I. Bullets**

- A. Notification of appropriate personnel both inside and outside the agency;
- B. Communications with other agencies, to include requests for ambulance, rescue, and fire services;
- C. Establishment of perimeters;
- D. Evacuation of bystanders and injured persons;
- E. Establishment of a central command post; and
- F. After action report.

**II. Proofs of Compliance**

- Written procedures addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- After action report (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**17.07M**

The agency has written procedures for handling bomb related incidents and addresses the following:

**I. Bullets**

- A. Role of members in obtaining details from the bomb threat caller;
- B. Notification of appropriate personnel both inside and outside the agency;
- C. Establishment of a security perimeter;
- D. Organization of search teams and search procedures;
- E. Notification of the bomb disposal unit when a suspected device is located;
- F. General evacuation plan;
- G. Coordination with the fire department;
- H. Communications procedures; and
- I. Post explosion procedures.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**17.08M**

If the agency has a bomb squad, a written directive provides for the following:

**I. Bullets**

- A. Selection criteria;
- B. Specialized equipment;
- C. Training;
- D. Call out criteria and notification procedures;
- E. Deployment procedures; and
- F. Duties and responsibilities.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of equipment.
- Proof of training. (Qty Initial: 1 each) (Qty Reaccred: 1 each)

**III. Required References****IV. Assessor Guidelines**

For initial accreditation, proof of training refers to all bomb technicians. For reaccreditation, proof of training refers to new bomb technicians during the current reaccreditation cycle.

**V. Accreditation Manager Notes**

**17.09**

If the agency handles *special events*, the agency will have written procedures for the following:

**I. Bullets**

- A. Designation of a single person or position as the supervisor/coordinator for the coverage of a given event;
- B. Logistical requirements; and
- C. Coordination inside and outside the agency.

**II. Proofs of Compliance**

- Written procedures addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of special event operations. (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **CHAPTER 18**

### **Traffic Law Enforcement**

Traffic direction and control are undertaken by an agency's sworn and non-sworn members to guide and/or restrict the movement of pedestrians and motorists. This chapter governs traffic control, escorts, clothing worn by members who perform these *functions*, assistance and protection provided to highway users, procedures for reporting and correcting hazardous highway situations, and the towing of private vehicles. This chapter also establishes guidelines and procedures for traffic crash investigations.

This chapter addresses agency guidelines and procedures for handling all aspects of traffic enforcement and control.

#### **18.01**

A written directive describes procedures for traffic violations committed by:

##### **I. Bullets**

- A. Persons who are not residents of the service area;
- B. Juveniles; and
- C. Foreign diplomats or consular officials.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

##### **III. Required References**

US Department of State Publication 10969, "Consular Notification and Access"

US Department of State Publication "Diplomatic and Consular Immunity: Guidance for Law Enforcement and Judicial Authorities"

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

**18.02M**

A written directive provides guidelines for enforcement of traffic regulations, to include:

**I. Bullets**

- A. Criminal traffic violations;
- B. Moving violations;
- C. Nonmoving violations; and
- D. Commercial motor vehicle violations.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**18.03M**

A written directive specifies an agency's responsibilities involving any of the following traffic crash incidents:

**I. Bullets**

- A. Death or injury;
- B. Hit and run;
- C. Agency owned, rented, or leased vehicles;
- D. Impairment of an operator due to alcohol or drugs; and
- E. Hazardous materials.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **18.04M**

A written directive describes specific responsibilities of the first responding member at the scene of a crash, including:

### **I. Bullets**

- A. Administering emergency medical care and providing basic life support;
- B. Summoning ambulance and/or additional assistance (e.g., members, officers, rescue, tow truck, etc.);
- C. Protecting the crash scene;
- D. Preserving short-lived evidence;
- E. Establishing a safe traffic pattern around the scene;
- F. Locating witnesses and recording crash information;
- G. Expediting the removal of vehicles and debris from the roadway; and
- H. Hazardous material assessment.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard.(Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**



**18.05M**

A written directive states that a member responding to the scene of a crash will take precautions to protect the owner's property because the owner is unable to care for it. The directive will include procedures for inventory, removal, and storage of property.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**18.06 - Deleted**

**18.07**

A written directive establishes procedures for manual traffic direction.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**18.08M**

A written directive requires members to wear high visibility clothing while directing traffic.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Observation

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**18.09**

A written directive describes the routine and emergency circumstances when agency members may escort vehicles.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**18.10M**

A written directive describes the circumstances warranting the use of roadblocks and procedures for implementation.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

### **18.11M**

A written directive describes the agency's school crossing guard program to include:

#### **I. Bullets**

- A. Selection criteria;
- B. Authority and responsibilities;
- C. State certified training regardless of population and salary;
- D. Recertification/evaluation regardless of population and salary; and
- E. Uniform requirements.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Completed FDOT Performance Checklist/Observation form. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Observation of uniforms

#### **III. Required References**

Florida Department of Transportation Safety Office School Crossing Guard Training Guidelines

Florida Statutes 316.75

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

Guards must attend training annually and satisfactorily perform no less than two supervised shifts, which are documented on the performance checklist.

**18.12**

If the agency uses non-sworn members to conduct traffic direction and control, a written directive describes the following:

**I. Bullets**

- A. Authority and responsibilities; and
- B. Training.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty initial: 1) (Qty, Reaccred: 1)
- Training documentation (Qty initial: 3) (Qty Reaccred: 3)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

This standard does not apply to school crossing guards.



### **18.13M**

A written directive specifies the requirements and documentation for the towing of all vehicles and includes, at a minimum:

#### **I. Bullets**

- A. Time;
- B. Date;
- C. Location the vehicle was towed from;
- D. Requesting member;
- E. Reason for removal or tow;
- F. Towing service name;
- G. Location the vehicle was towed to;
- H. Notification (or attempts) to the registered owner;
- I. Inventory of contents;
- J. Placing and removal of holds; and
- K. Procedures to initiate entry and removal of FCIC entries, when appropriate.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Completed tow log. (Qty initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

A single document may be used to show compliance with all the elements of the standard.

## **CHAPTER 19**

### **Criminal Intelligence**

Criminal intelligence, which is the collection, processing, and dissemination of information relating to criminal activities, is used by all agencies. This varies widely among law enforcement jurisdictions, but typically includes organized crime, vice, illegal drug activity, terrorism, gang activity, and civil disorder. Intelligence should be a source of information for action by operational units.

The standards do not include the intelligence gathering activities associated with special events such as visits by dignitaries or sporting events. It is imperative to properly safeguard intelligence information and records in accordance with Florida Statutes and Code of Federal Regulations.

## **19.01M**

A written directive provides procedures for ensuring the legality and integrity of intelligence to include the following:

### **I. Bullets**

- A. Ensuring collected information is limited to criminal conduct and relates to activities that present a threat to the community;
- B. Describing the types or quality of information that may be collected and maintained;
- C. Using intelligence members, equipment, and techniques; and
- D. Purging information which is no longer active or accurate.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Records disposition document (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

### **III. Required References**

GS-2 Item #30  
GS-2 Item #199  
28 CFR 23

### **IV. Assessor Guidelines**

Criminal intelligence does not necessarily need to be stored in a database specifically designed as a criminal intelligence operating system. Historical information contained in spreadsheets, computer drives and other programs may no longer meet the definition of “Active Criminal Intelligence” under Section 119.071, FS and will therefore be subject to release as a public record. Additionally, once a record is no longer “active” it may be subject to purging requirements.

### **V. Accreditation Manager Notes**

**19.02M**

A written directive describes procedures for safeguarding intelligence information, to include:

**I. Bullets**

- A. Collation and analysis in a secure environment;
- B. Dissemination to internal components and other criminal justice agencies;
- C. Security measures to protect against unauthorized attempts to access, modify, remove, or destroy stored information, whether electronic or physical; and
- D. Secure storage in an area separate from the agency's central records function.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of security system.
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

If any intelligence information is stored electronically, measures must be in place to protect the information from agency members not involved in the intelligence function.

## **CHAPTER 20**

### **Misconduct Complaint Processing**

Every law enforcement agency will establish a system for the receipt, investigation, and determination of *complaints* received by the agency from any person. The level of the investigation is determined by the agency based on the seriousness of the *complaint*.

#### **20.01M**

A written directive establishes procedures for processing all *complaints* against the agency or its members, to include:

#### **I. Bullets**

- A. Types of complaints to be investigated by line supervisors;
- B. Types of complaints to be reviewed by the internal affairs function;
- C. Types of complaints that require investigating by the internal affairs function;
- D. Procedures for maintaining a record of complaints received by the agency in accordance with Florida Statutes;
- E. Maintaining the confidentiality of internal affairs investigations in accordance with Florida Statutes;
- F. Secure storage of internal affairs records;
- G. Provisions for releasing information at the conclusion of the investigation, upon request, and in conformance with the public records law; and
- H. Procedures for reporting of sustained cases involving moral character.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Complaint documentation. (Qty initial: 1 each type) (Qty Reaccred: 1 each type)
- CJSTC Form 78. (Qty initial: 1) (Qty Reaccred: 1 each year)
- Observation of secure storage.
- Interviews.

#### **III. Required References**

Florida Statutes 112.533, 119.07

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

Include one from bullet A, one from bullet B, and one from bullet C.

**20.02M**

A written directive requires when members are notified they are the subject of an *internal affairs investigation*, the agency issues written notification of the allegations and the member's rights and responsibilities relative to the investigation.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Documentation demonstrating written notification of the allegation issued to member. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation demonstrating issuance of employee's rights and responsibilities notification. (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**20.03**

A written directive specifies the conditions under which the following may be used in *internal affairs investigations*:

**I. Bullets**

- A. Medical or laboratory examinations;
- B. Photographs of members;
- C. Lineups;
- D. Financial disclosure statements; and
- E. Instruments for the detection of deception.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **20.04M**

A written directive requires that upon conclusion of an internal investigation, the complainant and the affected member receive written notification of the conclusion of fact.

### **I. Bullets**

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation demonstrating the various conclusions of fact. (Qty Initial: 1 each type) (Qty Reaccred: 1 each type)
- Documentation demonstrating written notification to member and complainant. (Qty Initial: 1 each) (Qty Reaccred: 1 each)

### **III. Required References**

### **IV. Assessor Guidelines**

This standard applies to formal *internal affairs investigations*.

### **V. Accreditation Manager Notes**

For this standard, Conclusion of Fact means final determination about allegations based on investigative activities which may include exonerated, sustained, not sustained, unfounded, and policy failure.



## **CHAPTER 21**

### **Prisoner/Detainee Transportation**

It is necessary to establish basic requirements with regard to transporting *prisoners/detainees* to ensure the safety and security of the public, *prisoners/detainees*, and members. These standards form guidelines for the normal day-to-day transport by law enforcement members. These standards do not apply to the transport of *prisoners/detainees* as part of the agency's correctional function.

#### **21.01M**

A written directive describes procedures for transporting *prisoners/detainees*, to include:

##### **I. Bullets**

- A. Prisoners/detainees of the opposite sex;
- B. Sick, disabled, or injured prisoners/detainees;
- C. Juvenile offenders; and
- D. Violent prisoners/detainees.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

##### **III. Required References**

Florida Statute 985.101

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

**21.02M**

A written directive requires that all *prisoners/detainees* are searched for weapons and contraband prior to transport.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines**

This requirement applies to all transports including transfers from other officers or agencies.

**V. Accreditation Manager Notes**

**21.03M**

A written directive requires the search of all vehicle prisoner compartments used for transporting *prisoners/detainees*.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**21.04M**

A written directive describes *restraining devices* and methods to be used during *prisoner/detainee* transports with exceptions noted.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**21.05**

A written directive describes circumstances under which the transporting officer can stop to respond to the need for law enforcement services while transporting a prisoner/detainee.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**21.06M**

A written directive describes procedures when an escape occurs during lawful custody within and outside the agency's jurisdiction, to include:

**I. Bullets**

- A. Persons to be notified;
- B. Reports to be prepared; and
- C. Actions to be taken.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Completed reports. (Qty: initial: 3) (Qty Reaccred: 3)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**21.07M**

A written directive describes security procedures when a *prisoner/detainee* is transported or admitted to a *medical care facility*.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**21.08M**

A written directive describes members' actions upon arrival at a facility, court, or other agency when delivering *prisoners/detainees*. The directive addresses the following:

**I. Bullets**

- A. Securing weapons;
- B. Removing restraining devices;
- C. Documentation delivered to the receiving entity;
- D. Documentation detailing the prisoner/detainee transfer; and
- E. Advising receiving agency personnel of any potential medical or security hazards.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Completed reports or activity logs with notations. (Qty initial: 3) (Qty Reaccred: 3)
- Prisoner/detainee transfer documentation. (Qty initial: 3) (Qty Reaccred: 3)
- Observation of method to secure weapons.
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**



## CHAPTER 22

### Holding Areas

Standards in this chapter apply to agencies operating short-term holding areas to maintain custody of prisoners/detainees. These areas are designed as temporary collection points prior to transport to a jail or medical facility and include courthouse areas used to temporarily hold prisoners awaiting court or anyone remanded into custody during court proceedings. If these holding areas are staffed by detention personnel, the standards do not apply. All agencies that operate a holding facility must comply with the standards in this chapter, if applicable.

#### 22.01M

*Holding areas* provide the following conditions for *prisoners/detainees*:

##### I. Bullets

- A. Adequate lighting;
- B. Circulation of fresh or purified air;
- C. Controls to reduce the possibility of invading a prisoner/detainees' privacy.

##### II. Proofs of Compliance

- Observation of *holding areas*.

##### III. Required References

##### IV. Assessor Guidelines

##### V. Accreditation Manager Notes

**22.02M – Deleted (June 2022)**

## **22.03M**

A written directive describes the operations of the *holding area* and addresses the following:

### **I. Bullets**

- A. Securing all weapons before entering, with exceptions specified;
- B. Conditions under which a member enters an occupied holding area;
- C. Securing holding area doors;
- D. Security checks for weapons, contraband, and damaged equipment prior to use;
- E. An alert system to a designated control point in the event of an emergency; and
- F. A security alarm system linked to a designated control point if a member is not equipped with alert or panic alarm systems, or a means of two-way communication.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Observation of secured weapon storage
- Observation of alert system
- Observation of security alarm system.

### **III. Required References**

### **IV. Assessor Guidelines**

Both lethal and less-lethal weapons must be addressed.

The intent of bullet E is to ensure prisoners have a method of reporting an emergency to agency personnel. The system is not required to be electronic.

### **V. Accreditation Manager Notes**

**22.04M**

A written directive requires procedures for processing *prisoners/detainees* to include:

**I. Bullets**

- A. The search of each prisoner/detainee prior to entering the holding area;
- B. An itemized inventory and secure storage of all property taken; and
- C. Release of personal property to a transporting officer, if other than the arresting officer.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Completed inventory form. (Qty initial: 3) (Qty Reaccred: 3)
- Observation of secure storage
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.05M**

A written directive requires agency staff be available to supervise *prisoners/detainees* on a continual basis and includes a documented physical check at least every 15 minutes for adult prisoners/detainees identified as being suicidal or a danger to themselves.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of physical observations (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Observation of holding area

**III. Required References****IV. Assessor Guidelines**

The requirement for documented physical observations does not apply during transport.

**V. Accreditation Manager Notes**

**22.06M**

If holding areas are equipped with video surveillance with the ability to observe *prisoners/detainees*, a written directive includes:

**I. Bullets**

- A. Controls to protect a prisoner/detainee's privacy; and
- B. Measures to ensure immediate intervention for prisoner/detainee emergencies.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Observation of electronic surveillance equipment.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.07M**

If males, females, and/or juveniles are required to be detained at the same time, detainees are separated in order to prevent *regular contact*.

**I. Bullets****II. Proofs of Compliance**

- Observation of *holding areas*.

**III. Required References**

Florida Statute 985.115

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.08M**

A written directive describes procedures to follow when a *prisoner/detainee* is in need of, or requests medical assistance.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**



**22.09M**

Procedures for gaining access to medical services are posted in areas used by *prisoners/detainees*, in the language(s) prevalent to the *service community*.

**I. Bullets****II. Proofs of Compliance**

- Observation of posted signs

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.10M**

A written directive describes procedures for handling and segregating *prisoners/detainees* who are self-destructive, violent, ill, injured, or under the influence of alcohol or drugs.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.11M**

A written directive describes procedures to be followed in the event of an escape to include:

**I. Bullets**

- A. Activating alarms;
- B. Persons to be notified;
- C. Assignment of available members;
- D. Mobilizing resources;
- E. Ending alert; and
- F. Reporting requirements.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Completed reports. (Qty Initial: 3) (Qty Reaccred: 3)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.12M**

Affected members receive training on the operation of the *holding area*, to include fire suppression techniques and use of fire suppression and safety equipment.

**I. Bullets****II. Proofs of Compliance**

- Documentation of training. (Qty Initial: 3) (Qty Reaccred: 3)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.13M**

A first aid kit containing current supplies is available in all holding areas. A documented monthly inspection is conducted and supplies are replenished as necessary.

**I. Bullets****II. Proofs of Compliance**

- Observation of first aid kit.
- Documentation of monthly inspection. (Qty Initial: 3) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.14M**

A written directive describes procedures for a group arrest that exceeds the maximum capacity of the holding area.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.15M**

If a prisoner/detainee is to be secured to an immovable object, it will be designed and intended for such use.

**I. Bullets****II. Proofs of Compliance**

- Observation.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**22.16M**

A written directive requires agency staff be available to supervise prisoners/detainees on a continual basis and includes physical observation and documented checks at least every 10 minutes for juveniles.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of physical observations (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Observation of holding area

**III. Required References**

Florida Statute 985.265

**IV. Assessor Guidelines**

The requirement for documented physical observations does not apply during transport.

**V. Accreditation Manager Notes**



**22.17M**

A written directive requires procedures for supervision of prisoners/detainees that are the opposite sex of the staff member providing supervision.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of holding area

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **CHAPTER 23**

### **Court Security**

These standards apply to those agencies responsible for the provision of security within a courtroom, or the interior or exterior courthouse facility. Standards address administration, operations, policy/procedure, security, and equipment.

#### **23.01M**

A written directive regulates courtroom and courthouse security, to include:

##### **I. Bullets**

- A. The agency's role and authority;
- B. Security of the courthouse;
- C. Hostage situation response;
- D. High-risk trials;
- E. Emergency procedures for fires, bombs, and disasters;
- F. Emergency medical procedures;
- G. Evacuation procedures; and
- H. Communications.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Observation of communications system.
- Observation of courthouse security.

##### **III. Required References**

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

## **23.02**

If policies prohibit weapons in areas of the courthouse, an area is provided for securing firearms and weapons.

### **I. Bullets**

### **II. Proofs of Compliance**

- Observation of secure area with limited access.

### **III. Required References**

### **IV. Assessor Guidelines**

Courthouse policy does not have to be in writing.

### **V. Accreditation Manager Notes**

**23.03**

A written directive addresses equipment used for court security to include availability, readiness, and secure storage.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Observation of availability, readiness, and secure storage.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**23.04M**

A written directive establishes procedures for restricting public contact with prisoners while in the courthouse.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of restricted public contact.
- Interviews.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**23.05M**

A written directive requires documented inspections of courtrooms for contraband prior to use.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Inspection documentation. (Qty Initial: 3) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**23.06M**

A written directive specifies procedures for the examination of articles brought into the courthouse.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Observation of process
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**23.07**

A written directive provides procedures for the control of electronic and manual keys to the courthouse and courtrooms.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of key control system.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**



**23.08**

Courtrooms are equipped with duress alarms that activate an immediate response.

**I. Bullets**

- A. Duress alarms are checked for operational readiness and documented each day a court is in session; and
- B. Courtrooms will be equipped with at least one form of external voice communications.

**II. Proofs of Compliance**

- Observation of duress alarms and external communications equipment.
- Documentation of daily checks for operational readiness. (Qty initial: 3), (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **CHAPTER 24**

### **Civil Process**

This chapter addresses civil process originating with the court and served or executed by members of Sheriff's Offices. These standards include proper documentation and property management. Standards 24.01M and 24.02M are applicable to municipal agencies that have been authorized by the Chief Judge of their circuit to serve domestic violence injunctions (FS 741.30). Standards 24.01M and 24.02M are applicable to University police departments that have been requested by the Sheriff of their county to serve domestic violence injunctions (FS 1012.97). Standard 24.06M must be addressed by all agencies as to the bullets that apply.

#### **24.01M**

A written directive provides procedures for the service or execution of civil process and includes:

##### **I. Bullets**

- A. The responsibilities relating to the methods of service and the actions required of the process server; and
- B. Each type of process and the identification of any unique requirements of a particular process.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Authorization from Chief Judge for municipal agencies. (Qty initial: 1) (Qty Reaccred: 1)
- Sheriff's request for University agencies. (Qty initial: 1) (Qty Reaccred: 1)

##### **III. Required References**

Florida Statutes 741.30, 1012.97, and Chapter 48

##### **IV. Assessor Guidelines**

##### **V. Accreditation Manager Notes**

**24.02M**

A written directive requires that the service, execution, and attempts to serve civil process are documented and include the following:

**I. Bullets**

- A. Date and time served or attempted;
- B. Name of server;
- C. Reason for non-service, if applicable;
- D. Method of service;
- E. Location of service or attempted service; and
- F. To whom the process was served or on whom executed.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Documentation showing elements of the standard. (Qty initial: 3) (Qty Reaccred: 1 each year)

**III. Required References**

Florida Statutes 741.30, 1012.97

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

**24.03 – Deleted**

**24.04 – Deleted**

**24.05 – Deleted**

## **24.06M**

A written directive establishes policies and procedures regarding the Florida Risk Protection Order Act, to include:

### **I. Bullets**

- A. Taking custody of firearms, ammunitions, and licenses;
- B. Storing firearms, ammunitions, and licenses;
- C. Returning firearms, ammunitions, and licenses;
- D. Service of risk protection orders;
- E. Notice requirements;
- F. Entry of risk protection order into FCIC/ NCIC; and
- G. Initial training, as defined by the agency, of affected agency members.

### **II. Proofs of Compliance**

- *Written directive* addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of receipt issued to respondent or responsible party identifying all firearms, quantity and type of ammunition, and license surrendered or seized (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of background check that respondent, or other authorized party, is eligible to own or possess firearms and ammunition prior to return (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Notice to family or household members of respondent prior to return of surrendered firearm and ammunition (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of initial training. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews

### **III. Required References**

Florida Statute 790.401

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

License refers to a Concealed Weapon or Firearm License issued by the Florida Department of Agriculture and Consumer Services.

This standard must be addressed by all agencies as to the bullets that apply.

## **CHAPTER 25**

### **Communications**

These standards address all communication centers which routinely receive and dispatch calls for service. The standards also apply to agencies which contract for dispatch services and agencies with shared communication responsibilities. If the communications function is provided by a non-accredited agency, shared, or multi-jurisdictional entity, the agency receiving services should rely on documents developed by the outside communications center to prove compliance and build files for standards in this chapter.

If the agency providing services is accredited with CFA, the agency receiving those services may prove compliance by showing the providing agency is currently accredited. If the agency providing services is already accredited with CALEA the agency receiving those services may prove compliance by showing the providing agency is currently accredited, with the exception of Standards 25.09M, bullet F, 25.13M, 25.14M, and 25.15M which are specific to Florida and will require proofs of compliance.

**25.01M**

A written directive addresses security of the Communication Center, to include:

**I. Bullets**

- A. Authorized personnel;
- B. Backup resources; and
- C. Antennas and power sources.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Observation of restricted access and security measures.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

A locked door is not required by this standard.

## **25.02**

A written directive establishes procedures for handling calls received through text telephone(s) (*TTY*) or Telecommunications Relay Services (*TRS*)

### **I. Bullets**

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Interviews.

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

## **25.03M**

A written directive requires the agency to maintain a continuous recording of radio transmissions and incoming and outgoing emergency telephone conversations and establishes procedures for:

### **I. Bullets**

- A. Maintaining the recordings for 30 days;
- B. Secure handling and storage for recordings;
- C. Criteria and procedures for reviewing recorded conversations.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Observation of continuous recording system, 30-day recordings, and secure storage.

### **III. Required References**

Florida Statute 934.03(2)(g)2  
GS1-SL #335

### **IV. Assessor Guidelines**

Be careful of direct connect phones in the communications center; ensure they are not being used for dispatching (unless center is equipped to automatically record direct connect communications) and would not present any situations when an unrecorded emergency telephone conversation might occur.

### **V. Accreditation Manager Notes**

The law does not in any way preclude dispatchers from calling numbers other than the incoming number when necessary to provide assistance or to send out police protection; the call simply may not be recorded without the consent of the person being called.



**25.04M**

The communications center has the ability to immediately playback radio and emergency telephone conversations.

**I. Bullets****II. Proofs of Compliance**

- Observation of playback function.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**25.05M**

A written directive establishes procedures for handling misdirected emergency calls, and hang up emergency calls.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**25.06M**

Communications personnel have immediate access to the following resources:

**I. Bullets**

- A. Officer in charge;
- B. Duty rosters;
- C. Telephone numbers of every member; and
- D. Maps of the agency's current service area.

**II. Proofs of Compliance**

- Observation of immediate access to elements of the standard.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**25.07M**

A written directive establishes procedures for contacting external services, to include:

**I. Bullets**

- A. Fire suppression equipment;
- B. Environmental and human services;
- C. Ambulances;
- D. Aircraft;
- E. Wreckers; and
- F. Other services which are not a component of the agency.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Interviews

**III. Required References****IV. Assessor Guidelines**

Other services may include animal control, hazardous material disposal, railroad company, traffic engineering, streetlights, other city or county services, etc.)

**V. Accreditation Manager Notes**

**25.08M - Deleted**

**25.09M**

A written directive establishes procedures for radio communications to and from field members, to include:

**I. Bullets**

- A. Specification of the circumstances requiring radio communications by members;
- B. Documenting initial status and any change in status;
- C. The methods used for identifying members during radio transmissions;
- D. Communication with interacting agencies;
- E. Criteria for the assignment of the number of members in response to an incident; and
- F. Guidelines for verifying member status after an established period of time has elapsed without contact.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- List of members' identification numbers. (Qty initial: 1) (Qty Reaccred: 1)
- Observation of member status system.

**III. Required References****IV. Assessor Guidelines**

Ensure guidelines are in place for the duration of the shift, to include "in-between" calls for service or other activity.

**V. Accreditation Manager Notes**

**25.10M**

The agency has an emergency power source to ensure continuity of service to the Communications Center. Documented testing occurs monthly or in conformance with manufacturer recommendations.

**I. Bullets****II. Proofs of Compliance**

- Observation of equipment
- Test log or self-test printout (Qty initial: 3) (Qty Reaccred: 1 each year)
- Manufacturer recommendations. (Qty initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines**

If logs or printouts are not possible, compliance may be proven through interviews.

**V. Accreditation Manager Notes**

**25.11M**

If the agency authorizes emergency first-aid instruction over the telephone or radio, employees are trained and have immediate access to approved emergency medical guidelines or materials.

**I. Bullets****II. Proofs of Compliance**

- Proof of training. (Qty initial: 3) (Qty Reaccred: 1 each year)
- Observation of emergency medical guidelines.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**



**25.12M**

A written directive establishes procedures for obtaining interpretation services for non-English speakers.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- Staff interviews.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**25.13M**

If the agency has a training program for 911 *Public Safety Telecommunicator* certification, a written directive requires:

**I. Bullets**

- A. Personnel providing training have been 911 Public Safety Telecommunicator certified by the Department of Health; and
- B. Curriculum has been approved by DOH.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty initial: 1) (Qty Reaccred: 1)
- DOH certification. (Qty initial: 1) (Qty Reaccred: 1)
- DOH approval of current curriculum. (Qty initial: 1) (Qty Reaccred: 1)
- Staff interviews.

**III. Required References**

Florida Statute 401.465

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

**25.14M**

All 911 Public Safety Telecommunicators are certified/recertified through the Department of Health.

**I. Bullets****II. Proofs of Compliance**

- 911 Public Safety Telecommunicators' certifications. (Qty Initial: 3) (Qty Reaccred: 3)

**III. Required References**

Florida Statute 401.465

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **25.15M**

A written directive addresses the certification of *911 Public Safety Telecommunicator* trainees, to include the following:

### **I. Bullets**

- A. Must complete an approved training program;
- B. Must work under the direct supervision of a certified 911 Public Safety Telecommunicator; and
- C. Must achieve certification within 12 months of assignment.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of trainee's successful completion of an approved training program (Qty Initial: 1) (Qty Reaccred: 3)
- Documentation of trainee's assignment to a certified 911 Public Safety Telecommunicator (Qty Initial: 3) (Qty Reaccred: 3)
- Documentation demonstrating the trainer is a certified 911 Public Safety Telecommunicator (Qty Initial: 3) (Qty Reaccred: 3)
- Documentation of trainee's 911 Public Safety Telecommunicator certification within 12 months of assignment (Qty Initial: 1) (Qty Reaccred: 3)

### **III. Required References**

Florida Statute 401.465

### **IV. Assessor Guidelines**

Trainees must work under the direct supervision of a 911 Public Safety Telecommunicator who is acting as that trainee's trainer.

### **V. Accreditation Manager Notes**

**25.16**

A written directive establishes procedures for obtaining the services of *qualified interpreter(s)* for the deaf and hearing impaired.

**I. Bullets****II. Proofs of Compliance**

- *Written directive* addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**25.17M**

The agency has 24-hour two-way radio capability providing continuous communication between a communications center and on-duty field personnel.

**I. Bullets****II. Proofs of Compliance**

- Observation of continuous communication system.
- Communications shift schedule showing 24-hour availability. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## CHAPTER 26

### Records

These standards address field reporting and the central records *function* to include computer systems and electronic records. The standards are principally concerned with the administration of the central records activities and do not address the secondary records activities attendant to other functions or components within the agency (such as training records, internal affairs records, etc.).

#### **26.01M**

A written directive establishes the central records *function* and procedures for:

#### **I. Bullets**

- A. Report accountability;
- B. Records maintenance; and
- C. Records retrieval.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of the central records system
- Interviews

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

**26.02M**

A written directive establishes procedures and authority for report distribution:

**I. Bullets**

- A. Within the agency;
- B. To organizations outside the agency; and
- C. When a public records request is received.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References**

Chapter 119 Florida Statutes

**IV. Assessor Guidelines****V. Accreditation Manager Notes**



**26.03M**

A written directive establishes measures to ensure the privacy and security of the central records area, to include:

**I. Bullets**

- A. Restricted access; and
- B. Restricted viewing of files and computer monitors.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of records area and related security.
- Interviews.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**26.04M**

If the agency uses a computerized central records system, a written directive establishes procedures for:

**I. Bullets**

- A. Safeguarding against unauthorized attempts to access, alter, remove, disclose or destroy stored information;
- B. Computer files maintenance, backup, and retention; and
- C. Removal of unauthorized personnel within a specified timeframe.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred:1)
- Observation of computer security system.
- Documentation of personnel removal. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**26.05 – Deleted (June 2021)**

**26.06M**

If an agency is responsible for maintaining a warrant and wanted persons file, a written directive establishes procedures, to include:

**I. Bullets**

- A. Criteria for entering information into state and federal information systems;
- B. Criteria for receiving information from other jurisdictions;
- C. Verifying information;
- D. Canceling information; and
- E. 24-hour access to warrants.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of process for entering and canceling information in the state and federal information systems.
- Observation of 24-hour access to warrants.

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**26.07M**

Fingerprint records and photographs of juveniles taken into custody must be maintained separately and marked "Juvenile Confidential" unless not required by Florida law.

**I. Bullets****II. Proofs of Compliance**

- Observation of files.

**III. Required References**

Florida Statute 985.11

**IV. Assessor Guidelines**

If a juvenile commits a crime that is not a felony or a misdemeanor listed by FS 985.11 and photographs or fingerprints are taken, the photographs and fingerprints must be marked "Juvenile Confidential" and placed in a separate file so they are not accidentally disclosed to the public. A juvenile who has committed multiple crimes may require multiple files. Although good business practice, this standard does not require the physical separation of juvenile files from adult files.

**V. Accreditation Manager Notes**

**26.08**

A written directive establishes procedures for the collection, dissemination, and retention of agency records pertaining to juveniles.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References**

GS2 Items #32, #130, #209, #114

Florida Statutes 985.11, 119.07

**IV. Assessor Guidelines****V. Accreditation Manager Notes**

**26.09M**

A written directive establishes an incident reporting system to include:

**I. Bullets**

- A. Guidelines for when reports must be written;
- B. Forms to be used;
- C. Information required;
- D. Procedures for completing incident reports;
- E. Procedures for submitting and processing incident reports; and
- F. Documented supervisory review.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of supervisory review. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Report writing manuals, if used (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## **CHAPTER 27**

### **Evidence**

These standards address procedures for the proper identification, collection and preservation of evidence.

#### **27.01M**

A written directive specifies procedures for collecting and processing physical evidence to include.

#### **I. Bullets**

- A. Preserving the condition of evidence during and after collection;
- B. Preventing contamination of evidence;
- C. Obtaining sufficient samples;
- D. Using proper containers for liquids;
- E. Preservation and timely delivery of blood and other perishable evidence to the laboratory or to refrigerated storage;
- F. Drying of wet evidence; and
- G. Sealing, marking, and labeling.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of evidence processing and packaging work areas.
- Interviews

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

FDLE Evidence Manual may be used as a written directive.

Work areas should include the ability to secure evidence during processing for maintaining chain of custody.



## **27.02M**

A written directive specifies procedures for recording the chain of custody to include:

### **I. Bullets**

- A. Date and time of any transfer of custody;
- B. Receiving person's name and responsibility;
- C. Reason for the transfer;
- D. If other than a transfer person to person or into a receptacle, the method of transfer;
- E. Name and location of the laboratory and examinations desired; and
- F. Date and time of receipt in the laboratory.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Completed document recording chain of custody (property receipt) (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Laboratory analysis request form. (Qty Initial: 3) (Qty Reaccred: 1 each year)
- Observation of chain of custody procedures.

### **III. Required References**

### **IV. Assessor Guidelines**

Chain of custody documentation may be in electronic form.

### **V. Accreditation Manager Notes**

Method of transfer must be specified if evidence is shipped via common carrier.

**27.03M**

If the agency has designated specialists to perform crime scene evidence processing, they:

**I. Bullets**

- A. Are available on a 24-hour basis to process a crime scene; and
- B. Will receive *specialized training* and periodic refresher training in the equipment, computer programs and techniques used by the agency.

**II. Proofs of Compliance**

- Documentation of specialized training. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of periodic refresher training. (Qty Initial: 1) (Qty Reaccred: 1)
- Job descriptions (Qty Initial: 1) (Qty Reaccred: 1)
- Duty rosters (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews
- Memorandum of Understanding, if applicable (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**27.04M - Deleted**

**27.05M - Deleted**

**27.06M**

A written directive addresses the security of property and evidence areas, to include authorized personnel.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of secure areas
- Observation of controlled access

**III. Required References****IV. Assessor Guidelines**

Access to property and evidence areas are controlled to prevent the alteration, unauthorized removal, theft, or other compromise of evidence stored by the agency and to maintain chain of custody.

**V. Accreditation Manager Notes**

Ensure there is a physical barrier above any drop ceiling with direct access to the property and evidence storage area.

**27.07M**

A written directive establishes procedures for the acceptance and release of narcotics, including quantity control and packaging inspections.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of the packaging system.
- Completed property receipt for narcotics. (Qty Initial: 1) (Qty Reaccred: 1 each year)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

**27.08M**

A written directive addresses refrigerated storage for perishable items of evidence; and includes:

**I. Bullets**

- A. Security; and
- B. Provisions for maintaining the integrity of evidence in the event of temperature change detrimental to the evidence.

**II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of refrigerated storage
- Interviews

**III. Required References****IV. Assessor Guidelines**

Location of the refrigerator within the facility should be considered to determine if additional security is required. If separate lock boxes are used, they must be secured inside the refrigerator.

**V. Accreditation Manager Notes**

**27.09M**

A written directive outlines procedures for the secure storage of property and evidence when the property and evidence room is closed or not accessible by end of tour of duty, to include refrigerated storage.

**I. Bullets****II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of secure temporary storage areas.

**III. Required References****IV. Assessor Guidelines**

Assessors will verify security in temporary storage areas for all types of property and evidence.

**V. Accreditation Manager Notes**



**27.10M**

The agency has a records system to record all items of property and evidence held by the agency.

**I. Bullets**

- A. Current location of property and/or evidence;
- B. Date and time property and/or evidence was received/released;
- C. Description of the property and/or evidence; and
- D. Chain of custody from time of receipt until final disposition.

**II. Proofs of Compliance**

- Evidence records. (Qty Initial: 1) (Qty Reaccred: 1)
- Property printouts. (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines**

If the system is electronic, compliance may be proven through observation only. Verify records for both property and evidence.

**V. Accreditation Manager Notes**

## **27.11 M**

If the agency utilizes *mobile evidence storage units* for temporary evidence storage, a written directive addresses the following:

### **I. Bullets**

- A. Security provisions;
- B. Time limits for storage;
- C. Types of evidence stored;
- D. Approval authority; and
- E. Training and appointment of temporary evidence custodians.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of secure mobile evidence storage units.
- Training documentation. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Approval documentation. (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

**27.12M - Deleted**

## **27.13M**

A written directive states evidence custodians are accountable for all property and evidence within their control, and addresses the following:

### **I. Bullets**

- A. An annual examination of conformance with agency controls, policies and procedures, of the property and evidence function, is conducted by a member not routinely or directly connected with control of property and evidence;
- B. An unannounced inspection, which consists of a review of property and evidence storage areas for organization and orderliness, is conducted as directed by the agency's CEO;
- C. An annual inventory, which consists of a full or partial accounting, as defined by the agency, of property and evidence is conducted by the property and evidence custodian or designee and a designee of the CEO not routinely or directly connected with control of property and evidence;
- D. Follow-up investigative procedures for lost, missing, or stolen items of property or evidence; and
- E. Purging by lawful methods.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation demonstrating compliance with each element of the standard. (Qty Initial: 1 each) (Qty Reaccred: 1 each for each year)

### **III. Required References**

Florida Statute 705.103  
Florida Statute 705.105  
Florida Statute 790.08

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Agency policy for inventory must specify amounts or percentages for both property and evidence. Proofs of compliance must include proofs for both property and evidence.

## **27.14M**

A written directive addresses the submission of evidence collected in sexual offense investigations for processing, and includes:

### **I. Bullets**

- A. A requirement for such evidence to be submitted within 30 days after receipt, or request by individuals identified in Florida Statute to have it tested;
- B. Informing the victim of the purpose of submitting evidence for testing;
- C. Informing the victim of the right to request testing by a law enforcement agency that collects other DNA evidence associated with the sexual offense if a kit is not collected; and
- D. Storage in a secure, environmentally safe manner until the prosecuting agency has approved its destruction.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of storage.
- Observation of method for informing victims.
- Interviews.

### **III. Required References**

Florida Statute 943.326

### **IV. Assessor Guidelines**

This standard does not apply to sexual assault kits collected from non-reporting victims.

### **V. Accreditation Manager Notes**

Elements for additional notifications may be included in victim/witness rights documents.

## **27.15M**

A directive outlines procedures for property and evidence held by the agency to include:

### **I. Bullets**

- A. Logging into agency records within a specified timeframe;
- B. Placing under the property and evidence function before the officer's tour of duty ends;
- C. Exceptional circumstances that allow items to be secured and submitted after the officer's tour of duty, with documented supervisory approval;
- D. A description of each item and the circumstances it came into the agency's possession;
- E. Guidelines for packaging and labeling prior to submission;
- F. Extra security measures for handling exceptional, valuable, or sensitive items; i.e. currency, precious metals, jewelry, weapons, and drugs;
- G. Efforts to identify and notify the owner or custodian; and
- H. Procedures for release of property and/or evidence.

### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Completed property receipts. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Completed evidence receipts. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Observation of logs.
- Observation of secured areas.
- Observation of packaging and labeling.
- Documentation of notification of owner. (Qty Initial: 1 each) (Qty Reaccred: 3)
- Documentation of supervisory approval for exceptional circumstances. (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews.

### **III. Required References**

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

**27.16M**

If the agency has designated specialists to perform crash scene evidence processing, they:

**I. Bullets**

- A. Are available on a 24-hour basis to process a crash scene; and
- B. Will receive *specialized training* and periodic refresher training in the equipment, computer programs and techniques used by the agency.

**II. Proofs of Compliance**

- Documentation of specialized training. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of periodic refresher training. (Qty Initial: 1) (Qty Reaccred: 1)
- Job descriptions (Qty Initial: 1) (Qty Reaccred: 1)
- Duty rosters (Qty Initial: 1) (Qty Reaccred: 1)
- Interviews
- Memorandum of Understanding, if applicable (Qty Initial: 1) (Qty Reaccred: 1)

**III. Required References****IV. Assessor Guidelines****V. Accreditation Manager Notes**

## CHAPTER 28 - DELETED

28.01M – DELETED

6/29/23



**28.02M – DELETED**

**28.03M – DELETED**

**28.04M – DELETED**

**28.05M - DELETED**

## **CHAPTER 29**

### **Exposure Control**

Agencies must ensure that members who are in high-risk exposure occupations have the necessary understanding and equipment to limit exposures. These precautions serve to protect agency members and the general public.

#### **29.01M**

The agency has an *Exposure Control Plan* mandating a *Universal Precautions* philosophy available to all members containing the following:

#### **I. Bullets**

- A. A current list of all agency-identified job classifications where occupational exposure to potentially infectious materials is anticipated;
- B. Personal Protective Equipment, including use, accessibility, cleaning, laundering or disposal, and replacement;
- C. Procedures to ensure the work environment is clean and sanitary and decontaminated after contact with blood or other potentially infectious materials;
- D. Regulated waste discarding and containment, to include proper disposal of sharps;
- E. Procedures for laundering contaminated uniforms and personal clothing;
- F. Exposure treatment;
- G. Labels and signs communicating hazards to members; and
- H. A requirement for a documented annual review of the exposure control plan.

#### **II. Proofs of Compliance**

- Exposure Control Plan. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of availability of plan.
- Worker's compensation "First Report of Injury" form. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Observation of Personal Protective Equipment.
- Documentation of disposal of hazardous materials. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Observation of sharps container, biohazard waste bags, etc.
- Documentation of annual review. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Interviews.

#### **III. Required References**

29 C.F.R. 1910.1030(b)

#### **IV. Assessor Guidelines**

If the plan is not incorporated in the agency's policy manual, assessors will verify availability.

Assessors will verify accessibility to Personal Protective Equipment.

Check for decontamination supplies.

Assessors will verify proper disposal containers.

Documentation of a third-party agreement or invoice from a waste management contractor.

**V. Accreditation Manager Notes**

## **29.02M**

The agency provides Infectious Disease training for all members who have *occupational exposure* prior to assignment where risk of occupational exposure may occur, which includes the following:

### **I. Bullets**

- A. The agency's Exposure Control Plan;
- B. The basic description, symptoms, and the modes of transmissions of infectious diseases;
- C. The use and limitations of methods that will prevent or reduce exposure, including personal protective equipment;
- D. The *Universal Precautions* philosophy;
- E. Procedures to follow if an exposure occurs, including reporting requirements and medical follow-up;
- F. The signs, labels, and color coding identifying biohazardous waste;
- G. The agency's biohazardous waste disposal procedures;
- H. Point of contact for questions; and
- I. Annual refresher training.

### **II. Proofs of Compliance**

- Lesson plan (Qty Initial: 1) (Qty Reaccred: 1)
- Proof of training at time of initial assignment. (Qty Initial: 1) (Qty Reaccred: 1 each year)
- Documentation of annual refresher training (Qty Initial: 1) (Qty Reaccred: 1 each year)

### **III. Required References**

CFR 1910.1030

### **IV. Assessor Guidelines**

### **V. Accreditation Manager Notes**

Proofs for training should include various job classifications.

**29.03M**

The agency maintains medical records for each member with *occupational exposure*.

**I. Bullets****II. Proofs of Compliance**

- Observation of medical records confidentiality.
- Interviews.

**III. Required References**

GS1-SL Items #227, # 350, #19, and #162

**IV. Assessor Guidelines**

If any medical records are maintained by a contracted medical provider, observation of those records is not required.

**V. Accreditation Manager Notes**



**29.04M – Deleted (June 2021)**

## **CHAPTER 30**

### **Forfeitures**

**30.01M – Deleted (June 2021)**

**30.02M – Reassigned to Chapter 15 (15.19M)**

**30.03M – Deleted (June 2021)**

## CHAPTER 31

### Interview Rooms

These standards apply to agencies that allow suspects, *detainees*, or *prisoners* to be placed in a room, space, or area for the purpose of conducting interviews. Physical needs of suspects, *detainees*, or *prisoners*; physical conditions of the designated areas; and security measures are addressed by this chapter. **Agencies that maintain *continuous supervision* as defined in the glossary are exempt from these standards.**

### **31.01M**

If an agency allows suspects, *detainees*, or *prisoners* to be secured in a designated area without *continuous supervision* by agency personnel, a written directive addresses the following:

#### **I. Bullets**

- A. Authorization for the use of the room, space, or area;
- B. Member accountability;
- C. Separation of females, males, and juveniles;
- D. Authorized temporary restraint devices, including, if allowed, securing to fixed objects designed for such use;
- E. Access to water, restrooms, and other needs;
- F. Safety considerations for objects contained in the room;
- G. Member contact at least every fifteen minutes; and
- H. Member training on the use of interview rooms.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Training documentation (Qty Initial: 3) (Qty Reaccred: 3)
- Observation.
- Interviews.

#### **III. Required References**

#### **IV. Assessor Guidelines**

A locked door does not make an interview room a holding area. The room's usage is the determining factor. Immediate response will be evaluated on a case-by-case basis with consideration given to time, distance and obstacles to overcome. Video monitoring can be used for continuous supervision only when the person watching the monitors is not distracted by other tasks and can immediately respond to intervene.

For juveniles, refer to Standard 16.03E.

#### **V. Accreditation Manager Notes**

### **31.02M**

A written directive addresses the following security measures within the interview room:

#### **I. Bullets**

- A. Search of the suspects, detainees, or prisoners;
- B. Identification of person(s) authorized access;
- C. Control of lethal and less-lethal weapons;
- D. Escape prevention;
- E. Procedures for safeguarding the prisoner's/detainee's property;
- F. Control of the suspects, detainees, or prisoners during medical or other emergency situations;
- G. Plan for fire prevention, evacuation, and suppression;
- H. Panic or duress alarms; and
- I. Security inspections.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Observation of system to control weapons.
- Observation of evacuation plans and fire suppression equipment.
- Observation of panic or duress alarms.
- Interviews.

#### **III. Required References**

#### **IV. Assessor Guidelines**

This does not mandate the installation of lockboxes; rather the agency has the latitude to develop a system for controlling weapons that meets their needs.

Panic or duress alarms should provide agency members with appropriate response to emergencies occurring in interview rooms. This does not require the installation of specific alarm hardware, but can be accomplished using standard portable radios or pre-designated signals to communicate the need for immediate response.

#### **V. Accreditation Manager Notes**

## **CHAPTER 32**

### **Technology**

This chapter addresses the technological aspects of law enforcement equipment and techniques. These standards address operations, policy/procedure, security, and training.

#### **32.01M**

A written directive establishes procedures for agency computer hardware and software and includes provisions for the following:

##### **I. Bullets**

- A. Use of email;
- B. Internet access;
- C. Installation of computer software;
- D. Access restrictions;
- E. Authorized use; and
- F. Access to and use of personal identification information in accordance with Florida Statute.

##### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Observation

##### **III. Required References**

Florida Statute 817.568  
Florida Statute 943.125 (4)(o)

##### **IV. Assessor Guidelines**

Assessors should confirm that the directive includes computers used for law enforcement activities conducted outside of the agency (such as SRO, Task Force members, Academy, etc.)

##### **V. Accreditation Manager Notes**

### **32.02M**

A written directive addresses the use of mobile recording devices, and includes the following:

#### **I. Bullets**

- A. Training;
- B. Criteria for activation;
- C. Restrictions.
- D. Documentation; and
- E. Data retention.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of training. (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

This standard applies to body worn cameras and in car cameras.

### **32.03M**

A written directive addresses the use of unmanned aerial vehicles, and includes the following:

#### **I. Bullets**

- A. Member responsibilities;
- B. Training;
- C. Privacy considerations;
- D. Criteria for activation;
- E. Retention of recordings; and
- F. Restrictions.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of current training (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

Florida Statute 934.50

FAA Small Unmanned Aircraft Regulation Part 107

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**



### **32.04**

A written directive addresses the use of Automated License Plate Recognition Systems, and includes the following:

#### **I. Bullets**

- A. Training;
- B. Criteria for activation;
- C. Data sharing; and
- D. Retention of recordings.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)
- Documentation of training. (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

### **32.05**

A written directive addresses the use of social media, and includes the following:

#### **I. Bullets**

- A. Identification of member(s) for agency media maintenance;
- B. On-duty use of agency sites and devices;
- C. On-duty use of personal sites and devices; and
- D. Posting of agency activities to personal sites.

#### **II. Proofs of Compliance**

- Written directive addressing elements of the standard. (Qty Initial: 1) (Qty Reaccred: 1)

#### **III. Required References**

#### **IV. Assessor Guidelines**

#### **V. Accreditation Manager Notes**

## GLOSSARY

### **911 PUBLIC SAFETY TELECOMMUNICATOR**

A public safety dispatcher or 911 operator whose duties and responsibilities include the answering, receiving, transferring, and dispatching functions related to 911 calls; dispatching law enforcement officers, fire rescue services, emergency medical services, and other public safety services to the scene of an emergency; providing real-time information from federal, state, and local crime databases; or supervising or serving as the command officer to a person or persons having such duties and responsibilities.

### **ACCREDITATION**

The bestowing of credentials symbolizing approval from a professional organization upon practitioners or specific institutions. Complying with specific accepted standards established for an institution or occupation.

### **ACCREDITATION CYCLE**

For purposes of reaccreditation, the accreditation cycle is calculated from the most recent assessment date to the next assessment date.

### **ACCREDITATION MANAGER**

An employee designated by the agency administrator to oversee the planning and implementation of accreditation activities in the agency.

### **ACTIVE ASSAILANT EVENT (AAE)**

An incident where one or more Active Assailants act to harm or kill others. Such events include, but are not limited to: school shootings, workplace violence, terrorist activities, and snipers.

### **ADMINISTRATIVE REVIEW**

A documented review of incidents or occurrences prepared by or for the CEO or designee. The frequency of reviews is outlined in individual standards. The review should indicate whether policy, training, equipment, or disciplinary issues should be addressed.

### **ANALYSIS**

Data presentation, identification of problem areas (if any), and recommendations.

### **ANNUAL**

An event occurring once every 12 months.

### **APPEAL**

A resort to a higher authority or greater power, as for sanction, corroboration, or a decision.

### **APPLICANT AGENCY**

An agency that has made application to the Commission for state accredited status.

### **AUDIT**

The examination of records and activities to ensure compliance with established controls, policies, and operational procedures, and to recommend any indicated changes.

### **AUXILIARY MEMBER**

Any sworn person employed or appointed, with or without compensation, who aids or assists a full-time or part-time law enforcement officer and who, while under the direct supervision

|                             |                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | of a full-time or part-time law enforcement officer, has the authority to arrest and perform law enforcement functions.                                                                                                                                                                                                                                                                 |
| <b>BIASED POLICING</b>      | The inappropriate consideration of specified characteristics while enforcing the law or providing police services. Specified characteristics includes, but is not limited to, race, ethnic background, national origin, gender, gender identity, sexual orientation, religion, socioeconomic status, age, disability, political status, or any other legally protected characteristics. |
| <b>BIENNIAL</b>             | An event that occurs every two years.                                                                                                                                                                                                                                                                                                                                                   |
| <b>BLOODBORNE PATHOGENS</b> | Pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV).                                                                                                                                                                             |
| <b>CANDIDATE AGENCY</b>     | An agency that has completed a successful assessment and is being reviewed by the Commission for accredited or reaccredited status.                                                                                                                                                                                                                                                     |
| <b>CEO</b>                  | Chief Executive Officer: the Sheriff, the Chief of Police, or the Director or Commissioner of a criminal justice entity.                                                                                                                                                                                                                                                                |
| <b>CFA</b>                  | The Commission for Florida Law Enforcement Accreditation, Inc.                                                                                                                                                                                                                                                                                                                          |
| <b>CHOKEHOLDS</b>           | The intentional and prolonged application of force to the throat, windpipe, or airway of another person that prevents the intake of air. The term does not include any hold involving contact with another person's neck that is not intended to prevent the intake of air.                                                                                                             |
| <b>CIVILIAN MEMBER</b>      | A full- or part-time person who is not certified and does not possess arrest powers.                                                                                                                                                                                                                                                                                                    |
| <b>CJSTC</b>                | The Criminal Justice Standards and Training Commission.                                                                                                                                                                                                                                                                                                                                 |
| <b>COMMAND PROTOCOL</b>     | Practice identified to ensure a continuation of supervision at all levels of the chain of command when vacancies or absence from duty exists.                                                                                                                                                                                                                                           |
| <b>COMPLAINT</b>            | An allegation of misconduct, violation of law or agency directives, against any member of the agency. This does not include a complainant's misunderstanding or disagreement with the application of law or agency policy or procedures.                                                                                                                                                |
| <b>COMPONENT</b>            | A subdivision of the agency, such as a division, bureau, section, unit, or position that is established to provide a specific function.                                                                                                                                                                                                                                                 |
| <b>CONCLUSIONS OF FACT</b>  | Final determination about allegations based on investigative activities. Classifications of investigative findings may include exonerated, sustained, not sustained, unfounded, and policy failure.                                                                                                                                                                                     |

**CONFIDENTIAL INFORMANT**

A person who cooperates with a law enforcement agency confidentially in order to protect the person or the agency's intelligence gathering or investigative efforts and:

1. Seeks to avoid arrest or prosecution for a crime, or mitigate punishment for a crime for which a sentence will be or has been imposed; and
2. Is able, by reason of his or her familiarity or close association with suspected criminals, to:
  - a. Make a controlled buy or controlled sale of contraband, controlled substances, or other items that are material to a criminal investigation;
  - b. Supply regular or constant information about suspected or actual criminal activities to a law enforcement agency; or
  - c. Otherwise provide information important to ongoing criminal intelligence gathering or criminal investigative efforts.

**CONDITIONAL STANDARDS**

Standards beginning with "If" refer to conditions that may render the standard Not Applicable.

**CONTINUOUS SUPERVISION**

Supervision by an agency member who has the authority and the responsibility to exercise control over a prisoner/detainee and can immediately intervene on behalf of the agency or prisoner/detainee. Video monitoring may be used only if immediate intervention can be accomplished.

**CRIMINAL HISTORIES**

A transcript of arrests for an individual usually identified by name, date of birth, or identification number.

**CRITERIA**

A standard, rule, or test on which a judgment or decision can be based.

**CURRICULUM**

A series of courses related to a specific kind of training program.

**DEADLY FORCE**

Force that is likely to cause death or great bodily harm and includes, but is not limited to: the firing of a firearm in the direction of the person to be arrested, even though no intent exists to kill or inflict great bodily harm; and the firing of a firearm at a vehicle in which the person to be arrested is riding. The terms deadly force and lethal force are considered synonymous and may be used interchangeably to meet the standards in this manual.

**DE-ESCALATION TECHNIQUES**

Taking action or communicating verbally or non-verbally during a potential force encounter in an attempt to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources can be called upon to resolve the situation without the use of force or with a reduction in the force necessary.

**DETAINEE**

Someone being held in custody or confinement (may be under physical restraint) See *prisoner* definition.

**DUTY TO INTERVENE**

An attempt to prevent or stop the use of excessive force by another officer when it is *objectively reasonable* to do so.

|                                                                       |                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EMERGENCY SITUATION</b>                                            | An actual or potential condition that poses an immediate threat to life or property.                                                                                                                                                                                                                 |
| <b>EMOTIONAL STABILITY/<br/>PSYCHOLOGICAL FITNESS<br/>EXAMINATION</b> | Professional screening designed to identify behavior patterns and/or personality traits that may prove either detrimental or advantageous to successful job performance.                                                                                                                             |
| <b>EQUAL EMPLOYMENT<br/>OPPORTUNITY</b>                               | The providing of equal opportunities for employment and conditions of employment to all members regardless of race, creed, color, age, sex, religion, national origin, marital status, or physical impairment.                                                                                       |
| <b>EXCESSIVE USE OF FORCE</b>                                         | Use of force that exceeds the degree of force permitted by law, policy, or the observing officer's employing agency.                                                                                                                                                                                 |
| <b>EXPOSURE CONTROL PLAN</b>                                          | A plan designed to eliminate or minimize member occupational exposure to potentially infectious materials.                                                                                                                                                                                           |
| <b>EXTRA-DUTY EMPLOYMENT</b>                                          | Any secondary employment where the actual or potential use of law enforcement authority is a condition of employment.                                                                                                                                                                                |
| <b>FIELD INTERVIEW</b>                                                | The stopping and questioning of a person by a law enforcement officer because there is reasonable suspicion that the subject may have committed, may be committing, or may be about to commit a crime; believes the subject may be a hazard; or believes the interview may have a preventive effect. |
| <b>FIELD PERSONNEL</b>                                                | Members who, by virtue of their assignment, have routine contact with the general public while not in a traditional office setting. Field personnel may include sworn or non-sworn members.                                                                                                          |
| <b>FIELD TRAINING AND<br/>EVALUATION PROGRAM</b>                      | A structured and closely supervised agency training program provided for newly hired line personnel designed to facilitate the application of skills and knowledge obtained in the academy/classroom, or through their previous experience, to actual performance in on-the-job situations.          |
| <b>FIELD TRAINING OFFICER</b>                                         | An experienced or senior officer with specialized training who is responsible for the training and evaluation of newly hired line personnel.                                                                                                                                                         |
| <b>FUNCTION</b>                                                       | A general term for the required or expected activity of a person or an organizational component, e.g., patrol function, communication function.                                                                                                                                                      |
| <b>GENERAL ORDER</b>                                                  | Directives concerned with policy, rules, and procedures affecting more than one organizational component.                                                                                                                                                                                            |

|                                       |                                                                                                                                                                                                                                                                                                           |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GRIEVANCE</b>                      | Formal request in writing to resolve differences in identified matters due to an actual or supposed circumstance regarded as just cause for protest.                                                                                                                                                      |
| <b>GUIDELINES</b>                     | Statements or other indications of policy or procedure to determine a course of action.                                                                                                                                                                                                                   |
| <b>HIGH LIABILITY TOPICS</b>          | CJSTC Basic Recruit High Liability topics: Law Enforcement Vehicle Operations, Firearms, Defensive Tactics, and First Aid for Criminal Justice Officers.                                                                                                                                                  |
| <b>HOLDING AREA</b>                   | Any locked area, space, or enclosure where a prisoner/detainee is placed to prohibit freedom of movement.                                                                                                                                                                                                 |
| <b>INCIDENT COMMAND SYSTEM</b>        | Command, control, and coordination of a response to organize the efforts of members and agencies as they work toward stabilizing an incident while protecting life, property, and the environment. There are five major components: command, planning, operations, logistics, and finance/administration. |
| <b>IN-SERVICE TRAINING</b>            | Training received by agency members to enhance knowledge, skills, or abilities. This includes formal retraining, specialized, promotional, or advanced training. In-service training may also include less formal types of instruction, such as roll-call training.                                       |
| <b>INSPECTION</b>                     | The act or process of examining or looking at carefully.                                                                                                                                                                                                                                                  |
| <b>INTERNAL AFFAIRS INVESTIGATION</b> | A formal, detailed investigation of alleged misconduct, violation of law or agency directives or moral character violation as defined by CJSTC.                                                                                                                                                           |
| <b>INTERNAL AUDIT</b>                 | A methodical examination and review conducted by an entity within the agency but outside the chain of command of the unit to be audited.                                                                                                                                                                  |
| <b>INVENTORY</b>                      | The act or process of cataloging through a full accounting of the quantity of goods or materials on hand, unless a standard specifically allows for a partial accounting.                                                                                                                                 |
| <b>JOB DESCRIPTION</b>                | An official written statement setting forth the duties and responsibilities of a job, and the skills, knowledge, and abilities necessary to perform it.                                                                                                                                                   |
| <b>JOB-RELATED</b>                    | Pertaining to tasks performed or functions required of a specific job classification.                                                                                                                                                                                                                     |
| <b>JOB TASK ANALYSIS</b>              | A systematic examination of the functions and objectives of each job-related task to be performed as they relate to skills, knowledge, and abilities required to perform the tasks or duties of the job.                                                                                                  |
| <b>LESS-LETHAL FORCE</b>              | Force which is not likely to cause death or great bodily harm. The terms non-deadly force, less-than-lethal force and less-lethal                                                                                                                                                                         |

force are considered synonymous and may be used interchangeably to meet the standards in this manual.

**LESSON PLAN**

A detailed format an instructor uses to conduct the course. A lesson plan may include: goals, specific subject matter, performance objectives, references, resources, and method of evaluating or testing students.

**LETHAL FORCE**

Force which is likely to cause death or great bodily harm and includes, but is not limited to: (1) The firing of a firearm in the direction of the person to be arrested, even though no intent exists to kill or inflict great bodily harm; and (2) The firing of a firearm at a vehicle in which the person to be arrested is riding. The terms deadly force and lethal force are considered synonymous and may be used interchangeably to meet the standards in this manual.

**MANDATORY STANDARDS**

Standards that address life, health, and safety issues; legal matters; or essential law enforcement practices. Every agency is required to meet all of these standards except those not applicable, or for which a waiver has been granted.

**MEDICAL CARE FACILITY**

Any hospital, office, mobile unit or other facility designed or utilized to provide immediate or ongoing medical treatment.

**MEMBER**

A generic term utilized in this manual to describe all agency personnel, including volunteers, auxiliary officers, and part-time personnel.

**MEMORANDUM**

An informal, written document that may or may not convey an order; it is generally used to clarify, inform, or inquire. Memoranda may be used for proofs of compliance.

**MOBILE EVIDENCE STORAGE UNIT**

A vehicle, equipped with a container bolted inside. The container shall be constructed of durable materials, and be secured with a locking device. The vehicle is equipped with an audible burglar alarm.

**NON-DEADLY FORCE**

Force which is not likely to cause death or great bodily harm. The terms non-deadly force, less-than-lethal force and less-lethal force are considered synonymous and may be used interchangeably to meet the standards in this manual.

**NOT APPLICABLE (N/A) STANDARDS**

Standards that address areas of responsibility or law enforcement practices for which the agency is not performing due to contracts, jurisdiction, or mutual aid agreements. The agency may not take essential law enforcement service standards as not applicable, e.g., communications, evidence collection. See *Conditional Standards* definition for additional information on non-applicability.

**OBJECTIVELY REASONABLE**

The determination that the necessity for using force and the level of force used is based upon the officer's evaluation of the situation in light of the totality of the circumstances known to the



|                                       |                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | officer at the time the force is used and upon what a reasonably prudent officer would use under the same or similar situations.                                                                                                                                                                                                                    |
| <b>OCCUPATIONAL EXPOSURE</b>          | Reasonably anticipated contact with blood or other potentially infectious materials that may result from the performance of a member's duties.                                                                                                                                                                                                      |
| <b>OFF-DUTY EMPLOYMENT</b>            | Secondary employment which is not conditioned on the actual or potential use of law enforcement powers by an off-duty member.                                                                                                                                                                                                                       |
| <b>ORGANIZATIONAL COMPONENT</b>       | A subdivision of the agency, such as a bureau, division, section, unit, or position that is established and staffed on a full-time basis to provide a specific function.                                                                                                                                                                            |
| <b>OTHER-THAN-MANDATORY STANDARDS</b> | Standards that address important or desirable law enforcement practices. Every agency is required to meet at least 80 percent of these standards, except those which are not applicable.                                                                                                                                                            |
| <b>PART-TIME SWORN MEMBER</b>         | Any sworn person employed or appointed less than full time, as defined by an employing agency, with or without compensation, who is vested with authority to bear arms and make arrests and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. |
| <b>PERFORMANCE OBJECTIVES</b>         | Statements of operational behavior required for satisfactory performance of a task, the conditions under which the behavior is usually performed, and the criteria for satisfactory performance.                                                                                                                                                    |
| <b>PERIODIC</b>                       | Conducted or occurring at least every three years.                                                                                                                                                                                                                                                                                                  |
| <b>PERSONAL PROTECTIVE EQUIPMENT</b>  | Specialized clothing or equipment worn by a member for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be protective equipment.                                                                                          |
| <b>PLAN</b>                           | A detailed scheme, program, or method worked out beforehand for the accomplishment of an objective, proposed or tentative project, or goal. A plan may be a systematic arrangement of details, an outline, drawing or diagram.                                                                                                                      |
| <b>POLICY STATEMENT</b>               | A broad statement of agency principles that provides a framework or philosophical basis for agency procedures.                                                                                                                                                                                                                                      |
| <b>POSITION</b>                       | The duties and responsibilities assigned to one employee. A position may have functional responsibility for a single task or multiple tasks.                                                                                                                                                                                                        |

**POTENTIALLY INFECTIOUS MATERIALS**

Any human body fluid, tissue, or organ other than intact skin. Any biologic agent or other disease causing agent which upon exposure, ingestion, inhalation, or assimilation into any person, will or may reasonably be anticipated to cause disease or death.

**PRISONER**

Any person arrested and/or in custody of a law enforcement officer or agency. See *detainee* definition.

**PROCEDURE**

A manner of proceeding, a way of performing or effecting something, an act composed of steps, a course of action, a set of established forms or methods for conducting the affairs of the agency.

**PROCESS**

A series of actions, changes, or functions bringing about a result.

**PROFICIENCY**

As it relates to the carrying of firearms, means that an individual has shown an ability to utilize a firearm to an agency defined standard.

**PROOFS OF COMPLIANCE**

Documentation or other methods used to demonstrate compliance with a standard.

**PURSUIT**

An active attempt by a law enforcement officer in a motor vehicle to apprehend one or more occupants of another moving motor vehicle, where the driver of the fleeing vehicle is aware of the attempt and is resisting apprehension.

**QUALIFICATION**

Qualify with agency approved firearm(s) on the CJSTC approved course of fire with skills documented on the Law Enforcement Officer Firearms Qualification Standard, form CJSCT-86A.

**QUALIFIED INTERPRETER**

A professional who facilitates communication between deaf and hearing individuals. A qualified interpreter is able to interpret effectively, accurately and impartially both receptively and expressively, using any necessary specialized vocabulary. The qualified interpreter has specialized training in interpreting from one language to another for example, American Sign Language [ASL] to English and English to ASL. Simply knowing both sign language and English does not qualify a person as an interpreter. The role of an interpreter is to accurately convey all messages between the individuals involved in the communication setting.

**RECRUITMENT ACTIVITIES**

Any activity or event utilized in seeking potentially qualified applicants for a particular position.

**RECRUITMENT LITERATURE**

Pamphlets, announcements, or any handout material used to seek qualified applicants for a particular position.

**RECRUITMENT PLAN**

A written plan outlining methods to be utilized for recruiting, hiring, and retaining qualified candidates.

|                                     |                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REGULATED WASTE</b>              | Any potentially infectious materials or items believed to be contaminated with potentially infectious materials, including sharps.                                                                                                                                                                                                                 |
| <b>REGULAR CONTACT</b>              | Sight and sound contact. Separation of prisoners/detainees, when required, shall permit no more than haphazard or accidental contact.                                                                                                                                                                                                              |
| <b>REMEDIAL TRAINING</b>            | Training conducted to correct an identified deficiency.                                                                                                                                                                                                                                                                                            |
| <b>RESTRAINING DEVICES</b>          | Equipment used to restrict the movement of a prisoner/detainee.                                                                                                                                                                                                                                                                                    |
| <b>ROLL CALL TRAINING</b>           | Short training or informational sessions held just prior to, or after, a member's tour of duty.                                                                                                                                                                                                                                                    |
| <b>RULES AND REGULATIONS</b>        | Specific guidelines describing allowed and prohibited behavior, actions, or conduct.                                                                                                                                                                                                                                                               |
| <b>SELECTION CRITERIA</b>           | The rules, standards, or requirements used to make a judgment concerning filling a specific position.                                                                                                                                                                                                                                              |
| <b>SELECTION PROCESS</b>            | The combination of elements and procedures utilized to make the final decision in filling a position.                                                                                                                                                                                                                                              |
| <b>SEMI-ANNUAL</b>                  | Occurring or issued twice a year.                                                                                                                                                                                                                                                                                                                  |
| <b>SERVICE COMMUNITY</b>            | Persons within the agency's jurisdictional responsibility.                                                                                                                                                                                                                                                                                         |
| <b>SEXUAL OFFENDER</b>              | Refer to FS 943.0435 for definition.                                                                                                                                                                                                                                                                                                               |
| <b>SEXUAL PREDATOR</b>              | Refer to the Florida Sexual Predators Act in Chapter 775, FS for definition.                                                                                                                                                                                                                                                                       |
| <b>SPECIAL EVENTS</b>               | An activity that results in the need for control of traffic, crowds, or crime. Special events are normally time specific, short duration events, but may be extended over a longer period of time.                                                                                                                                                 |
| <b>SPECIALIZED TRAINING</b>         | Training to enhance skills, knowledge, and abilities taught in either recruit or other in-service programs. Specialized training may address supervisory, management, and/or executive development training, or it may include technical and job specific subjects, e.g., homicide investigation, fingerprint examination, juvenile investigation. |
| <b>SPECIAL PURPOSE VEHICLE</b>      | A vehicle used because of considerations of weather, terrain, or special operational needs, etc. Includes SWAT trucks, bomb disposal vehicles, mobile command posts, all-terrain vehicles (ATVs), personal watercraft, boats, aircraft, prisoner transport vehicles, motorcycles, bicycles, and animals.                                           |
| <b>STANDARD OPERATING PROCEDURE</b> | A written directive which specifies how agency activities are carried out.                                                                                                                                                                                                                                                                         |
| <b>SWORN MEMBER</b>                 | A member, as defined by statute, who is certified by CJSTC, possesses full law enforcement and arrest powers, and is                                                                                                                                                                                                                               |

employed either full- or part-time by a law enforcement agency. This member may or may not be compensated.

**TACTICAL TEAMS**

A select group of officers who are specially trained and equipped to handle high-risk incidents, e.g., snipers, barricaded persons, hostage takers, high risk warrant service. This does not include teams or units the primary purpose of which is to handle Haz-Mat, Hurricane/Disaster response or WMD incidents.

**TTY**

Text Telephone. A special device that allows people who are deaf, hard of hearing, or speech-impaired to use the telephone to communicate, by allowing them to type messages back and forth to one another instead of talking and listening. A TTY is required at both ends of the conversation in order to communicate.

**TRS**

Telecommunications Relay Services. TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities.

**UNIVERSAL PRECAUTIONS**

An approach to infection control where all human blood and certain human body fluids are treated as if infectious for Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV), and other bloodborne pathogens.

**VASCULAR NECK RESTRAINTS**

A technique that can be used to incapacitate individuals by restricting the flow of blood to their brain.

**VICTIM**

A person who suffers physical, financial, or emotional harm as the direct result a specified crime committed upon his or her person or property. The children, parents, or legal guardian of a homicide victim are also regarded as victims.

**VOLUNTEERS**

Unpaid members who perform tasks which do not require law enforcement certification.

**WITNESS**

A person having information or evidence relevant to a crime.

**WORK ENVIRONMENT**

Agency facilities and equipment where daily activities are conducted, to include office space, patrol vehicle, interview rooms, holding areas, etc.

**WRITTEN DIRECTIVE**

A written document used to guide the actions of members and establish agency policy and practices. Examples of written directives include, but are not limited to: policy statements, standard operating procedures, general orders, memoranda, union contracts, laws, written orders, instructional material.

## **ITEM 7.F**

### **Development Agreement between the City of Kissimmee and United Cerebral Palsy of Central Florida, Inc. (UCP) for the UCP Osceola Campus Charter School**

#### **Request**

Approval of a Development Agreement (contract #20250175) to deem UCP Osceola Campus a Project of Significant Importance to the City and acknowledge the Developer's request for flexibility from the Form-Based Code on specific design considerations for the project located at 200 W. Vine Street.

#### **Explanation**

The applicant, UCP Osceola Campus, is proposing to develop a 37,689 square-foot, single-story specialized charter school, which will include 27 classrooms, administrative and medical offices, as well as early childhood day care services. The development also includes 141 parking spaces, a playground, a covered seating area, and a basketball court. The applicant is proposing a water retention pond facing Vine Street, which is considered as a primary street. According to the applicant, due to the unique drainage challenges, which include being located within the 100-year floodplain, the northern area must accommodate the retention pond and flood storage. Additionally, the property's width of 300 feet presents a unique challenge as it does not provide sufficient space for a wet pond to be located within the side yard(s). Land Development Code Section 14-5-6 requires developments to be oriented towards a primary street.

#### UCP Osceola Campus Operations

- Provides high quality education and therapy for all students with and without disabilities as a state-of-the-art educational and pediatric therapy facility serving approximately 326 students.
- UCP Osceola Campus offers the designated support for a diverse range of educational needs, including cutting-edge classrooms, advanced technology, and specialized resources designed to support students with disabilities alongside their peers in an inclusive environment.
- While traditional schools typically maintain a ratio of one teacher per classroom, UCP adapts to the severe and diverse needs of its students by assigning one teacher and at least one paraprofessional to every classroom, with some classrooms requiring two paraprofessionals.
- Certain students with severe disabilities are provided with one-on-one support, meaning a dedicated staff member is assigned to work exclusively with the student throughout the day.
- UCP Osceola Campus features an enhanced pediatric therapy facility that will provide a range of services, including physical, occupational, and speech therapy, ensuring development and support for students.

Based on Section 14-5-14 of the City of Kissimmee Land Development Code (LDC), a Project of Significance to the City is defined as any development or redevelopment project with special site characteristics of such a size, especially very small or very large, determined by the City Manager to be of such economic or social importance to the city that warrants greater flexibility in the interpretation of this chapter. A Development Agreement will outline specific design considerations consistent with the overall design intent of the Form-Based Code area. This Development Agreement will be between the City of Kissimmee and United Cerebral Palsy of Central Florida, Inc.(UCP) for the UCP Osceola Campus.

#### **Recommendation**

City of Kissimmee

Approval to execute the Development Agreement between the City of Kissimmee and United Cerebral Palsy of Central Florida, Inc. (UCP).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

**Attachment(s):**

1. (S) UCP Osceola Campus - Development Agreement
2. UCP Osceola Campus - Aerial Map

**DEVELOPMENT AGREEMENT**  
[UCP Osceola Campus]

**THIS DEVELOPMENT AGREEMENT** (this “*Agreement*”) is made effective January 28, 2025, by and between **THE CITY OF KISSIMMEE, FLORIDA**, a Florida municipal corporation (the “*City*”), and **UNITED CEREBRAL PALSY OF CENTRAL FLORIDA, INC.**, a Florida non-profit corporation (the “*Owner*”)(each, a “*Party*” and together, the “*Parties*”).

**RECITALS**

**WHEREAS**, the Owner is the fee simple owner of that certain unimproved real property located in the City of Kissimmee, Osceola County, Florida, as more particularly described on attached Exhibit A (the “*Property*”); and

**WHEREAS**, the Owner, either directly or through a wholly-owned subsidiary, intends to develop and operate the Property as a 37,689-square-foot educational and pediatric therapy facility (the “*UCP Osceola Campus*”) in accordance with the site plan as set forth on attached Exhibit B (the “*Site Plan*”); and

**WHEREAS**, the City has jurisdiction over the Owner’s future development and use of the Property pursuant to the City of Kissimmee Code of Ordinances, Part III Land Development Code (the “*LDC*”), and in particular, Chapter 14-5 Form-Based Code (the “*FBC*”); and

**WHEREAS**, pursuant to Section 14-3-30 of the LDC, the City may require the Owner to enter a development agreement to secure the future performance of any conditions imposed by the City or representations made by the Owner, detailing the obligations of the Owner and the City and specifying the standards and conditions that will govern the development of the Property; and

**WHEREAS**, the City and the Owner desire to enter into this Agreement in accordance with Section 14-3-30 of the LDC for the purpose of governing and facilitating the Owner’s development of the Property as the UCP Osceola Campus (the “*Project*”), subject to the terms, covenants and conditions hereinafter set forth.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to request authorization from the City to designate the Project as a project of significance to the City and to acknowledge the Owner’s need for flexibility in application of the FBC to accommodate specific design considerations for the Project as contemplated under Section 14-5-14, FBC.
2. Intent. The Owner intends to provide high-quality education and therapy for all students with and without disabilities, through the development of the UCP Osceola Campus as a state-of-the-art educational and pediatric therapy facility serving approximately 430 children. The UCP Osceola Campus is designed to support a diverse range of educational

needs, including cutting-edge classrooms, advanced technology, and specialized resources designed to support students with disabilities alongside their peers in an inclusive environment. The UCP Osceola Campus will feature an enhanced pediatric therapy facility that will provide a range of services, including physical, occupational, and speech therapy, ensuring development and support for students.

3. Summary. The City finds that the Project is of significant economic or social importance to the City and the community at large, and warrants greater flexibility in the interpretation of the FBC to development of the Property. A substantial modification to the Project Site Plan and strict compliance with FBC requirements would greatly increase the cost of construction and would threaten the financial viability of this critical Project. The location and design of the Project are of great significance as being more economically feasible than what is typically considered code-compliant. Accordingly, certain flexibility in application of the FBC to the Project is considered necessary and appropriate. This Agreement is intended to outline specific design considerations and authorizations as set forth in Section 4 below (the “**Authorizations**”) to facilitate development of the Project, which are consistent with the overall design intent of the FBC area. All conditions contained herein are in addition to any and all requirements of the City's Code of Ordinances, the LDC and FBC, and the Florida Statutes, and are not intended to supersede any requirements contained therein except to the extent expressly provided herein.
4. Authorization. The following list provides the requested Authorizations of specific conditions related to the Property in accordance with code requirements, compliance, and deviations.

- a. **LDC Section 14-5-12(B)(5):**

Reference:

[https://library.municode.com/fl/kissimmee/codes/code\\_of\\_ordinances?nodeId=PTIILADECO\\_CH14-5FOSECO\\_14-5-12STMA](https://library.municode.com/fl/kissimmee/codes/code_of_ordinances?nodeId=PTIILADECO_CH14-5FOSECO_14-5-12STMA)

Requirement: Stormwater retention ponds must be placed in the rear or side yard, away from public rights-of-way, unless integrated into the design and featured as a site amenity.

Requested Deviation: The Project is situated adjacent to two public rights-of-way: Vine Street (primary frontage) and Oak Street (secondary frontage). Due to the unique drainage challenges of the Property, it was previously agreed upon with the City that Oak Street would serve as the primary frontage. The entire Property is located within the 100-year floodplain, and to develop the southern portion of the Property, the northern area must accommodate the detention pond and flood storage. Additionally, the Property’s width of only 300 feet presents a constraint, as it does not provide sufficient space for the pond to be located within the side yard while also meeting the minimum width requirements as mandated by state code. Given these factors, the Owner requests deviation from the FBC requirement



to allow the placement of the detention pond on the northern portion of the Property as proposed.

Authorization: Placement of detention pond on northerly portion of the Property is approved per the Site Plan and the Conditional Use Permit.

**b. LDC Section 14-5, Table 5-2:**

Reference:

[https://library.municode.com/fl/kissimmee/codes/code\\_of\\_ordinances?nodeId=PTIILADECO\\_CH14-5FOSECO\\_14-5-6SIST](https://library.municode.com/fl/kissimmee/codes/code_of_ordinances?nodeId=PTIILADECO_CH14-5FOSECO_14-5-6SIST)

Requirement: Buildings are required to be located along the primary street.

Requested Deviation: The Property fronts Vine Street, a primary arterial road that would typically be classified as the primary frontage. However, due to the unique needs of the proposed school, which will serve students with special needs, the Owner seeks to maximize the buffer between the building and the high-traffic conditions of Vine Street for the safety and well-being of the students. Additionally, the entire Property is located within the 100-year floodplain. The topography of the northern portion of the Property must be utilized for compensatory flood storage, which is essential for the Project's viability. As a result, the southern half of the Property must be used for building development, which naturally repositions Oak Street as the more appropriate primary frontage for the Project, in lieu of Vine Street.

Authorization: Oak Street is approved as the primary frontage for the Project as approved per the Site Plan and Conditional Use Permit.

5. Modifications. This Agreement may only be amended in writing by the Parties with approval by the City Commission.
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, as applicable.
7. Recording of Agreement. This Agreement shall be recorded in the Public Records of Osceola County, Florida and shall be construed as a covenant running with the land, and shall serve as notice to prospective purchasers, other interested parties and the public at large on notice as to the terms and provisions hereof.
8. Title and Authority. The Owner expressly warrants and represents to the City that it is the record owner of the Property and further represents and warrants that the undersigned individual executing this Agreement has full power and authority to execute and deliver this Agreement on behalf of the Owner. The Owner understands that the City is relying on such representations and warranties in entering into this Agreement.

9. **Public Records.** The Owner acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Owner shall keep and maintain public records required by the City in connection with the Owner's development of the Project on the Property.

**If any person has questions regarding the application of Chapter 119, Florida Statutes, to the Owner's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at telephone 407-518-2308, or email at [cityclerkemail@kissimmee.gov](mailto:cityclerkemail@kissimmee.gov) and address at 101 Church Street, Kissimmee, Florida 34741.**

- a. If the City's Custodian of Records requests records from the Owner, the Owner shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Owner shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Project subject to the terms of this Agreement if the Owner does not transfer the records to the City.
- c. Upon completion of the Project subject to the terms of this Agreement, the Owner shall transfer, at no cost to the City, all public records in possession of the Owner or keep and maintain public records required by the City in connection with the Owner's development of the Project on the Property. If the Owner transfers all public records to the City upon completion of the Agreement, the Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Owner keeps and maintains public records upon completion of the Agreement, the Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Agreement.
- d. Upon notice to the Owner of a request to inspect or copy public records relating to the City's agreement to provide the Authorizations, the Owner shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Owner does not comply with the City's request for records, such failure shall constitute a material breach and upon notice by the City to the Owner this Agreement shall terminate.

- f. If the Owner fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.1.
10. E-Verify. In compliance with Section 448.095, Fla. Stat., the Owner and its contractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. The Owner shall require each of its subcontractors to provide the Owner with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, the Owner shall maintain a copy of the contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The City, the Owner, or any contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section, shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a contractor knowingly violated the provisions of this section, but the Owner otherwise complied, shall promptly notify the Owner and the Owner shall immediately terminate the contract with the contractor.
- d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. The Owner acknowledges that upon termination of this Agreement by the City for a violation of this section by the Owner, the Owner may not be awarded a public contract for at least one (1) year. The Owner further acknowledges that the Owner is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e. Subcontracts. The Owner shall insert in any contracts the clauses set forth in this section, including this subsection, requiring the contractors to include these clauses in any lower tier subcontracts. The Owner shall be responsible for compliance by any contractor with the clauses set forth in this section.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the date first above written.

**THE CITY:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Mayor – Commissioner

Post Office Address:

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---

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ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney

*[SIGNATURE AND ACKNOWLEDGMENT CONTINUED ON FOLLOWING PAGE]*

**THE OWNER:**

**UNITED CEREBRAL PALSY OF CENTRAL  
FLORIDA, INC.,** a Florida non-profit corporation

By: Den E. Wilkins  
Name: Dr. Ilene Wilkins  
Title: President and Chief Executive Officer

Post Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

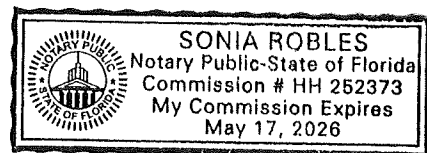
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me the undersigned authority this 28th day of January, 2025, [X ] in person or [ ] by online notarization, by Ilene Wilkins, the Chief Executive Officer of UNITED CEREBRAL PALSY OF CENTRAL FLORIDA, INC., a Florida non-profit corporation, on behalf of the corporation. She either is [ ] personally known to me or [ ] who has produced a Drivers License as identification.

Sonia Robles  
Notary Public, State of Florida  
Name: Sonia Robles  
Commission Number: HH 252373  
My commission expires: May 17, 2026

[NOTARY SEAL]



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

The Land referred to herein below is situated in the County of Osceola, State of Florida, and is described as follows:

**Legal 2:**

Lots 5 thru 8 and the West 90 feet of Lots 1 thru 4, Less the North 23 feet of Lot 5 and Less the North 23 feet of the West 90 feet of Lot 4, for Road Right of Way, Block B, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, according to the plat thereof as recorded in Plat Book A, Page 13, of the Public Records of Osceola County, Florida, together with that certain unnamed alley abutting Lots 5, 6, 7 and 8 on the East and Lots 1, 2, 3 and 4 on the West, also the North 17.5 feet of Vacated Cherry Street abutting Lot 8 and the West 90 feet of Lot 1.

LESS AND EXCEPT right of way conveyed in Official Records Book 95, page 494, of the Public Records of Osceola County, Florida; and

**Legal 3:**

Lots 5 thru 8 and the West 90 feet of Lots 1 thru 4, Block E, and Vacated Alley abutting Lots 5, 6, 7 and 8 on the East and abutting the West 90 feet of Lots 1, 2, 3 and 4, on the West and that portion of vacated Cherry Street and Vacated Orange Street abutting said Block E, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, according to the plat thereof as recorded in Plat Book A, Page 13, of the Public Records of Osceola County, Florida; and

**Legal 4:**

Lots 5 thru 8 and the West 90 feet of Lots 1 thru 4, Block H, and Vacated Alley abutting Lots 5, 6, 7 and 8 on the East and abutting Lots 1, 2, 3 and 4 on the West, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, according to the plat thereof as recorded in Plat Book A, Page 13 of the public records of Osceola County, Florida, also the South 15 feet of Vacated Orange Street and the North 15 feet of Vacated Magnolia Street abutting said lots; and

**Legal 5:**

Lots 5 thru 8 and the West 90 feet of Lots 1 thru 4, Block K, also Vacated Alley abutting Lots 5, 6, 7 and 8 on the East and abutting Lots 1, 2, 3 and 4 on the West, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, according to the plat thereof as recorded in Plat Book A, Page 13 of the Public records of Osceola County, Florida, also the South 15 feet of Vacated Magnolia Street abutting the West 90 feet of Lot 4 and Lot 5.

LESS AND EXCEPT the South 28.5 feet of Block "K", less the East 110 feet thereof, of R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY.

THE ABOVE LEGALS 2, 3, 4, AND 5 ARE ALSO DESCRIBED AS: (Legal description as written by Surveyor)

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING LOTS 6-8 AND A PORTION OF 1-5, BLOCK B, TOGETHER WITH LOTS 5-8 AND A PORTION OF LOTS 1-4, BLOCK E, TOGETHER WITH LOTS 5-8 AND A PORTION OF LOTS 1-4, BLOCK H, TOGETHER WITH LOTS 5-7 AND A PORTION OF LOTS 1-4 AND LOT 8, BLOCK K, R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 13, ALL OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, TOGETHER WITH THOSE PORTIONS OF VACATED ALLEY, VACATED CHERRY STREET, VACATED ORANGE STREET, AND VACATED MAGNOLIA STREET ABUTTING SAID LOTS, PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 235, PAGE 470, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 192 AND THE EAST RIGHT OF WAY LINE OF UNION STREET; THENCE RUN S88°42'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 310.65 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S00°15'52"W, A DISTANCE OF 1,211.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OAK STREET; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH RIGHT OF WAY LINE: RUN S86°31'50"W, A DISTANCE OF 244.34 FEET; THENCE RUN N89°12'02"W, A DISTANCE OF 59.95 FEET; THENCE RUN N44°12'02"W, A DISTANCE OF 9.91 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY LINE OF UNION STREET; THENCE RUN N00°16'11"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1,225.67 FEET TO THE POINT OF BEGINNING.

# EXHIBIT B

## SITE PLAN

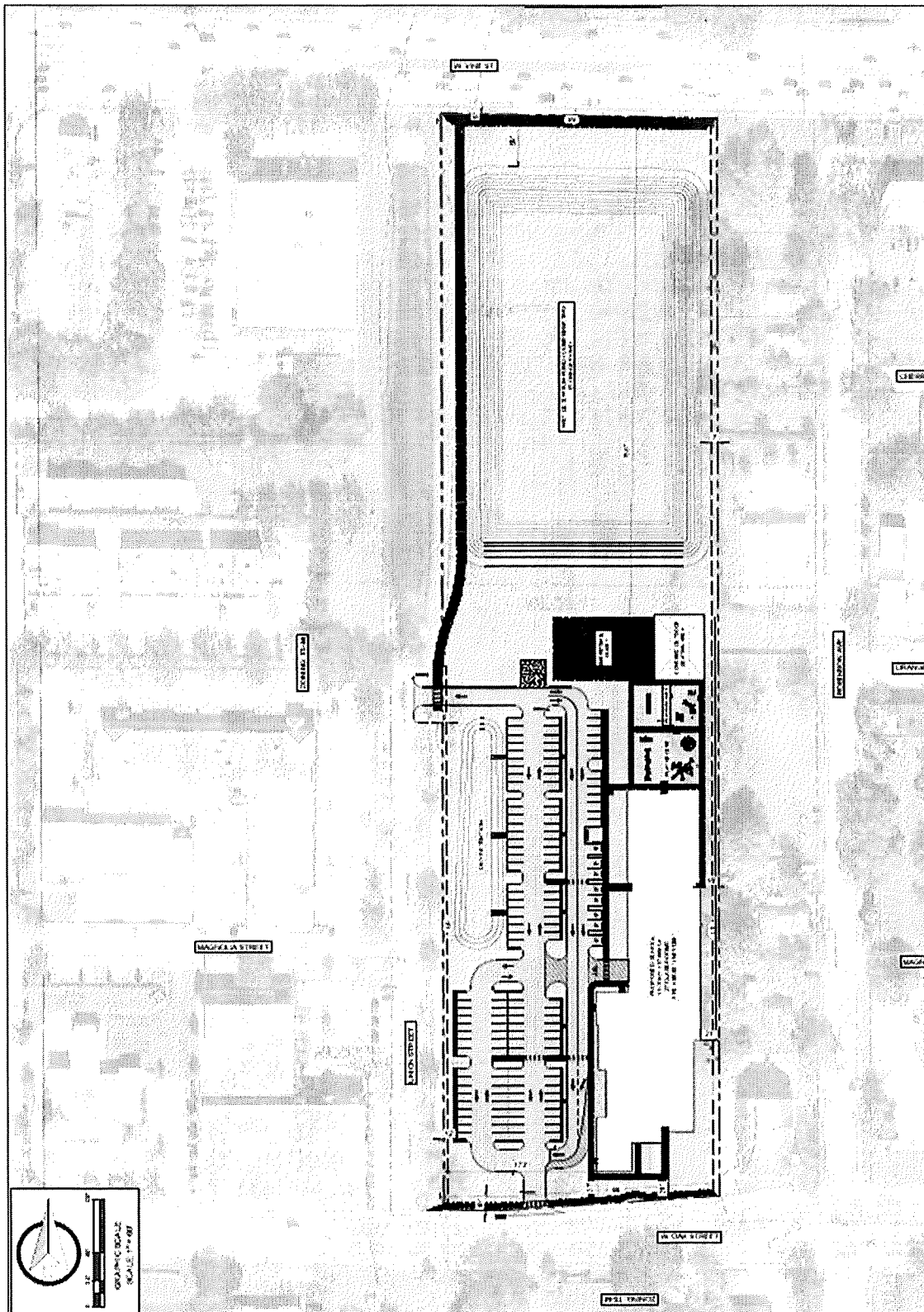


Exhibit B – Site Plan



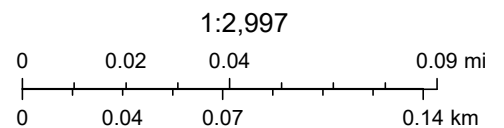
# UCP Osceola Campus



January 3, 2025

- Address Points
- Parcels
- Road Centerlines
- City Limits
- CITY
- COUNTY

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 60cm Resolution Metadata
- World Street Map



State of Florida, Maxar, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

## **ITEM 7.G**

### **Interlocal Agreement between the City of Kissimmee and the Vine Street Community Redevelopment Agency regarding Bond Funding**

#### **Request**

Approval of an Interlocal Agreement between the Vine Street Kissimmee Community Redevelopment Agency (CRA) and the City of Kissimmee, Contract #20250168, for the portion of the Series 2024 Capital Improvement Refunding Revenue Bonds associated with the Vine Street Kmart Site Acquisition.

#### **Explanation**

On October 31, 2024 the City purchased the Vine Street Kmart Site located at 2211 West Vine Street. The City spent a portion of the Series 2024 Bonds to make that acquisition. The debt was structured with the intent that CRA revenues would be used for the Kmart Project portion of the bonds. This Agreement obligates the CRA to use its Tax Increment Revenue to reimburse the City for the costs of the site.

#### **Recommendation**

Approval of the Interlocal Agreement with the Vine Street CRA for the portion of the Series 2024 Capital Improvement Refunding Revenue Bonds associated with the Vine Street Kmart Site Acquisition.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Economic Development

Presenter:

#### **Attachment(s):**

1. (S) Interlocal Agreement - Vine St. CRA-City - 2024 Bonds (02767589-3)

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF KISSIMMEE, FLORIDA  
AND THE CITY OF KISSIMMEE  
VINE STREET COMMUNITY REDEVELOPMENT AGENCY**

This Interlocal Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF KISSIMMEE, FLORIDA, a Florida municipal corporation (the "City"), and the CITY OF KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic (the "Vine Street CRA").

WITNESSETH:

WHEREAS, the City Commission of the City created the Vine Street Community Redevelopment Agency on June 5, 2012, by adopting Resolution No. 12-2012 (the "CRA Resolution") and established the funding of a Redevelopment Trust Fund through the enactment of Ordinance No. 2839 on November 6, 2012, as amended and supplemented from time to time (collectively, the "Trust Fund Ordinance") for the purpose of carrying out redevelopment pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City has found areas within its boundaries to be blighted, and in need of redevelopment; and

WHEREAS, the relevant blighted areas for purposes of this Agreement are known as the "Vine Street Community Redevelopment Area" as designated by the CRA Resolution; and

WHEREAS, the City has adopted a community redevelopment plan to provide for various redevelopment projects to be funded by tax increment revenues (the "Redevelopment Plan"); and

WHEREAS, such Redevelopment Plan expires on November 6, 2042; and

WHEREAS, the City has, and intends to continue to, expend resources in furtherance of community redevelopment, and to assist the Vine Street CRA in carrying out its responsibilities; and

WHEREAS, on October 9, 2024, pursuant to Resolution No. 23-2024, as supplemented by Resolution No. 24-2024 (together, the "2024 Bond Documents"), each adopted by the City Commission of the City on September 17, 2024, the City issued its Capital Improvement Revenue Bonds, Series 2024A and its Taxable Capital Improvement Revenue Bonds, Series 2024B (the "2024B Bonds"); and



WHEREAS, the proceeds of the 2024B Bonds will be used to finance the cost of the acquisition of certain lands and structures for ownership by the City within the Vine Street Community Redevelopment Area as contemplated by the Redevelopment Plan (the “2024B CRA Project”), and to pay costs of issuance related to the 2024B Bonds; and

WHEREAS, as a result of the issuance of the 2024B Bonds by the City on behalf of the Vine Street CRA, the City and the Vine Street CRA desire to enter into this Agreement; and

WHEREAS, pursuant to the 2024 Bond Documents, the 2024B Bonds are payable solely from the Pledged Funds (as defined in the 2024 Bond Documents) to the extent and as provided in the 2024 Bond Documents; and

WHEREAS, except with regard to the Vine Street CRA’s obligations pursuant to this Agreement, tax increment revenues are not subject to any other pledge or lien, and are free from all encumbrances; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Vine Street CRA shall reimburse the City for costs incurred by the City in furtherance of community redevelopment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City. To the extent permitted by the Redevelopment Act, the Vine Street CRA shall reimburse the City for all costs incurred by the City on behalf of the Vine Street CRA in connection with the issuance of the 2024B Bonds (and any bonds issued to refund the 2024B Bonds for debt service savings) as described in Section 3.C. hereof. In the event tax increment revenues are not sufficient to immediately reimburse the City for these payments, then, in addition to the amounts due the City as described in the immediately preceding sentence, the Vine Street CRA shall pay the same interest rate due on the 2024B Bonds on amounts paid by the City from the date paid by the City until and including the date reimbursed by the Vine Street CRA.

3. Financing.

A. The City’s issuance of the 2024B Bonds are authorized by and in accordance with the 2024 Bond Documents for the purpose of financing the 2024B CRA Project and for other lawful purposes authorized by the 2024 Bond Documents. The debt service on the 2024B Bonds is not secured by any amounts pledged to the City hereunder.

B. In consideration of the payment of the tax increment revenues by the Vine Street CRA to the City to pay the 2024B Bonds, the City has financed the cost of the 2024B CRA Project through the issuance of the 2024B Bonds pursuant to the 2024 Bond Documents.

C. Upon execution of this Agreement and thereafter immediately upon receipt, the Vine Street CRA shall deposit or cause to be deposited tax increment revenues received by the Vine Street CRA with the City in amounts sufficient to pay the following (collectively, the "CRA Obligations"):

(i) all principal, interest and any other amounts paid and not previously reimbursed by the Vine Street CRA or payable each fiscal year on the 2024B Bonds (as provided in Exhibit A hereto) pursuant to the 2024 Bond Documents by reason of the issuance of the 2024B Bonds; and

(ii) all amounts necessary to reimburse the City for amounts advanced or expended by it to pay any of the items mentioned in clause (i) above and any interest thereon as prescribed in Section 2 hereof.

The obligation to transfer the tax increment revenues to the City to pay the CRA Obligations specified in clauses (i) and (ii) above shall survive the date on which the 2024B Bonds are no longer due and owing under the 2024 Bond Documents.

D. In order to secure its indebtedness to the City for the CRA Obligations, the Vine Street CRA hereby pledges to the City the tax increment revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas subsequently established by the Vine Street CRA are not pledged in any manner to secure the CRA Obligations.

E. The Vine Street CRA is presently entitled to receive the tax increment revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment revenues, and the Vine Street CRA will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(24), Florida Statutes) to appropriate its proportionate share of the tax increment revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby to the extent as described herein. The Vine Street CRA and the City shall be unconditionally and irrevocably obligated so long as the 2024B Bonds are outstanding, and until the payment in full by the Vine Street CRA of its indebtedness to the City for the CRA Obligations, to take all lawful action necessary

or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the tax increment revenues as now or later required by law, and to make or cause to be made any deposits of tax increment revenues or other funds required by this Agreement and the 2024 Bond Documents.

F. The Vine Street CRA does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in the 2024 Bond Documents and this Agreement, including payment of the CRA Obligations.

4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

5. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

7. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

8. City Commission Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the 2024B Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Commission of the City, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission of the City under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Commission of the City are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the 2024B Bonds on the part of the City.

9. Board Members of the Vine Street CRA Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the 2024B Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any

board members of the Vine Street CRA, past, present or future, either directly or through the Vine Street CRA it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Vine Street CRA under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Vine Street CRA are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

10. Obligations Limited. By execution of this Agreement, the Vine Street CRA hereby consents to all the provisions of the 2024 Bond Documents as they pertain to the 2024B Bonds. The obligation to pay to the City the CRA Obligations shall not be deemed to constitute a debt of the Vine Street CRA or a pledge of the faith and credit of the Vine Street CRA, but, such CRA Obligations shall be payable solely from the tax increment revenues to be received by the Vine Street CRA pursuant to the Redevelopment Act. The Vine Street CRA has no taxing power.

11. Eligibility to Receive Tax Increment Revenues. The Vine Street CRA shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order to receive tax increment revenues and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the 2024B Bonds issued under the 2024 Bond Documents are outstanding and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

Date: \_\_\_\_\_, 2025

CITY OF KISSIMMEE, FLORIDA

\_\_\_\_\_  
Mayor-Commissioner

THE CITY OF KISSIMMEE VINE STREET  
COMMUNITY REDEVELOPMENT  
AGENCY

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
City Attorney



## EXHIBIT A

BOND DEBT SERVICE

City of Kissimmee, Florida  
Taxable Capital Improvement Revenue Bonds, Series 2024B  
\*\* Final Pricing Numbers \*\*

Dated Date 10/09/2024  
Delivery Date 10/09/2024

| Period<br>Ending | Principal  | Interest      | Debt Service  | Annual<br>Debt Service |
|------------------|------------|---------------|---------------|------------------------|
| 04/01/2025       |            | 343,710.71    | 343,710.71    |                        |
| 10/01/2025       | 145,000    | 359,697.25    | 504,697.25    | 848,407.96             |
| 04/01/2026       |            | 356,688.50    | 356,688.50    |                        |
| 10/01/2026       | 135,000    | 356,688.50    | 491,688.50    | 848,377.00             |
| 04/01/2027       |            | 353,921.00    | 353,921.00    |                        |
| 10/01/2027       | 140,000    | 353,921.00    | 493,921.00    | 847,842.00             |
| 04/01/2028       |            | 351,044.00    | 351,044.00    |                        |
| 10/01/2028       | 145,000    | 351,044.00    | 496,044.00    | 847,088.00             |
| 04/01/2029       |            | 348,006.25    | 348,006.25    |                        |
| 10/01/2029       | 150,000    | 348,006.25    | 498,006.25    | 846,012.50             |
| 04/01/2030       |            | 344,826.25    | 344,826.25    |                        |
| 10/01/2030       | 160,000    | 344,826.25    | 504,826.25    | 849,652.50             |
| 04/01/2031       |            | 341,330.25    | 341,330.25    |                        |
| 10/01/2031       | 165,000    | 341,330.25    | 506,330.25    | 847,660.50             |
| 04/01/2032       |            | 337,642.50    | 337,642.50    |                        |
| 10/01/2032       | 315,000    | 337,642.50    | 652,642.50    | 990,285.00             |
| 04/01/2033       |            | 330,460.50    | 330,460.50    |                        |
| 10/01/2033       | 330,000    | 330,460.50    | 660,460.50    | 990,921.00             |
| 04/01/2034       |            | 322,854.00    | 322,854.00    |                        |
| 10/01/2034       | 345,000    | 322,854.00    | 667,854.00    | 990,708.00             |
| 04/01/2035       |            | 314,815.50    | 314,815.50    |                        |
| 10/01/2035       | 365,000    | 314,815.50    | 679,815.50    | 994,631.00             |
| 04/01/2036       |            | 306,128.50    | 306,128.50    |                        |
| 10/01/2036       | 380,000    | 306,128.50    | 686,128.50    | 992,257.00             |
| 04/01/2037       |            | 296,989.50    | 296,989.50    |                        |
| 10/01/2037       | 400,000    | 296,989.50    | 696,989.50    | 993,979.00             |
| 04/01/2038       |            | 287,269.50    | 287,269.50    |                        |
| 10/01/2038       | 420,000    | 287,269.50    | 707,269.50    | 994,539.00             |
| 04/01/2039       |            | 276,748.50    | 276,748.50    |                        |
| 10/01/2039       | 440,000    | 276,748.50    | 716,748.50    | 993,497.00             |
| 04/01/2040       |            | 265,726.50    | 265,726.50    |                        |
| 10/01/2040       | 460,000    | 265,726.50    | 725,726.50    | 991,453.00             |
| 04/01/2041       |            | 254,203.50    | 254,203.50    |                        |
| 10/01/2041       | 485,000    | 254,203.50    | 739,203.50    | 993,407.00             |
| 04/01/2042       |            | 241,569.25    | 241,569.25    |                        |
| 10/01/2042       | 510,000    | 241,569.25    | 751,569.25    | 993,138.50             |
| 04/01/2043       |            | 228,283.75    | 228,283.75    |                        |
| 10/01/2043       | 535,000    | 228,283.75    | 763,283.75    | 991,567.50             |
| 04/01/2044       |            | 214,347.00    | 214,347.00    |                        |
| 10/01/2044       | 565,000    | 214,347.00    | 779,347.00    | 993,694.00             |
| 04/01/2045       |            | 199,628.75    | 199,628.75    |                        |
| 10/01/2045       | 595,000    | 199,628.75    | 794,628.75    | 994,257.50             |
| 04/01/2046       |            | 183,980.25    | 183,980.25    |                        |
| 10/01/2046       | 625,000    | 183,980.25    | 808,980.25    | 992,960.50             |
| 04/01/2047       |            | 167,542.75    | 167,542.75    |                        |
| 10/01/2047       | 655,000    | 167,542.75    | 822,542.75    | 990,085.50             |
| 04/01/2048       |            | 150,316.25    | 150,316.25    |                        |
| 10/01/2048       | 690,000    | 150,316.25    | 840,316.25    | 990,632.50             |
| 04/01/2049       |            | 132,169.25    | 132,169.25    |                        |
| 10/01/2049       | 730,000    | 132,169.25    | 862,169.25    | 994,338.50             |
| 04/01/2050       |            | 112,970.25    | 112,970.25    |                        |
| 10/01/2050       | 765,000    | 112,970.25    | 877,970.25    | 990,940.50             |
| 04/01/2051       |            | 92,659.50     | 92,659.50     |                        |
| 10/01/2051       | 805,000    | 92,659.50     | 897,659.50    | 990,319.00             |
| 04/01/2052       |            | 71,286.75     | 71,286.75     |                        |
| 10/01/2052       | 850,000    | 71,286.75     | 921,286.75    | 992,573.50             |
| 04/01/2053       |            | 48,719.25     | 48,719.25     |                        |
| 10/01/2053       | 895,000    | 48,719.25     | 943,719.25    | 992,438.50             |
| 04/01/2054       |            | 24,957.00     | 24,957.00     |                        |
| 10/01/2054       | 940,000    | 24,957.00     | 964,957.00    | 989,914.00             |
|                  | 14,140,000 | 14,617,577.46 | 28,757,577.46 | 28,757,577.46          |

## **ITEM 7.H**

### **Disposal of City Assets**

#### **Request**

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

#### **Explanation**

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned, junked or scrapped and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. online auction.

There are several vehicles on the list that may fulfill requests the City has received from several city governments in Puerto Rico for consideration to sell to them prior to sending the vehicles to auction. Staff will work with the requestors to determine if any of these vehicles meet their needs and whether a fair market value price can be agreed upon.

#### **Recommendation**

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to either sell them at fair market value to other municipal governments or send those items to the auction for disposition.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Finance

Presenter:

#### **Attachment(s):**

1. February 2025 Asset Disposal

**City of Kissimmee**  
**Surplus Property Auction List**  
**Feb-25 GIDEON AUCTIONEERS**

| AUCT#    | ITEM & DESCRIPTION                 | MODEL | SERIAL #          | CITY # |
|----------|------------------------------------|-------|-------------------|--------|
| PD381    | 2006 FORD CROWN VICTORIA PD381     |       | 2FAHP71W06X145534 | 19747  |
| POLICE   | MISC ITEMS FROM PD381              |       |                   | N/A    |
| PD441    | 2007 FORD CROWN VICTORIA PD441     |       | 2FAFP71W07X142917 | 20132  |
| POLICE   | MISC ITEMS FROM PD441              |       |                   | N/A    |
| PD488    | 2002 GMC ENVOY PD488               |       | 16KDS13SX22372827 | 20690  |
| PD516    | WANCO SPEED TRAILER PD516          |       | 5F15S0914A1001173 | 21536  |
| PD579    | 2014 MESSAGE/SPEED TRAILER PD579   |       | 1RBR1214EJ482043  | 23145  |
| PD691    | 2019 FORD EXPLORER PD691           |       | 1FM5K8AR1KGB43962 | 24827  |
| ST139    | POWER TRACK AEBI MOWER ST139       |       | 11039 / SH7460880 | 16990  |
| ST174    | 2016 MOWERMAX FLEXWING MOWER ST174 |       | MMFW16008         | 23572  |
| POLICE   | MISC ITEMS FROM PD691              |       |                   | N/A    |
| POLICE   | KONA SAFARILAND BIKE               |       | F1101K3292        | 22500  |
| POLICE   | KONA SAFARILAND BIKE               |       | F1101K3199        | 22488  |
| POLICE   | KONA SAFARILAND BIKE               |       | F1101K3165        | 22498  |
| POLICE   | KONA SAFARILAND BIKE               |       | F1101K3262        | 22492  |
| POLICE   | KONA SAFARILAND BIKE               |       | F1101K3265        | 22495  |
| POLICE   | KONA SAFARILAND BIKE               |       | F1101K3193        | 22501  |
| POLICE   | KONA SAFARILAND BIKE               |       | F1101K3251        | 22493  |
| PW/FLEET | BLACK TOOL BOX                     |       |                   | 22912  |
| PW/FLEET | BLACK TOOL BOX                     |       |                   | 22916  |
| PW/FLEET | BLACK TOOL BOX                     |       |                   | 22909  |
| PW/FLEET | BLACK TOOL BOX                     |       |                   | 22910  |
| PW/FLEET | BLACK TOOL BOX                     |       |                   | 22911  |
| PW/FLEET | BLACK TOOL BOX                     |       |                   | N/A    |
| PW/FLEET | BLACK TOOL BOX                     |       |                   | N/A    |
| PW/FLEET | BLACK TOOL BOX                     |       |                   | N/A    |

|          |                        |  |             |     |
|----------|------------------------|--|-------------|-----|
| PW/SW DR | BOAT MOTOR MERCURY 25  |  | 10-9L05-2L8 | N/A |
| PW/SW DR | BOAT MOTOR JOHNSON 15  |  | 318928-2    | N/A |
| PW/SW DR | BOAT MOTOR 9.8 MERCURY |  | 37-7632     | N/A |
|          |                        |  |             |     |
|          |                        |  |             |     |

**City of Kissimmee**  
**Surplus Property Auction List**  
**Feb-25 JUNKED**

| AUCT#      | ITEM & DESCRIPTION                          | MODEL | SERIAL #   | CITY # |
|------------|---------------------------------------------|-------|------------|--------|
| CITY CLERK | MINIATURE CARDIOID REMOTE MICROPHONE & CASE |       |            | N/A    |
| CITY CLERK | DELL LAPTOP CASE (2)                        |       |            | N/A    |
| CITY CLERK | LANIER CASSETTE RECORDER                    |       |            | 12703  |
| CITY CLERK | SENNHEISER RADIO (6) & MICROPHONES          |       |            | N/A    |
| CITY CLERK | WD EASY STORE - COMM VAULT SQL PNP2         |       |            | N/A    |
| CITY CLERK | SHURE MICROPHONES PROFESSIONAL (5)          |       |            | N/A    |
| CITY CLERK | EMBARK BAGS (2)                             |       |            | N/A    |
| CITY CLERK | PANASONIC CASSETTE RECORDER (2)             |       |            | N/A    |
| CITY CLERK | MICROPHONES (3) GOLD TONE                   |       |            | N/A    |
| CITY CLERK | SONY CASSETTE RECORDER                      |       |            | N/A    |
| CITY CLERK | MAXTOR PERSONAL STORAGE & CABLES            |       |            | N/A    |
| CITY CLERK | BROTHER ELECTRIC TYPEWRITER                 | EM430 |            | N/A    |
| CITY CLERK | DELL KEYBOARD (2)                           |       |            | N/A    |
| FINANCE    | 2 OFFICE CHAIRS                             |       |            | N/A    |
| FINANCE    | 3 DRAWER FILE CABINET                       |       |            | N/A    |
| POLICE     | DIAMONDBACK BALLISTIC SHIELD                |       | 1367740    | 23298  |
| POLICE     | PROTECH BALLISTIC SHIELD                    |       | 0602INT92  | 19793  |
| POLICE     | PROTECH BALLISTIC SHIELD                    |       | 0305INT200 | 18115  |
| POLICE     | PROTECH BALLISTIC SHIELD                    |       | 0306INT199 | 18116  |
| POLICE     | PROTECH BALLISTIC SHIELD                    |       | 0206INT226 | 17492  |
| POLICE     | PROTECH BALLISTIC SHIELD                    |       | 0509TNT373 | 18555  |
| POLICE     | APX MOTOROLA RADIO                          |       | 481CQP2717 | 22923  |
|            |                                             |       |            |        |
|            |                                             |       |            |        |

## ITEM 7.I

### Change Order to Increase the Funding and Extend the Completion Date for the Rehabilitation of 1703 Smith Street

#### Request

Approval of Change Order #1 and #2, contract #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 1703 Smith Street.

#### Explanation

On October 1, 2024, the City Commission approved the rehabilitation of the property located at 1703 Smith Street, Kissimmee, FL 34741. The agreement stated an amount of \$65,659.20 and a completion date of December 27, 2024. However, the Council on Aging (COA), which is acting as the contractor on this project, was recently advised that the house needed additional electrical work due to substandard panels, wiring, and smoke detectors to bring it up to code.

The COA is requesting that the City increase the project budget by an additional \$4,574.00 and extend the completion deadline to April 30, 2025.

The Owner-Occupied Rehabilitation Agreement between the City, Osceola Council on Aging, and the property owner, Rosemary Holt, will be amended accordingly and given to the Mayor for her signature at a later time.

#### Financial Information

| Account #       | Project #                             | Increase / Decrease | Budget | Actual |
|-----------------|---------------------------------------|---------------------|--------|--------|
| 11225103 503434 | SHIP 2021 - Rehab Construction String | Decrease            | 4,574  | 4,574  |

#### Financial Summary:

There is no fiscal impact on the General Fund since this is a grant funded project.

#### Recommendation

Approve Change Order #1 and #2, contract #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 1703 Smith Street.

#### REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services  
Presenter:

City of Kissimmee

**Attachment(s):**

1. Change Order #001
2. Change Order #002



**EXHIBIT E**  
**CHANGE ORDER #** 001

|                         |                                      |
|-------------------------|--------------------------------------|
| <b>OWNER NAME</b>       | Rosemary Holt                        |
| <b>PROPERTY ADDRESS</b> | 1703 SMITH STREET                    |
| <b>CONTRACTOR NAME</b>  | OSCEOLA COUNTY COUNCIL ON AGING INC. |

The Contract for Rehabilitation Work entered into on SEPTEMBER 12, 2024 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

| ITEM                             | DESCRIPTION OF WORK TO BE CHANGED                                                    | AMOUNT            |
|----------------------------------|--------------------------------------------------------------------------------------|-------------------|
| 1.                               | Additional electrical work due to sub-standard panels, wiring and smoke detectors to | \$4,574.00        |
| 2.                               | bring to codes.                                                                      |                   |
| 3.                               |                                                                                      |                   |
| <b>TOTAL CHANGE ORDER AMOUNT</b> |                                                                                      | <b>\$4,574.00</b> |

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$ \$4,574.00 for a new total of \$ 70,233.20.

The work completion deadline is 12/27/24. The deadline is: ☒ extended to 03/30/25 ☐ not extended

 01/03/2025

Rosa Holt 1/26/2025

Contractor Signature

Date

Owner Signature

Date

**City of Kissimmee:**

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

\_\_\_\_\_  
Frances De Jesús                      Date  
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

\_\_\_\_\_  
Frances De Jesús                      Date  
Housing & Community Development Manager

**EXHIBIT E**  
**CHANGE ORDER #** 002

|                         |                                      |
|-------------------------|--------------------------------------|
| <b>OWNER NAME</b>       | Rosemary Holt                        |
| <b>PROPERTY ADDRESS</b> | 1703 SMITH STREET                    |
| <b>CONTRACTOR NAME</b>  | OSCEOLA COUNTY COUNCIL ON AGING INC. |

The Contract for Rehabilitation Work entered into on SEPTEMBER 12, 2024 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

| ITEM                             | DESCRIPTION OF WORK TO BE CHANGED                                          | AMOUNT |
|----------------------------------|----------------------------------------------------------------------------|--------|
| 1.                               | Owner requests deadline extension for Housing Rehabilitation to 4/30/2025. | 0.00   |
| 2.                               |                                                                            |        |
| 3.                               |                                                                            |        |
| <b>TOTAL CHANGE ORDER AMOUNT</b> |                                                                            | 0.00   |

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$0.00 for a new total of \$70,233.20.

The work completion deadline is 12/27/24. The deadline is: ☒ extended to 04/30/2025 ☐ not extended

|                                                                                   |                   |                                                                                    |      |
|-----------------------------------------------------------------------------------|-------------------|------------------------------------------------------------------------------------|------|
|  | <u>02/03/2025</u> |  |      |
| Contractor Signature                                                              | Date              | Owner Signature                                                                    | Date |

**City of Kissimmee:**

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

\_\_\_\_\_  
Frances De Jesús                      Date  
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

\_\_\_\_\_  
Frances De Jesús                      Date  
Housing & Community Development Manager

## ITEM 7.J

### Subrecipient Agreement with Habitat for Humanity of Greater Orlando & Osceola County, Inc. to Construct New Housing

#### Request

Approve and execute the State Housing Initiatives Partnership (SHIP) Program Agreement, contract number #20240038, between the City of Kissimmee and Habitat for Humanity of Greater Orlando & Osceola County, Inc. to construct two affordable homes on Lincoln Street.

#### Explanation

Habitat for Humanity of Greater Orlando & Osceola County, Inc. submitted a funding application to request \$75,000 to assist with the construction cost of two homes located on Lincoln Street - 599 Lincoln Street and 623 Lincoln Street.

The Local Housing Assistance Plan (LHAP) which covers the years 2022 through 2024 includes New Construction of Infill Housing for Sale as a strategy under the City's SHIP program. City staff reviewed the application, and determined that the request meets the requirements of the strategy as described in the LHAP. Under this strategy, the developer, in this case Habitat for Humanity, will receive a deferred loan in the amount of \$75,000 (\$37,500 per unit) to assist in the development and construction of the two lots. Once the construction is completed, before the sale of the units to income eligible homebuyers, the deferred loan will be forgiven and a restrictive covenant will be placed on each of the properties. The restrictive covenants will ensure the properties remain affordable for 10 years after they are purchased.

This project is being funded by the SHIP Program. It is part of the Habitat's Builders Blitz 2025.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget | Actual |
|-----------------|-----------|---------------------|--------|--------|
| 11225108 508282 | SHIP2022  | Decrease            | 75,000 | 75,000 |

#### Financial Summary:

There is no financial impact on the General Fund since this is a grant-funded project.

#### Recommendation

Approve and execute the State Housing Initiatives Partnership (SHIP) Program Agreement, contract number #20240038, between the City of Kissimmee and Habitat for Humanity of Greater Orlando & Osceola County, Inc. to construct two affordable homes on Lincoln Street.

#### REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Development Services

Presenter:

**Attachment(s):**

1. (S) Lincoln St SHIP Habitat Agmt

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
AGREEMENT BETWEEN  
THE CITY OF KISSIMMEE AND HABITAT FOR HUMANITY GREATER ORLANDO &  
OSCEOLA COUNTY, INC.  
(LINCOLN STREET AFFORDABLE HOMES)**

**THIS AGREEMENT** (the "Agreement"), entered into on \_\_\_\_\_, by and between **CITY OF KISSIMMEE**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as "City"), and **HABITAT FOR HUMANITY GREATER ORLANDO & OSCEOLA COUNTY, INC.**, a Florida not for profit organization, with a principal address of 4116 Silver Star Road, Orlando, FL 32808 (hereinafter referred to as "**Habitat**").

**WITNESSETH:**

**WHEREAS**, the City has secured State Housing Initiatives Partnership (SHIP) Program funds from the State of Florida; and

**WHEREAS**, the City has made these SHIP funds available for the construction of new affordable housing projects; and

**WHEREAS**, the City allocated \$75,000 in SHIP funds for the construction of Habitat's for-sale housing project known as Lincoln Street Affordable Homes ("the Project") which is located on property owned by Habitat and which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Habitat has agreed that two (2) of the units (the "SHIP Assisted Units") shall be affected by the for-sale and affordability requirements as more fully set forth herein; and

**WHEREAS**, the City wishes to assist in the provision of affordable housing by making a deferred loan in the principal amount of Seventy-Five Thousand and No Cents (\$75,000) (the "Loan") in SHIP funds to Habitat; and

**WHEREAS**, Habitat and the City have negotiated the terms and conditions of this Agreement and wish to enter into same to establish the terms and conditions for the disbursement of the Loan.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and Habitat agree as follows:

**SECTION 1. DEFINITIONS**

As used herein, the following words and terms, whether capitalized or not, shall have the following meanings, unless the context demands otherwise:

1. Affordable - means that monthly mortgage payments do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.
2. Affordability Period - means that the SHIP-assisted units shall remain Affordable for ten (10) years from the date of Project Completion.
3. Annual Income - means the projected annual income for a household, or more specifically, the gross amount of wages, income from assets, regular cash or non-cash contributions, and any other resources and benefits determined to be income by HUD, as defined in 24 CFR §5.609.
4. Eligible Person or Eligible Household - means one or more natural persons or a family who is determined by Habitat and verified by the City to be within the income requirements for this project. The income limits are based on those published annually by HUD.
5. FHFC - means the Florida housing Finance Corporation, its successors or assigns.
6. Loan Documents - means this SHIP Agreement, the Note, the Mortgage, Declaration of Restrictive Covenant and all agreements, exhibits, or attachments to each of the foregoing, referenced therein or executed or delivered pursuant hereto or in connection with or arising under the loan contemplated hereby.
7. Note - means that certain promissory note of even date with the Loan Documents given by both Habitat to the City evidencing the loan contemplated by this Agreement.
8. Project- means the construction of the Property in which two (2) affordable units will be constructed with SHIP funds and sold at or below 80% AMI according to the income limits published annually by HUD based upon the Annual Income of the household.
9. Project Completion - means that the construction of the Property contemplated under this Agreement has been completed; the Property meets all SHIP Program regulations, and the requirements of the SHIP Regulations as stated in Statute 420.907-9079, Rule 67-37, and the adopted Local Housing Assistance Plan for the City of Kissimmee for FY2022-2025; and the project is sold and occupied in accordance with the terms of this Agreement.
10. Eighty Percent Income – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed eighty percent (80%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families.
11. Very Low Income – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed fifty percent (50%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families.

Other terms herein which have not been defined shall have the definition, meaning and intent given them in the SHIP Regulations as stated in Statute 420.907-9079, Rule 67-37, and the adopted Local Housing Assistance Plan for the City of Kissimmee for FY2022-2025, or as cross-referenced therein, or their ordinary dictionary meaning as the context so requires.

## **SECTION 2. USE OF SHIP FUNDS AND LOAN AMOUNT**

1. Recitals: The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. Use of Funds: Under the terms and conditions of this Agreement and the other documents executed in connection with this Agreement, the City agrees to loan Habitat SHIP funds in the amount of **Seventy-Five Thousand and 00/Dollars and 00/100 (\$75,000.00)** towards the construction of the Property, as more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference.

The Property shall be 100% constructed no later than **May 1, 2025**, and two (2) of the assisted units sold to and occupied by Eligible Persons at Affordable mortgages no later than **June 30, 2025**.

A list of tasks to be performed and a budget for the use of these SHIP funds is described in **Exhibit "B"** (the "Budget"), which is attached hereto and made a part hereof by this reference. Habitat shall expend the SHIP funds only for those items as set forth in the Budget and as permitted under the SHIP regulations as set forth in Statute 420.907-9079, Rule 67-37, and the adopted Local Housing Assistance Plan for the City of Kissimmee for FY2022-2025. Habitat shall not use any SHIP funds for prohibited purposes. Habitat acknowledges and agrees that any SHIP funds not used in accordance with this Agreement and with permitted SHIP regulations must be repaid to the City. Habitat also acknowledges and agrees that if this Project is terminated before completion or if Habitat fail to sell to Eligible Persons for any reason, either voluntarily or otherwise, Habitat must repay all SHIP funds awarded to Habitat for the Project to the City (subject to applicable cure periods herein and force majeure).

3. Deferred Loan - Execution of Note, Mortgage, and Restrictive Covenant: The loan of these SHIP funds to Habitat shall be in the form of a deferred forgivable loan with the terms set forth in this Agreement. Habitat shall execute a promissory note, mortgage, declaration of covenants and restrictions, and other loan documents as required by the City. Accordingly, Habitat shall execute a Mortgage, attached hereto and incorporated herein as **Exhibit C** (the "Mortgage") and a promissory note in favor of the City substantially in the form attached hereto as **Exhibit "A" to the Mortgage** (the "Note") and incorporated herein by reference in the amount of the award. The Note shall be secured by the Mortgage on the Property described in **Exhibit "B" to the Mortgage**. Habitat shall also execute a Declaration of Restrictive Covenants, attached hereto and incorporated herein as **Exhibit "D"**, for the Property described in Exhibit "A" to the Declaration of Restrictive Covenants which sets forth various income and ownership covenants restricting the affordability of the SHIP-assisted units and that these covenants will continue for ten (10) years from Project Completion.

No payment shall be due to the City as long as there is not an Event of Default under the terms of this Agreement. However, upon the occurrence or existence of an Event of Default

that is left uncured during any applicable grace periods, as more specifically defined below, City is free to exercise all remedies including those contained in this Agreement, which includes having all amounts disbursed to Habitat for the Project be repaid to the City and accelerating the loan to maturity, whereupon the outstanding principal balance of the loan shall become immediately due and payable.

4. Disbursement of the Funds:

(a) The City shall reimburse payment to Habitat in accordance with the Budget. For construction or rehabilitation related projects, the City shall reimburse Habitat the SHIP loan proceeds only after receipt of appropriate invoices and documentation, and specific itemization of expenses incurred. Reimbursement of SHIP proceeds will be made to Habitat only after approval by the City, in its sole discretion, of invoices submitted, payroll records, copies of paid bills, cancelled checks, and verification of work completed in accordance with this Agreement and applicable SHIP regulations. Habitat may not request disbursement of SHIP funds under this Agreement until the funds are needed for payment of eligible SHIP costs and the amount of each disbursement request shall be limited to only the amount needed. Advance disbursements of SHIP funds are not allowed under this Agreement. No duplications shall be permitted, and the City shall only allow documentation presented by Habitat to establish proof of expenditures for each SHIP Assisted Unit that the City deems acceptable in its sole opinion. No more than \$37,500 shall be requested for disbursement from the City for each SHIP Assisted Unit. Requests for payment shall be made on a form substantially similar to **Exhibit "E"**, attached hereto and incorporated herein by reference. Along with each request for payment, Habitat shall submit the corresponding Contractor's Invoice, Partial Release of Lien, and Warranty on the forms attached hereto as **Exhibit "F"**, attached hereto and incorporated herein by reference. Habitat agrees that the City may retain ten percent (10%) of each reimbursement request until 50% completion, at which point no further retention shall be required (the "Retainage"), until Habitat provides the City with releases of liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with Part 1, Construction Liens, Chapter 713, Florida Statutes, and all of the terms of this Agreement, including correction of all work and materials found to be deficient by the City. Also, City will not release the Retainage until completion of all punch-list items, issuance of a Certificate of Occupancy or Certificate of Completion and completion of a final inspection to verify that the Project is completed substantially in accordance with all approved plans, local codes, and property standards. Request for final payment and the Retainage, shall be made on a form substantially similar to the Contractor's Final Payment Affidavit and Waiver and Final Release of the Lien attached as **Exhibit "G"**, attached hereto and incorporated herein by reference. Habitat may amend the Budget with the prior written approval of the City, provided no such approval shall be required for modifications made as a result of line item savings for which no further draws are expected for such line item (beyond the release of any Retainage held in connection therewith), and no approval will be required for Habitat to reallocate funds included as a contingency line item.

Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and such the Budget (**Exhibit "B"**) may be modified by the City accordingly.



### SECTION 3. DURATION OF THE AGREEMENT

1. Term: Unless earlier terminated, the term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date") and shall remain in effect through the end of the Affordability Period. Notwithstanding any of the foregoing, all record keeping requirements, audits, and use and maintenance requirements mandated by SHIP regulations shall survive termination of this Agreement. All Loan Documents executed in connection with this Agreement shall also survive termination of this Agreement and will remain in effect under the terms and conditions specified therein.

2. Restrictive Covenants: In accordance with the terms of this Agreement, the Declaration of Restrictive Covenants, attached hereto and incorporated herein as **Exhibit "D,"** shall be executed after Project Completion when ownership is transferred from Habitat to the Homebuyer(s) as is more particularly described in **Exhibit "D."** The Homebuyer(s) shall execute the Declaration of Restrictive Covenants and same shall be simultaneously recorded with the deed upon transfer of the Property in the Public Records of Osceola, County, Florida. The Declaration of Restrictive Covenants shall be in effect for ten (10) years from the date of recording.

### SECTION 4. AFFORDABILITY

1. Units to be Assisted: Habitat has designated two (2) units on the Property to be assisted with SHIP funds and all are deemed "SHIP-assisted units".

2. Sale of SHIP Assisted Units for Homeownership: Habitat expressly agrees to the following terms and conditions:

(a) All SHIP Assisted Units shall be sold subject to the terms and restrictions as defined in this Agreement. The two (2) SHIP Assisted Units shall be sold to households whose annual gross incomes, adjusted for family size, are at no more than eighty percent (80%) of Area Median Income (hereinafter "AMI").

(b) Habitat shall undertake the initial review of income eligibility of prospective buyers for all the SHIP-assisted units. Habitat must obtain from prospective buyers and each prospective buyer shall submit the information contained in the Owner Qualification Package attached hereto as **Exhibit "H"** and the Resident Income Certification Form attached hereto as **Exhibit "I"**. In determining income eligibility, Habitat must examine source documents evidencing the prospective buyer's Annual Income. In conducting such review, Habitat shall determine if each family is income eligible by determining the family's Annual Income adjusted by family size for the Orlando Metropolitan Area (MSA), as determined annually by HUD. The current income limits for the year in which this Agreement is entered into are provided in **Exhibit "J"**.

(b) At the closing for the sale of each SHIP Assisted Unit by Habitat, the City shall execute and provide to Habitat a partial release of mortgage for each such unit. At the sale of the last SHIP Assisted Unit, the City shall provide Habitat with a Satisfaction of Mortgage in lieu of the above stated partial release of mortgage thereby evidencing the full satisfaction of the City's mortgage.

**THE REQUIREMENTS AND RESTRICTIONS SET FORTH IN THIS SECTION 4(2), SALE OF SHIP ASSISTED UNITS FOR HOMEOWNERSHIP, SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE COVENANTS RUNNING WITH THE LAND DURING THE AFFORDABILITY PERIOD PURSUANT TO A RECORDED DECLARATION OF RESTRICTIONS.**

## **SECTION 5. CONDITIONS PRECEDENT TO CLOSING**

**(A) Conditions Precedent:**

The conditions listed below are conditions precedent to the City's acceptance of the Mortgage documents and disbursement of funds and shall be complied with in form and substance satisfactory to the City prior to the closing:

**(i) Title Insurance:**

(a) Within thirty (30) days of the effective date hereof, Habitat shall deliver to City a title commitment issued by a title insurance company qualified to do business in the State of Florida and acceptable to City, agreeing to issue to City upon recording of the Mortgage a Lender's Title Insurance Policy in the amount of said Mortgage. Said commitment shall have attached to it copies of all exceptions referred to in the title commitment. The cost of said title commitment and policy and any premium therefor shall be borne by Habitat.

(b) City shall have fifteen (15) days after receipt of the title insurance commitment in which to review the same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, City shall notify Habitat of its objections thereto and Habitat shall use commercially reasonable efforts to remove such exceptions, which exceptions shall be deemed to constitute title defects. Habitat shall be entitled to thirty (30) days from the day of notification within which to cure such defects or make arrangements with the title insurer for the removal of any such objections from the commitment. If the defect shall not have been so cured or removed from the commitment by endorsement thereto within said thirty (30) day period, the City shall have the option of accepting title as it then exists or terminating this Agreement, by giving written notice thereof to Habitat within fifteen (15) days, in which event the parties shall be relieved of all further obligations hereunder.

(c) The title insurance commitment shall be endorsed at closing to remove any and all requirements or pre-conditions to the issuance of a Lender's Title Insurance Policy, and to delete any exceptions for: (1) any rights or claims or parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Property; (3) unrecorded

easements and claims of liens; (4) taxes for the year 2024 and all prior years; (5) matters arising or attaching subsequent to the effective date of the commitment but before the Mortgage is recorded in the Public Records.

(ii) Survey: Habitat shall, concurrent with the submission of the above mentioned title commitment, deliver to the City a current certified survey of the Property, prepared by a surveyor acceptable to the City, showing the following:

(a) The location of the perimeter of the Property by courses and distances and perimeter footings in place, and by reference to Township, Range, Section unless platted, in which case, reference shall be to Tract, or Lot and Block per Plat.

(b) The location of and the identification by reference to recording data of all easements, rights-of-way, conditions and restrictions on or appurtenant to the Property.

(c) The location of all building setback lines.

(d) The lines of the streets abutting the Property and the width thereof.

(e) All encroachments, and the extent thereof, in feet and inches upon the Property.

(f) Flood zone certification.

(g) Any other notations required for the deletion of the survey exception from the Title Insurance Policy to be issued in accordance with Section 3(A)(i) above and any other requirements requested by the City.

(h) The survey shall be certified to: City of Kissimmee, a political subdivision of the State of Florida.

(iii) Promissory Note: The Promissory Note shall be duly authorized, executed and delivered to the City;

(iv) Mortgage: The Mortgage shall be duly authorized, executed, acknowledged, delivered to the City, and when recorded, shall be a valid second mortgage lien on the Property and on all fixtures and personal property owned by Habitat to be used in connection with the Improvements. The following conditions shall apply to the Mortgage:

(a) The Mortgage shall not be subject to any prepayment penalty.

(b) The Mortgage shall become immediately due and payable upon an unpermitted sale, transfer, or refinancing of the Property, subject to the rights granted under the Mortgage.

- (c) The Mortgage shall be non-assumable, unless the City has otherwise consented, which consent shall not be unreasonably withheld, conditioned or delayed, as more particularly set forth in the Mortgage.
- (v) Mortgagor's Affidavit: An affidavit of Habitat shall be executed and delivered to the City as required by the title insurer, certifying to all such facts as are required to delete the Standard Exceptions from the Lender's Title Insurance Policy and certifying that no liens exist on the Property except for taxes not yet due and payable and the Senior Mortgage, and that no other parties are entitled to possession except as otherwise provided therein.
- (vi) Company Documents: Habitat shall deliver to the City the following documents:
- (a) The Certificate of organization of the limited liability company of Habitat and all amendments thereof, certified by the appropriate official of the State of Florida, together with certificates of such official to the effect that Habitat is in good standing therein
- (b) Certified resolutions or equivalent of Habitat authorizing the execution and delivery of this Agreement, the Mortgage, Promissory Note and all other documents necessary or desirable, for the consummation of the transactions contemplated by this Agreement.
- (vii) Flood Insurance: Habitat intends to file a Letter of Map Revision ("LOMR") with the Federal Emergency Management Agency ("FEMA") after completion of construction demonstrating that site improvements are sufficient to remove the properties from the Flood Hazard Area. Habitat shall subsequently deliver to the City evidence satisfactory to the City either that the Improvements are not within a hazardous flood area as designated by the Department of Housing and Urban Development and any other governmental authority, or if the Improvements are deemed as within such a hazardous area, that the Property are covered by flood insurance supplied by the Federal Insurance Administration to the maximum amount available, all as provided in the Flood Disaster Protection Act of 1973, as amended, together with appropriate endorsements thereto providing for the City's interests in the same manner as the Builder's Risk Insurance, including without limitation that such insurance will not be canceled without 30 day's notice to the City. Habitat agrees that the City shall have the right to take any action necessary to continue said insurance in full force and effect including, but not limited to, paying premiums if Habitat fails to do so in accordance with the terms of the Agreement. Any funds disbursed to continue said policies in full force and effect shall be considered as Disbursements hereunder and shall bear interest from the date of disbursement at the same rate as other Disbursements and payment of said funds and interest shall be secured by the Mortgage. Satisfactory evidence of flood area designation shall be a certification from the Surveyor appearing on the survey drawing.
- (viii) Senior Mortgage: Habitat shall have obtained the consent of the holder of the following senior mortgage to encumber the Property with the Mortgage:

(ix) Opinion of Habitat: Habitat shall deliver to the City an opinion of counsel for Habitat and addressed to the City, such counsel to be reasonably satisfactory to the City, to the effect that:

(a) This Agreement and all Loan Documents and any other documents required to be delivered hereunder have been duly authorized, executed and delivered and are valid, binding and enforceable in accordance with their terms subject to applicable bankruptcy, insolvency, and similar laws affecting rights of creditors.

(b) That Habitat is a Florida limited liability company in good standing under the laws of the State of Florida and has all the necessary power and authority to undertake its obligations hereunder.

(c) The execution and delivery of the Loan Documents, the performance by Habitat of its obligations under the Loan Documents, and the exercise by Habitat of the rights created by the Loan Documents do not violate any Federal, Florida, or local law, rule or regulation.

(d) That the execution and delivery of the Loan Documents, the performance by Habitat of its obligations under the Loan Documents, and the exercise by Habitat of the rights created by the Loan Documents do not (1) violate Habitat's Certificate of Organization, or (2) to Counsel's knowledge, constitute a breach of or a default under any agreement or instrument to which Habitat is a party or by which it or its assets are bound or result in the creation of a mortgage, security interest or other encumbrance upon the assets of Habitat(except as set forth in the Loan Documents), or (3) to Counsel's knowledge, violate a judgment, decree or order of any court or administrative tribunal, which judgment, decree or order is binding on Habitat or its assets.

(e) That to counsel's knowledge and based on a certificate to be provided by Habitat, there are no proceedings pending or threatened before any court or administrative agency which will materially adversely affect the financial condition or operation of Habitat or the Property, including but not limited to bankruptcy, reorganization or insolvency proceeding or any other debtor-creditor proceedings under the Bankruptcy Code or any similar statute.

(f) That the lien of the Second Mortgage is a valid lien on the Property and the security interest described in the Second Mortgage is a good and valid security interest.

(g) Such other matters as the City may reasonably require.

(x) The SHIP Assisted Units: Habitat shall construct the two (2) SHIP Assisted Units, each of which will contain, three bedrooms, two baths, and be an approximately 1,400 square feet in size. The term SHIP Assisted Units as referenced herein shall

mean only the constructed units and shall exclude the underlying Property said units are constructed on. **The SHIP Assisted Units shall be subject to a Declaration of Restrictions (DOR) which shall be duly authorized by Habitat, executed, recorded in the Public Records, and a copy delivered to the City. The deeds with the homebuyers of the two (2) SHIP Assisted Units shall reference this DOR that will run with the land for ten (10) years.**

(B) Other Documents: Habitat shall deliver to the City such other documents and information as the City may reasonably require.

(C) Representations and Warranties: The representations and warranties of Habitat as set forth in this Agreement and the Loan Documents are true and correct in all material respects.

(D) Inability to Close Loan: Either party may terminate this Agreement upon written notice to the other party if the contingencies to close the Loan or conditions precedent to closing will not be met by the date set herein for the closing of the Loan and the City does not agree, in its sole discretion, to extend the closing deadline.

## SECTION 6. SPECIAL PROVISIONS

Habitat expressly agrees to the following terms and conditions:

(A) Project Consultant:

Habitat staff or consultant, a Florida Registered Architect, will serve as the architect of record for the Project, and as such, is designated as the "Consultant" for this Project.

(B) Asbestos Survey and Abatement: Not Applicable

(C) Construction Materials:

(i) Green Building: The City encourages all new construction or substantial rehabilitation to incorporate green building, also known as a sustainable building that is a structure designed, built, renovated, operated, or reused in an ecological and resource-efficient manner.

(ii) Asbestos-Containing Materials Prohibited: Habitat shall ensure that its construction contract documents contain a prohibition against the use of any materials containing asbestos in connection with the construction of the Project.

(D) Property Standards:

Habitat shall comply with the property standards requirements set forth in Statute 420.907-9079, Rule 67-37, and the adopted Local Housing Assistance Plan for the City of Kissimmee for FY2022-2025. Habitat agrees that all housing constructed with SHIP funds shall be in

conformance with the City's Land Development and Building Codes. Habitat acknowledges and agrees that at Project Completion and through the Affordability Period, the Property must meet all applicable state and local codes, rehabilitation standards, ordinances, and zoning requirements. Newly constructed housing shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

## **SECTION 7. AFFIRMATIVE MARKETING OF HOMEOWNER SHIP UNITS**

Habitat has developed and provided City with an affirmative marketing plan to sell the SHIP-assisted units. Habitat affirmatively marketed the units for sale in a manner to attract buyers without regard to race, color, national origin, sex, religion, familial status, or disability in accordance with this plan. In furtherance of the City's commitment to non-discrimination and equal opportunity in housing, the City has established policies and procedures to affirmatively market housing units produced through the use of these funds. These affirmative marketing procedures are implemented comprehensively for all housing programs through the City and aim to effect greater participation of eligible persons without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.

Habitat, in order to carry out the requirements and procedures of the City's Affirmative Marketing Program, complied with the following procedures:

- (i) Use of the Equal Opportunity logo or slogan in advertisements;
- (ii) Solicitation of applications from persons in the housing market area who are not likely to apply for homeownership without special outreach. Habitat may satisfy this requirement by posting a notice in any or all of the following:
  - Community Organizations
  - Fair Housing Groups
  - Housing Counseling Agencies
  - Commercial Media
  - Employment Centers
  - Local Public Housing Authorities (PHA's) or Other Similar Agencies
  - Mobile Home Communities
  - Agencies for the disabled
  - Churches and other related organizations
- (iii) Habitat shall keep records of its efforts to affirmatively market units and Habitat shall provide copies of its records, including advertisements, minutes of meetings, income documentation, and census tract information, as applicable, as evidence of Habitat's efforts.

At a minimum, Habitat shall: (a) indicate in its promotional material that the Project provides fair housing opportunities by using the Equal Housing Opportunity's logo type or slogan in all advertising; (b) display a Fair Housing poster in the office; (c) provide notice of the availability of the units to community groups and non-profit service organizations, such as places of worship, employment centers, fair housing groups, or housing counseling agencies; (d) where appropriate, advertise and use media, including minority outlets, likely to reach persons unlikely to apply for the housing; and verify all information concerning the applicant or family members.

## **SECTION 8. REPORTS**

Reporting Requirements: Habitat shall submit to the City a **Final Performance Report** in the form provided as **Exhibit "K"** to this Agreement. Habitat shall first submit this Report on the last day of the month during which this Agreement is executed, and thereafter, on the last day of each subsequent month. After Habitat provides a Report for the month during which the Completion Date occurs, Habitat may cease submitting this Report.

## **SECTION 9. PUBLIC RECORDS**

1. Public Records: Habitat shall maintain adequate records to justify all charges, expenses, and costs incurred for the construction of the Improvements for at least five (5) years after completion.

Further, Habitat acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Habitat shall keep and maintain public records required by the City to perform the service.

**If Habitat has questions regarding the application of Chapter 119, Florida Statutes, to Habitat's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.gov](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

If City's Custodian of Records requests records from Habitat, Habitat shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by City, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

Habitat shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if Habitat does not transfer the records to City.



Upon completion of the contract, Habitat shall transfer, at no cost, to City all public records in possession of Habitat or keep and maintain public records required by City to perform the service for a period of four (4) years following completion of the contract. If Habitat transfers all public records to City upon completion of the Agreement, Habitat shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Habitat keeps and maintains public records upon completion of the Agreement, Habitat shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

- a. Upon notice to Habitat of a request to inspect or copy public records relating to City's agreement for services, Habitat shall provide the records to City or allow the records to be inspected or copied within a reasonable time.
- b. If Habitat does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.
- c. If Habitat fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.1.
- d. Notwithstanding any of the foregoing, City shall maintain the confidentiality of any records or information that constitutes Habitat's trade secrets or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. In the event City determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any records which may contain Habitat's trade secrets or proprietary information, City will provide written notice to Habitat of its determination and the legal basis for its determination prior to disseminating or publicly disclosing such records.

2. Period of Record Retention: All supporting documents shall be maintained in accordance with the requirements of 24 CFR §85.20. Habitat shall maintain all records pertaining to the Project at its principal place of business for the most recent five (5) years after Project Completion, except as provided below:

Written agreements must be retained for five (5) years after the Affordability Period terminates.

Records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is

acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR §92.353.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

3. Habitat shall comply with all Florida Public Records Statutes and maintain all documents related to the Project in accordance with Florida Public Records Statutes.

## **SECTION 10. MONITORING**

Habitat acknowledges and agrees that City will need to monitor their performance during the term of this Agreement and shall allow access, inspection, and copying of records to do so. Also, Habitat shall assist the City in its obligation to conduct on-site inspections for compliance with this Agreement, construction progress, and compliance with property standard requirements listed herein and shall allow the City to access and inspect the Property at any time during the construction of the units. Habitat shall keep records to document compliance with these inspections and monitoring reviews and the resolutions of and findings of concern.

## **SECTION 11. SHIP PROJECT REQUIREMENTS**

1. Applicable Laws: Habitat shall comply with all SHIP project requirements.

2. Audits and Financial Statements:

(a) Habitat shall furnish to the City:

(i) Upon the City's request, a complete and current financial statement of all assets and liabilities, contingent or otherwise, prepared in accordance with generally accepted accounting principles and verified by affidavit of Habitat and, at the request of the City, certified (in form satisfactory to the City) by an independent certified public accountant acceptable to the City.

(ii) Other information regarding the operations, business, affairs, and financial condition of Habitat as the City may reasonably request.

## **SECTION 12. ENFORCEMENT OF AGREEMENT - DEFAULTS AND REMEDIES**

The following events, after expiration of any notice and cure period, shall be deemed Events of Default:

(A) Mortgage:

If there is a default or event of default under the Mortgage which is not cured within any applicable cure period.

(B) Bankruptcy:

If there is filed by or against Habitat a petition in bankruptcy or a petition for the appointment

of a receiver or trustee of the property of Habitat, and any such petition not filed by Habitat is not dismissed within ninety (90) days of the date of filing, or if Habitat files a petition for reorganization under any of the provisions of the Bankruptcy Code or makes any assignment for the benefit of creditors or makes any insolvency assignment or is adjusted insolvent by any court of competent jurisdiction.

(C) Breach of Covenants, Warranties and Representations:

If any warranty or representation made by Habitat in this Agreement or in any other Loan Document shall at any time be false or misleading in any material respect when made, or if Habitat shall fail to keep, observe or perform any of the material terms, covenants, representations or warranties contained in this Agreement, the Promissory Note, the Mortgage, the Loan Documents, and any other document given in connection with the Loan or development of the Improvement, or is unwilling to meet its obligations (provided, that with respect to non-monetary defaults, the City shall give written notice to Habitat, who shall have thirty (30) days to cure, with additional time as may be required if the cure is diligently commenced but cannot be completed within said thirty (30) days and the City concurs, and provided that, with respect to monetary defaults, the City shall give written notice to Habitat, who shall have fifteen (15) days to cure). City agrees to accept a cure tendered by the Senior Mortgagee provided such cure meets all of the requirements to fully cure the breach.

(D) Failure to Use Funds:

Habitat shall fail to use Loan funds for the costs specified herein.

(E) Failure to Commence Construction:

Habitat shall fail to commence construction of the Project under a construction contract, no later than sixty (60) calendar days after the date of closing on the Loan, unless revised by written agreement between the parties.

(F) Failure to Draw Loan Funds:

Habitat shall fail to draw up to \$75,000 of the Loan by June 30, 2025, unless extended.

(G) Failure to Comply with the Certificates of Occupancy Deadline:

Habitat shall fail to comply with the deadline to obtain Certificates of Occupancy as specified herein by May 1, 2025, unless extended.

(H) Default Under the Senior Mortgage:

Habitat shall default under the Senior Mortgage which default is not cured within applicable cure periods.

### **SECTION 13. REMEDIES OF LENDER**

Upon the happening of an Event of Default, which default is not cured within any applicable cure or grace period, then the City may, at its option, upon written notice to Habitat, exercise any one or more of the following remedies:

(A) Cancellation of Agreement:

Cancel this Agreement.

(B) Commencement of Legal or Equitable Action:

Commence an appropriate legal or equitable action to enforce performance of this Agreement.

(C) Acceleration of Payment:

Accelerate the payment of the Promissory Note and any other sums secured by the Mortgage and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due to the City.

(D) Rights and Remedies:

Exercise any other rights or remedies the City may have under the Mortgage or other Loan Documents executed in connection with the Loan or which may be available under applicable law.

## **SECTION 14. INSURANCE**

Without limiting Habitat's indemnification, Habitat shall maintain in force at all times during the construction of the project, all appropriate policies of insurance hereinafter described concerning its operations. Certificates with valid and authorized endorsements evidencing the maintenance and renewal of such insurance coverage are on file with the City. City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.

(a.) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Habitat's performance of the Agreement. The required certificates shall be furnished by Habitat prior to execution of this Agreement.

At least thirty (30) calendar days prior to the expiration of any of the above-referenced insurance policies, Habitat, shall provide City with evidence of the renewal of said insurance policies in a form satisfactory to City.

The policies of insurance which must be secured are:

1. Commercial General Liability Insurance: Habitat must secure commercial general liability insurance to include, but not be limited to, bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.

2. Workers' Compensation Coverage: All employees of Habitat must be included under such policy in an amount and with coverage to meet all requirements of Florida law.

3. Flood Insurance: Habitat shall provide flood insurance as required under applicable HUD regulations.
4. Builder's Risk. During the construction of the Property, Habitat shall have insurance in effect to cover all risks or damages to the Property.
5. Property Insurance. Habitat must obtain property insurance for the fair market value of the Property during the period between the issuance of the certificate of completion and the sale of the home.

## **SECTION 15. APPLICABLE LICENSING**

Habitat, at its sole expense, shall obtain all required Federal, State, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

## **SECTION 16. BANKRUPTCY OR INSOLVENCY**

If Habitat files a Petition in Bankruptcy, or if it is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of Habitat shall be appointed in any proceeding brought by or against Habitat, or if Habitat shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against Habitat's operations of the Property, City may terminate this Agreement immediately.

## **SECTION 17. ASSIGNMENT**

This Agreement shall only be assignable by Habitat upon the express written consent of the City.

## **SECTION 18. SEVERABILITY**

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

## **SECTION 19. WAIVER**

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

## **SECTION 20. NOTICE**

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

City: City of Kissimmee Development Services Department  
Craig M. Holland, Director  
101 Church Street  
Kissimmee, FL 34741-5054

Developer/Habitat: Habitat for Humanity Greater Orlando and Osceola County, Inc.  
Catherine Steck McManus  
4116 Silver Star Road  
Orlando, FL 32808

## **SECTION 21. MODIFICATION**

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

## **SECTION 22. HEADINGS**

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

## **SECTION 23. JOINT AUTHORSHIP**

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

## **SECTION 24. EQUAL OPPORTUNITY**

Habitat agrees that no person shall on the grounds of race, color, gender, age, disability, or national origin be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity. Habitat further assures every effort will be made to ensure nondiscrimination in all of its program activities.

City is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. City will further ensure that all individuals, corporations, or other entities it utilizes for the project will comply with all equal opportunity employment laws.

Habitat has submitted to City a copy of its non-discrimination policy which is consistent with

the above paragraph, as amended, or in the alternative, if Habitat does not have a written non-discrimination policy or one that conforms to the City 's policy, it has acknowledged through a signed statement provided to City that Habitat will conform to the City 's non-discrimination policy.

## **SECTION 25. EQUAL OPPORTUNITY PARTICIPATION**

Habitat agrees that no person shall on the grounds of race, color, gender, age, disability, or national origin be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity. Habitat further assures every effort will be made to ensure nondiscrimination in all of its program activities.

## **SECTION 26. AUDITING, RECORDS AND INSPECTION**

In the performance of this Agreement, Habitat shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of City and shall be retained by Habitat for a period of five (5) years after the termination or completion of this Agreement or until a full City audit is completed, whichever comes first. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. City also has the right to conduct an audit within sixty (60) days from the Effective Date to determine whether Habitat has the ability to fulfill its contractual obligations to the satisfaction of City. City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

## **SECTION 27. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, Habitat must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, Habitat must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, Habitat may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

## **SECTION 28. COMPLIANCE WITH ALL LAWS**

Habitat, at their sole expense, shall comply with all Laws, Ordinances, Judicial Decisions, Orders, and Regulations of Federal, State, County, and municipal governments, as well as their respective Departments, Commissions, Boards, and Officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

## SECTION 29. SURVIVAL

All provisions of this Agreement intended to survive or to be performed subsequent to the end of the period of this Agreement shall survive termination of the Agreement.

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

Signed in the presence of two witnesses:

**HABITAT**

Alane Hill  
Signature

Habitat for Humanity Greater Orlando  
and Osceola County, Inc., a Florida not  
for profit corporation

Print Name: Alane Hill  
Hannah DeFrank  
Signature

By: C. McManus

Name: Catherine McManus

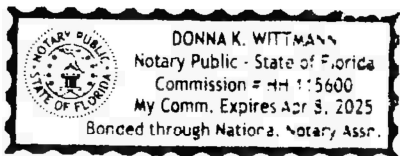
Print Name: Hannah DeFrank

Title: President + CEO

## CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this 3rd day of Feb, 2025, by C. McManus, as President + CEO of Habitat for Humanity Greater Orlando and Osceola County, Inc., a Florida not for profit corporation. He/She ☒ is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.



Donna K. Wittmann  
NOTARY PUBLIC  
Print Name: Donna K. Wittmann  
My Commission Expires: 4/8/25



ATTEST:

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

By: \_\_\_\_\_  
Tameara Crespo, City Clerk

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **PROPERTY LEGAL DESCRIPTION**

599 Lincoln Street, Kissimmee 34741  
Parcel ID#: 21-25-29-1596-0001-0010  
LINCOLN STREET REPLAT PB 26 PG 196 LOT 1

623 Lincoln Street, Kissimmee 34741  
Parcel ID#: 21-25-29-1596-0001-0020  
LINCOLN STREET REPLAT PB 26 PG 196 LOT 2

**EXHIBIT “B”**

**BUDGET**

**TASKS TO BE PERFORMED** – New construction of two (2) units

Project shall commence construction within three (3) months of the execution of this agreement. At least 60% shall be completed by March 31, 2025 and the construction of all of the units must be completed by May 1, 2025. The project completion date shall be June 30, 2025.

**USES OF FUNDS:**

**Proposed Scope of Work**

| <b>Description of Work</b> | <b>Project Costs</b> | <b>SHIP funds allocated</b> | <b>Other Funds</b> |
|----------------------------|----------------------|-----------------------------|--------------------|
| Pre-development Costs      | \$79,997             | \$75,000                    | \$4,997            |
| <b>TOTAL</b>               | <b>\$79,997.00</b>   | <b>\$75,000.00</b>          | <b>\$4,997.00</b>  |

## **EXHIBIT "C"**

### **MORTGAGE**

**THIS MORTGAGE** (hereinafter "Mortgage") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Mortgagor, Habitat for Humanity Greater Orlando and Osceola County, Inc. a Florida not for profit corporation, with a principal address of 4116 Silver Star Road, Orlando, FL 32808 (hereinafter referred to as "Borrower"), in favor of the Mortgagee, **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter "Lender").

**WHEREAS**, Borrower and Lender have entered into an SHIP Program Agreement (the "SHIP Agreement"), a copy of which is on file in the City Clerk's Office for the City of Kissimmee and the definitions and terms of which are incorporated herein by this reference as if fully set forth herein, and which provides, among other things, that the Lender will loan to Borrower SHIP funds to be used towards the construction of two (2) units, located on 599 Lincoln Street, Kissimmee 34741 (Parcel ID#: 21-25-29-1596-0001-0010) and 623 Lincoln Street, Kissimmee 34741 (Parcel ID#: 21-25-29-1596-0001-0020, in which all units shall be designated as SHIP-assisted units for sale to Low and Very Low Income persons or families, as applicable, at Affordable sale prices and upon such other terms as set forth in the SHIP Agreement; and

**WHEREAS**, to ensure, among other things, that the SHIP-assisted units are sold to Low and Very Low Income persons or families at Affordable Sales Prices and on the terms set forth in the SHIP Agreement, Borrower have executed a note in favor of Lender in the principal sum of **Seventy Five Thousand Dollars and 00/100 Cents (\$75,000.00)**, which indebtedness is evidenced by Borrower's promissory note dated of even date herewith (hereinafter "Note"), a copy of which is attached hereto as **Exhibit "A"**, due and payable as provided in the Note.

To secure to Lender (a) the indebtedness evidenced by the Note, and all renewals, extensions, and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in the Note between Lender and Borrower; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (d) the performance of the covenants and agreements contained in the SHIP Agreement between the Lender and Borrower; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender the benefit of a lien on, and a security interest in any fee simple interest Borrower may acquire now or in the future in and to the following described real property located in Osceola County, Florida:

**See Attached Exhibit "B"**

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Property hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's sewer

capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Property, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in Default hereunder subject to applicable notice and cure provisions and so long as the same are not subjected to garnishment, levy, attachment, or lien. All of the foregoing real and personal property herein referred to as the "Property").

TO HAVE AND TO HOLD the said Property unto the Lender until the payment in full or forgiveness of the Note and the performance of all obligations under the Loan Documents (as defined in the SHIP Agreement) through the date of such payment or forgiveness, in fee simple.

To protect the security of this Mortgage, Borrower further covenants, warrants and agrees with Lender as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay all payments provided for in the Note, any prepayment and late charges provided in the Note and all other sums secured by this Mortgage and shall otherwise comply with all the terms in the Note and this Mortgage.

2. **SHIP Agreement.** The indebtedness that is secured by this Mortgage and is the subject of the Note shall be advanced pursuant to the covenants and conditions of the SHIP Agreement between Borrower and Lender, all of which terms are incorporated herein by reference and made a part of this Mortgage with the same force and effect as if fully set forth in this Mortgage.

3. **Funds for Taxes, Assessments, Charges, Liens.** Borrower shall pay all water and sewer rates, rents, taxes, ad valorem taxes, assessments, premiums, insurance and other impositions attributable to the Property by Borrower making payment when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Upon request, Borrower shall promptly furnish to Lender all receipts evidencing such payments. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property, or shall transfer to bond any claims of lien filed by any such persons.

4. **Leases, Subleases and Easements.** Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed, all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any lease, sublease or easements, which may constitute a portion of or an interest in the Property and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof, Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions and provisions of any lease, sublease or easements. Except in the ordinary course of business, Borrower shall not, without the consent of Lender, consent to any modification or amendment of any lease, sublease or easement or to the, cancellation, termination or surrender of any lease, sublease or easement. Borrower shall not enter into any lease, sublease, or easement or make any modification or amendment that would violate any terms of the SHIP Agreement or violate any of the SHIP regulations governing this Property.

**5. Use of Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option after notice to the Borrower, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof.

Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable upon demand by Lender and shall bear interest from the date of disbursement at the Event of Default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

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

**8. Uniform Commercial Code Security Agreement.** This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Except for the Senior Mortgages, without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including

replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items.

In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

**9. Events of Default.** The following shall constitute an Event of Default under this Mortgage:

- (a) failure to pay any sum when due under the Note, this Mortgage or other documents executed in connection with this Project and such failure continues for two (2) days after written notice by Lender to Borrower;
- (b) failure to comply with any SHIP Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;
- (c) failure to comply with any of the terms contained in the SHIP Agreement or uses the SHIP funds other than as authorized by the SHIP Agreement;
- (d) failure to timely comply with audit requirements;
- (e) failure to expend SHIP funds in a timely manner or fails to meet any of the time requirements as set forth in the SHIP Agreement;
- (f) failure to construct the units as required by the SHIP Agreement;
- (g) failure to sell the SHIP-assisted units to Eligible Persons at Affordable prices as required in the SHIP Agreement;
- (h) Borrower is deemed in default under any other SHIP or SHIP agreements it has with the Lender even if unrelated to this Project or Property or is in default under the terms of other financing or mortgages used for the Property or other projects and said default extends beyond the applicable cure period provided in said documents;
- (i) if at any time any material omission or material representation made by Borrower in any written certification or communication submitted by Borrower to the Lender in an effort to induce the making of this loan or the administration thereof is determined by the Lender to be false, misleading, or incorrect in any material manner at the time made; or
- (j) if any other default or breach of any term shall occur under the Note, Mortgage or any Loan Documents.

Notwithstanding any of the foregoing provisions to the contrary, prior to any noncompliance with the terms of this Agreement being deemed a default, breach, or Event of Default, Borrower shall be entitled to prior notice and 30 days (10 days in the case of (a) above) to

cure the same. if Borrower has failed to cure any Event of Default by any applicable cure period, the Lender may, at its sole option, cure such Event of Default, provided, however, that the Lender shall be under no duty or obligation to do so.

**10. Remedies.** Upon the occurrence and during the continuance of any Event of Default, or any other breach of this Mortgage, Lender may declare Borrower in default and the remedies available to Lender shall include, but not necessarily be limited to, any one or more of the following: (i) Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand; and (ii) Lender shall be free to terminate the SHIP Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of the SHIP Agreement, the Loan Documents, under statutory law, federal or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5).

**11. Remedies Cumulative.** Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

**12. Borrower and Lien Not Released.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower or any junior lien holder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, with the consent of Borrower, release from the lien of this Mortgage any part of the Property, take or release other or additional security, re-convey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken pursuant to this paragraph shall not affect the obligation of Borrower to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

**13. No Waiver.** Failure of the Lender to declare an Event of Default shall not constitute a waiver of any rights by the Lender. Furthermore, the waiver of any Event of Default by the Lender shall in no event be construed as a waiver of rights with respect to any other Event of Default, past or present.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, each notice, demand, consent or other approval (collectively, "notices" and singly, "notice") given under the Note, this Mortgage and any other Loan Document, shall be in writing to the other party, and if to Borrower, at its address set forth at the beginning of the Mortgage, and if to Lender, at its address set forth at the beginning of the Mortgage, or at such other address as such party may designate by notice to the other party and shall be deemed given (a) three (3) Business Days after mailing, by certified U.S. mail, return receipt requested, postage prepaid; (b) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service; or (c) when delivered, if personally delivered with proof of delivery thereof.



Borrower and Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, the receipt of the same upon request by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Mortgage to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. As used in the Mortgage, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

**15. Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.**

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**16. Governing Law and Severability.** This Mortgage shall be governed by the law of the State of Florida. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end, the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.

**17. Waiver of Statute of Limitations.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.

**18. Attorney's Fees.** If this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder or the enforcement of any provisions contained herein, Borrower agrees to pay all costs of collection, including attorneys' fees, including those in all appellate and bankruptcy proceedings incurred by Lender, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

**19. Environmental Hazards.** Borrower covenants and agrees that Borrower shall not: (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for

any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property; or (b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes); or (c) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law (as defined below). The matters described in (a), (b) and (c) above are referred to collectively below as "Prohibited Activities or Conditions".

Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and to the best of its knowledge, except as set forth in any environmental assessment furnished by Borrower to Lender or previously remediated, no Prohibited Activities or Conditions exist or have existed on or under the Property.

Borrower represents that Borrower has not received, and has no knowledge of the issuance of, any claim, citation or notice of any pending or threatened suits, proceedings, orders or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law ("Government Actions").

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower's actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition on the Property or any adjoining real property that could cause any restriction on homeownership, occupancy, transferability or use of the Property under Hazardous Materials Law; Borrower shall cooperate with any governmental inquiry and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third party against Borrower, Lender or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of or result in a waiver of any obligation of Borrower.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu of foreclosure or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. After reasonable prior notice to Borrower, Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental studies, audits and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by the Mortgage.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors,

trustees, employees and agents from and against all proceedings (including but not limited to Government Action), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees and cleanup and remediation expenses, whether or not incurred within the context of the judicial process), arising directly or indirectly from (i) any breach of any representation, warranty or obligation of Borrower contained in this paragraph, or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials" for purposes of this paragraph includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive material in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term "Hazardous Materials Law" for the purposes of this paragraph means all federal, state and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall be in addition to any and all other obligations and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall continue and survive notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Mortgage or the payment in full or forgiveness of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Mortgage or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of the Mortgage, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of the Mortgage following the payment in full or forgiveness of the principal of and interest on the Note and all other sums payable under the Loan documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all entities which control, are controlled by, or are under common control with the Borrower (each of the foregoing persons or entities is hereinafter referred to as a "Responsible Party") following foreclosure of the Mortgage or acquisition of the Property by a deed in lieu of foreclosure or a transfer of

the Property with the Lender's consent. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Material Laws commences or occurs, or is present as a result of, any act or omission by any Responsible Party or by any person or entity acting on behalf of a Responsible Party.

**20. Waiver of Jury Trial.** Borrower (i) covenants and agrees not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waives any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower hereby certifies that no representative or agent of the Lender (including but not limited to Lender's counsel) has represented, expressly or otherwise, to Borrower that Lender will not seek to enforce the provisions of this paragraph.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

**HABITAT**

Signed in the presence of two witnesses:

Habitat for Humanity Greater Orlando  
and Osceola County, Inc., a Florida not  
for profit corporation

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF OSCEOLA

*THE FOREGOING* was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_, as \_\_\_\_\_ of Habitat for Humanity Greater Orlando  
and Osceola County, Inc., a Florida not for profit corporation. He/She ☐ is personally  
known to me or ☐ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A" TO THE MORTGAGE

### PROMISSORY NOTE

**\$75,000.00** \_\_\_\_\_, 2025  
**Kissimmee, Florida**

For value received, the undersigned promises to pay the City of Kissimmee, a Florida municipal corporation, the principal sum of **Seventy-Five Thousand Dollars and 00/100 Cents (\$75,000.00)**. Said principal shall be payable at 101 Church Street, Kissimmee, FL 34741, or at such other place as the holder hereof may designate in writing, in one (1) principal installment of **Seventy Five Thousand Dollars and 00/100 Cents** due on \_\_\_\_\_, 20\_\_; provided, however, that if the undersigned is in full compliance with that certain SHIP Program Agreement and all agreements between the undersigned and the City through the Affordability Period or undersigned has cured any defaults thereunder, then the debt evidencing this Note shall be marked cancelled by the lender. This Note will not bear interest.

Notwithstanding the above, at the option of the City, this Note shall become immediately due and payable, upon the occurrence of any of the following events (each an "Event of Default"): (i) failure to pay any sum when due under this Note, the SHIP Program Agreement, or such other documents executed in connection with this Project, and such failure continues for two (2) days after written notice by City to the undersigned; (ii) failure to comply with any SHIP Program regulations; (iii) failure to comply with any of the terms contained in the SHIP Program Agreement or uses the funds other than as authorized by the SHIP Program Agreement or any of the other documents executed in connection with this Project; (iv) failure to timely comply with audit requirements; (v) failure to expend SHIP funds in a timely manner or fails to meet any of the time requirements as set forth in the SHIP Program Agreement; (vi) failure to build the Property as required by the SHIP Program Agreement; (vii) the undersigned is deemed in default under the SHIP Program Agreement with the City or any other SHIP or SHIP agreements it has with the City even if unrelated to this Project or Property or is in default under the terms of other financing or mortgages used for the Property and said default extends beyond the applicable cure period provided in said documents; (viii) if at any time any material omission or material representation made by the undersigned in any written certification or communication submitted by the undersigned to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner; (ix) failure to disclose to the City, upon demand, the names of all persons with whom the undersigned has contracted or intends to contract with for the construction of any portion of the Property, including contracts for services and/or labor; or (x) if any other default or breach of any term shall occur under the Note, Mortgage, or any Loan Documents, and such failure continues for thirty (30) days after notice, or longer if necessary to cure and cure is being diligently pursued. To the extent notice and cure is not provided above, the undersigned shall be entitled to prior notice and 30 days thereafter to cure any default, or longer if necessary to cure and cure is being diligently pursued, before the City exercises its rights or remedies hereunder.

The holder hereof may exercise this option to accelerate upon an Event of Default, provided said Event of Default extends beyond the applicable cure period, by the undersigned regardless of any prior forbearance. In the event of any default under this Note, and if the same is referred to an attorney at law for collection, or any action at law or in equity is brought with respect hereto, the undersigned shall pay the holder hereof all expenses and costs, including, but not limited to, reasonable attorney's fees.

The maker of this Note hereby waives demand, presentment, notice of dishonor, and protest. This Note shall be the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith (the "Mortgage"), covering the property described in **Exhibit "A"** (the "Property"), on two (2) designated SHIP-assisted units as more fully described in the Mortgage and SHIP Program Agreement.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the SHIP Program Agreement between the City of Kissimmee and Habitat for Humanity Greater Orlando and Osceola County, Inc. ("SHIP Program Agreement"); (iv) Declaration of Covenants and Restrictions; and (v) all other documents or agreements arising under, related to, or made in connection with, the loan evidenced by this Note, as such Loan Documents may be amended. All persons to whom this Note may come are referred to the Mortgage, the SHIP Program Agreement, and other Loan Documents for their effect on this Note. All terms not defined herein shall have the meaning ascribed to such terms in the SHIP Program Agreement.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, SHIP Program Agreement, the Mortgage or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, the Mortgage, or any other issue arising under, related to, or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, Mortgage, or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

The provisions of this Note, the Mortgage, SHIP Program Agreement, and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership, or similar proceedings of the undersigned and any person having an interest in the undersigned.

The enforcement of this Note and the other Loan Documents shall be nonrecourse to the undersigned and its members. Lender's sole recourse against undersigned and its members for the payment thereof shall be the collateral under the Mortgage.

By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

**DEVELOPER/HABITAT**

Habitat for Humanity Greater Orlando  
and Osceola County, Inc. a Florida not  
for profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "B" TO THE MORTGAGE**  
**PROPERTY**

599 Lincoln Street, Kissimmee 34741  
Parcel ID#: 21-25-29-1596-0001-0010  
LINCOLN STREET REPLAT PB 26 PG 196 LOT 1

623 Lincoln Street, Kissimmee 34741  
Parcel ID#: 21-25-29-1596-0001-0020  
LINCOLN STREET REPLAT PB 26 PG 196 LOT 2

**EXHIBIT "D"**

**Land Use Agreement**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**LAND USE RESTRICTION AGREEMENT**

[See Exhibit "A" for Detailed Property Description]

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, also known as the Land Use Restriction Agreement ("LURA") is entered into as of the Effective Date (as defined hereafter) by and between Habitat for Humanity Greater Orlando & Osceola County, Inc., a Florida not-for-profit corporation ("Habitat") and \_\_\_\_\_, ("Owner"). (Habitat and Owner may each be referred to herein as a "Party" or collectively, the "Parties").

**RECITALS:**

WHEREAS, Habitat constructs safe and affordable housing in the Greater Orlando and Osceola County area for very low, low, and moderate-income households; and

WHEREAS, Owner has met the criteria to be a Habitat homeowner, including completion of classes to prepare for becoming a homeowner, helping to construct housing on one or more of Habitat's construction sites, and ability to make mortgage loan payments; and

WHEREAS, Owner will purchase the home constructed by Habitat and its staff, volunteers, and subcontractors located at [\_\_\_\_\_] particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Owner acknowledges that Habitat has assisted Owner in obtaining funds toward the down payment required to purchase the Property; and

WHEREAS, Habitat desires to ensure that the Property remains affordable to potential future owners of the Property; and

WHEREAS, as a condition of Habitat's sale of the Property to Owner, Owner agrees to the restricted use of the Property as set forth herein; and

WHEREAS, this LURA shall be recorded in the Public Records of Osceola County, Florida and shall constitute a restriction on the Property subject to and in accordance with the terms set forth herein.

NOW THEREFORE, in consideration of the sale of the Property by Habitat to Owner, Habitat's assistance with obtaining funds toward Owner's down payment, and in recognition

of Habitat's interest in providing affordable housing and maintaining affordability, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this LURA.
2. Duration of Covenants. The covenants set forth in this LURA shall become effective as of the Effective Date and shall continue to be effective thereafter for a period of twenty (20) years following the Effective Date (the "LURA Term").
3. Use and Occupancy. The Owner of the Property shall at all times during the LURA Term use the Property as the Owner's principal residence.
4. Sale of Property. The Owner may sell the Property during the LURA Term only if the following criteria are satisfied:
  - a. The prospective purchaser shall at all times during the LURA Term use the Property as the Purchaser's principal residence;
  - b. At the time of the sale of the Property, the Purchaser's income may not exceed one hundred twenty percent (120%) of the average median income ("AMI") in Osceola County;
  - c. The Owner shall pay to Habitat, at the closing of the sale, a portion of the profit from the sale ("Profit" is equal to the excess of the sales price over the original purchase price), equal to fifty percent (50%). At the first anniversary of the date of this LURA, the share of the Profit to be paid to Habitat shall be reduced by five percent (5%) as follows:

| End of Year | Percentage Profit to Habitat |
|-------------|------------------------------|
| One         | 45%                          |
| Two         | 40%                          |
| Three       | 35%                          |
| Four        | 30%                          |
| Five        | 25%                          |
| Six         | 20%                          |
| Seven       | 15%                          |
| Eight       | 10%                          |
| Nine        | 5%                           |
| Ten         | 0%                           |

5. Inability to Comply with Homebuyer LURA Term Due to Acts of God, Requirements of Law, or Foreclosure. This LURA shall automatically terminate and be of no further force and effect in the event of involuntary noncompliance with this LURA caused by fire, or other casualty, seizure, requisition, change in federal law or an action by a federal agency that prevents Habitat from enforcing the provisions hereof, or foreclosure by a mortgagee or a deed in lieu of foreclosure. Upon termination of this LURA pursuant to the preceding sentence, Habitat and the Owner will execute a recordable document further evidencing such termination.
6. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants that run with the land, and shall, in any event, and without regard to technical classification, legal or otherwise, be to the fullest extent permitted by law and equity, binding for the benefit of, in favor of, and enforceable by Habitat, its successors and assigns, against Owner, its successors or assigns, to or of the Property or any portion thereof or any interest therein shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instruments. If a portion or portions of the Property are conveyed, all of such covenants, reservations, and restrictions shall run to any portion of the Property.
7. Violation of Agreement. If a material violation of any of the provisions of this LURA occurs and is not cured within a reasonable period of time, Habitat may institute and prosecute any proceeding in law or equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. The provisions hereof are imposed upon and made applicable to the Property and shall run with the land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of Habitat to enforce the provisions hereof as to any breach or violation, or impair, damage, or waive the right of Habitat to obtain relief against or recover for the continuation or repetition of such breach or violation at any later time or times.

8. **Modification of Agreement.** Habitat and its successors and assigns and Owner and successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property (except for a mortgagee). Any amendment or modification to this LURA shall be in writing, signed by Habitat and the Owner or their successors and assigns, and shall be recorded in the Public Records of Osceola County.
9. **Venue and Governing Law.** Each Party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court in and for Osceola County, or in the United States District Court of the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either Party to removal from state to federal court, which is hereby reserved, and each Party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of the State of Florida, and shall be governed, construed, and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.
10. **Termination.** The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the LURA Term. Upon the passing of the LURA Term, the covenants herein shall be deemed satisfactorily completed unless properly and timely recorded in the Public Records of Osceola County indicate otherwise.
11. **Effective Date.** The Effective date of this LURA shall be the date upon which the last of the Parties executes this LURA.
12. **Recording.** Upon execution and delivery by the Parties hereto, Habitat shall cause this LURA and any and all amendments and supplements hereto to be timely recorded in the

Public Records of Osceola County at Habitat's expense.

13. Counterparts. This LURA may be executed in a number of identical counterparts, and each counterpart shall be deemed to be an original for all purposes, and all such counterparts shall, collectively, constitute one LURA.
14. Severability. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforcement of the remaining portions hereof shall not in any way be affected or impaired thereby.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

IN WITNESS WHEREOF, the Parties hereto have caused this LURA to be executed as of the Effective Date.

Witnesses:

HABITAT FOR HUMANITY GREATER  
ORLANDO AND OSCEOLA  
COUNTY, INC., a Florida not-for-profit  
corporation

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me ☐ in person ☐ by online  
notarization this \_\_\_\_\_ day of 20\_\_ by \_\_\_\_\_  
of Habitat for Humanity Greater Orlando and Osceola County, Inc., on behalf of the  
corporation who ☐ is personally known by me or ☐ has produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

Print name: \_\_\_\_\_

My commission expires : \_\_\_\_\_

Witnesses:

OWNER

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me ☐ in person ☐ by online  
notarization this \_\_\_\_\_ day of 20\_\_\_\_ by, \_\_\_\_\_,  
who ☐ is personally known by me or ☐ has produced \_\_\_\_\_ as  
identification.



**EXHIBIT "E"**

**REQUEST FOR PARTIAL PAYMENT**

**TO: City of Kissimmee**

**FROM:** Habitat for Humanity Greater Orlando and Osceola County, Inc.

**PROJECT ADDRESS:** 599 Lincoln Street and 623 Lincoln Street, Kissimmee 34741

**AMOUNT FUNDED: \$75,000**

**REQUESTED AMOUNT:** \_\_\_\_\_

I certify that \_\_\_\_\_% of the construction work on the above referenced Project has been completed according to the SHIP Agreement between the above and the City of Kissimmee.

Said work consists of:

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Therefore, I request that the City of Kissimmee pay a partial/full payment in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**EXHIBIT "F"**

**CONTRACTOR'S INVOICE, PARTIAL RELEASE OF LIENS, AND WARRANTY**

**PROPERTY:** 599 Lincoln Street and 623 Lincoln Street, Kissimmee 34741

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT DATED:** \_\_\_\_\_

**TOTAL CONTRACT AMOUNT:** \$ \_\_\_\_\_

**ADDENDUM DATED:**

1. As a partial invoice, the undersigned hereby certifies that there is due and payable by Habitat to the Contractor under the above Contract the balance or sum of \$\_\_\_\_\_.
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment, no unpaid claims of sub-contractors, and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does release Habitat from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason Habitat does not pay in full the amount stated in Paragraph 1 thereof said deduction shall not affect the validity of this release.

=====

This Release is conditioned upon payment of check issued on the account of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_; otherwise, this Release of Lien is VOID.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name/Title)

**EXHIBIT "G"**  
**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT AND WAIVER AND FINAL  
RELEASE OF LIEN**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_ (hereafter "Affiant") who after being duly sworn deposes and says of his or her personal knowledge the following:

1. Affiant is the \_\_\_\_\_ of \_\_\_\_\_ which does business in the \_\_\_\_\_ (title) \_\_\_\_\_ (Name of Contractor's Business) State of Florida, hereinafter called the "Contractor."

2. Contractor, pursuant to a contract with \_\_\_\_\_, (Habitat or its authorized agent), hereinafter referred to as Habitat, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by Contractor in accordance with §713.06(3)(d) of the Florida Statutes for the purpose of obtaining a final payment from Habitat in the amount of \$\_\_\_\_\_.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

| NAME OF LIENOR | AMOUNT DUE |
|----------------|------------|
| 1.             |            |
| 2.             |            |
| 3.             |            |
| 4.             |            |
| 5.             |            |

5. In consideration of final payment to the Contractor in the amount of \$\_\_\_\_\_, and all other previous payments paid by Habitat to the Contractor, the undersigned hereby for and on behalf of Contractor, waives and releases its lien and right to claim of lien for labor, services, or materials furnished to Habitat.

6. Affiant is fully authorized to execute a full and final release of lien for Contractor.

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**NAME OF CONTRACTOR'S BUSINESS**

By: \_\_\_\_\_  
**NAME OF AFFIANT, TITLE**

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

## **EXHIBIT “H”**

### **OWNER QUALIFICATION PACKET**

The Habitat Qualification packet must include the following:

1. Application
2. Client Tax Returns, if applicable
3. Income verification
  - Third party verification, if available
  - 2 months of recent paystubs
  - Alternatives sources of income
    - Social Security
    - Social Security Income
    - Unemployment
    - Child Support
    - Alimony
4. Asset verification
  - Bank Statements (for checking accounts – provide most recent 2 months and for savings accounts – provide most current statement)
  - 401k/retirement/investment

### **ANNUAL INCOME AS DEFINED IN 24 CFR PART 5**

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12- month period.

For additional guidance, refer to the “Technical Guide for Determining Income and Allowances for the SHIP Program”, Third Edition, January 2005.

**EXHIBIT "I"**

**HOMEBUYER INCOME CERTIFICATION  
SHIP Program**

Project Name: Lincoln Street Affordable Homes

A. Effective Date: \_\_\_\_\_      \_\_\_\_\_ Initial Certification (IC)  
Move-In Date: \_\_\_\_\_      \_\_\_\_\_ Annual Recertification  
(AR)

**B. Subsidy Use** (check one)

|                                                          |                                |
|----------------------------------------------------------|--------------------------------|
| <input type="checkbox"/> New Construction-Infill Housing | <input type="checkbox"/> Other |
|----------------------------------------------------------|--------------------------------|

**C. Household Information**

| Member | Names - All Household Members | Relationship | Age |
|--------|-------------------------------|--------------|-----|
| 1      |                               |              |     |
| 2      |                               |              |     |
| 3      |                               |              |     |
| 4      |                               |              |     |

**D. Assets:** All household members including minors

| Member                               | Asset Description | Cash Value | Income from Assets |
|--------------------------------------|-------------------|------------|--------------------|
| 1                                    |                   |            |                    |
| 2                                    |                   |            |                    |
| 3                                    |                   |            |                    |
| 4                                    |                   |            |                    |
| Total Cash Value of Assets      D(a) |                   | \$         |                    |
| Total Income from Assets      D(b)   |                   |            | \$                 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|
| <p>If line D(a) is greater than \$50,000: Add income from any assets which actual income can be calculated, then calculate imputed income for assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by HUD specified rate(.40%). Combine both amounts and enter results in D(c), which must be counted on page 2 alongside other sources of household income.</p> | <p>D(c)</p> | <p>\$</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|

**E. Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

| Member                                                                                                          | Wages /<br>Salaries<br>(include tips,<br>commission,<br>bonuses and<br>overtime) | Benefits /<br>Pensions | Public<br>Assistance | Other<br>Income | Asset<br>Income                                                                       |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------|----------------------|-----------------|---------------------------------------------------------------------------------------|
| 1                                                                                                               |                                                                                  |                        |                      |                 | (Enter the<br>greater of<br>box D(h)<br>or box D(c)<br>above<br>in box E(e)<br>below) |
| 2                                                                                                               |                                                                                  |                        |                      |                 |                                                                                       |
| 3                                                                                                               |                                                                                  |                        |                      |                 |                                                                                       |
| 4                                                                                                               |                                                                                  |                        |                      |                 |                                                                                       |
| 5                                                                                                               |                                                                                  |                        |                      |                 |                                                                                       |
| 6                                                                                                               |                                                                                  |                        |                      |                 |                                                                                       |
| 7                                                                                                               |                                                                                  |                        |                      |                 |                                                                                       |
|                                                                                                                 | (a)                                                                              | (b)                    | (c)                  | (d)             | (e)                                                                                   |
| Totals                                                                                                          | \$                                                                               | \$                     | \$                   | \$              | \$                                                                                    |
| Enter total of items E(a) through E(e).<br>This amount is the <b><u>Annual Anticipated Household Income</u></b> |                                                                                  |                        |                      |                 | \$                                                                                    |

**F. Homebuyer Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Signature of Head of Household \_\_\_\_\_  
Date \_\_\_\_\_

Signature of Spouse or Co-Head of Household \_\_\_\_\_  
Date \_\_\_\_\_

**G. Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Homebuyer Income Certification is/are eligible



under the SHIP provisions and the family or individual(s) constitute(s) a: (check one)

**Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ \_\_\_\_\_).

**Eighty Percent Income Household** means individuals or families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ \_\_\_\_\_).

Based upon the \_\_\_\_\_ (year) income limits for \_\_\_\_\_ Metropolitan Statistical Area (MSA) or County, Florida.

**Signature of the Administrator or His/Her Designated Representative:**

Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**H. Household Data** (to be completed by Administrator or designee)

| Number of Persons   |       |          |       |                 |       |        |         |         |      |
|---------------------|-------|----------|-------|-----------------|-------|--------|---------|---------|------|
| By Race / Ethnicity |       |          |       |                 |       | By Age |         |         |      |
| White               | Black | Hispanic | Asian | American Indian | Other | 0 - 25 | 26 - 40 | 41 - 61 | 62 + |
|                     |       |          |       |                 |       |        |         |         |      |

| Unit Information    |             |               |
|---------------------|-------------|---------------|
| Number of Residents | Tenant Rent | # of Bedrooms |
|                     |             |               |

| Special Target / Special Needs<br>(Check all that apply) |                          |          |         |       |
|----------------------------------------------------------|--------------------------|----------|---------|-------|
| Farmworker                                               | Developmentally Disabled | Homeless | Elderly | Other |
|                                                          |                          |          |         |       |

**NOTE:** Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such

information will not affect any right he or she has as an occupant.

**EXHIBIT "J"**  
**2024 INCOME LIMITS**  
**FLORIDA HOUSING FINANCE CORPORATION (FHFC)**  
**INCOME LIMITS FOR ORLANDO-KISSIMMEE-SANDFORD, FL MSA**

|                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> |
|-----------------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Very Low</b> | 33,800   | 38,600   | 43,450   | 48,250   | 52,150   | 56,000   | 59,850   | 63,700   |
| <b>Low</b>      | 54,050   | 61,800   | 69,500   | 77,200   | 83,400   | 89,400   | 95,750   | 101,950  |

**EXHIBIT "K"**  
**FINAL REPORT**

**A. Project Information**

**Agency:** Habitat for Humanity Greater Orlando and Osceola County, Inc.

**Project Name:** Lincoln Street Affordable Homes

**Project Start Up Date:** \_\_\_\_\_

**Estimated Project Completion Date:** \_\_\_\_\_

**B. Project Financial Summary**

|               | Amount | Funds Invoiced to<br>Date | Percentage (%) |
|---------------|--------|---------------------------|----------------|
| Other Funding |        |                           |                |
| SHIP Funding  |        |                           |                |
| Total Funding |        |                           |                |

**Percentage of Project Completed to Date:** \_\_\_\_\_% (Monthly \_\_\_\_ Final \_\_\_\_)

**C. Comments (Please answer all questions)**

1. Describe specific tasks completed.

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2. Describe any unforeseen obstacles that have come up that will prevent you from carrying out the project as agreed.

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## **ITEM 7.K**

### **Contract Extensions for Roofing Installation and Repair Contractor Services**

#### **Request**

Approval to extend the continuing services contracts for Roofing Installation and Repair Contractor Services with the following contractors: (1) Advanced Roofing, Inc. (Contract #20230046), (2) Atlas Apex Roof LLC (Contract #20230168), and (3) Springer-Peterson Roofing and Sheet Metal (Contract #20230067).

#### **Explanation**

On March 1, 2022, the City Commission approved the selection of four contractors: Advanced Roofing, Inc., Atlas Apex Roof LLC, Springer-Peterson Roofing and Sheet Metal, and Roof Control Services, Inc. for continuing services contracts for Roofing Installation and Repair Contractor Services for City facilities. These contracts were awarded on a task-order basis for an initial three-year term, with the option for two one-year extensions. This extension would be the first of the two available.

At this time, three contractors, Advanced Roofing, Inc., Atlas Apex Roof LLC, and Springer-Peterson Roofing and Sheet Metal, have submitted the required extension documentation. Staff is requesting approval to extend their contracts through March 1, 2026. The remaining contractor, Roof Control Services, Inc., will be presented for Commission approval once the necessary extension documentation is received.

#### **Recommendation**

Approval to extend the continuing services contracts for Roofing Installation and Repair Contractor Services with Advanced Roofing, Inc., Atlas Apex Roof LLC, and Springer-Peterson Roofing and Sheet Metal for an additional year, setting the new expiration date as March 1, 2026.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Public Works & Engineering

Presenter:

#### **Attachment(s):**

1. (S) Advanced Roofing Contract Extension 2025
2. (S) Atlas Apex Roofing Contract Extension 2025
3. (S) Springer-Peterson Roofing and Sheet Metal Contract Extension 2025

**FIRST RENEWAL TO THE AGREEMENT  
BETWEEN THE CITY OF KISSIMMEE  
AND ADVANCED ROOFING, INC**

**THIS FIRST RENEWAL** of the Agreement for Roof Installation and Repair Services for the City of Kissimmee is made this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as “CITY” and **ADVANCED ROOFING, INC.**, whose address is 200 Northstar Ct., Sanford, Florida 32771, hereinafter known as “CONTRACTOR”. CONTRACTOR and CITY are collectively referred to hereinafter as the "Parties".

**WHEREAS**, CITY advertised a Request for Proposals “RFP 2022-001” for Roof Installation and Repair Contractor Services wherein firms submitted proposals which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, the Parties entered into the Agreement between the City of Kissimmee and Advanced Roofing, Inc., on March 1, 2022 (the “Original Agreement”) for an initial term of three (3) years with the option of two (2) one (1) year renewal periods; and

**WHEREAS**, the initial term of the Original Agreement is set to expire and the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

**WHEREAS**, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional one (1) year pursuant to the terms of same.

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Renewal, CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated March 1, 2022, incorporated herein by reference and attached hereto as **Exhibit “A”**.
3. **TERM.** CITY and CONTRACTOR agree to exercise the first one (1) year renewal provided under Article 2 (“Term”) of the Original Agreement, extending the terms and conditions therein for an additional year.
4. **Effective Date.** The effective date of this First Renewal of the Agreement between CITY and **ADVANCED ROOFING, INC.**, is \_\_\_\_\_, 2025.

*Signature Page to Follow*

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

**ADVANCED ROOFING, INC.**

By: 

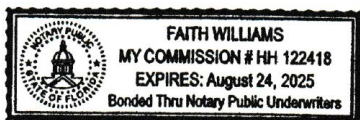
Title: Robert P. Kornahrens, President

Date: 1.30.2025

STATE OF FLORIDA )  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 30 day of January, 2025, by means of ☒ physical presence or ☐ online notarization by Robert P. Kornahrens as President for Advanced Roofing, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary:   
Print Name: Faith Williams  
My Commission Expires: 8.24.2025

**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Jackie Espinosa, Mayor-Commissioner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Olga Sanchez de Fuentes, City Attorney

**EXHIBIT “A”  
ORIGINAL AGREEMENT**



**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Advanced Roofing, Inc.**

**THIS AGREEMENT** is made and entered this 1<sup>st</sup> day of March, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Advanced Roofing, Inc., whose address is 200 Northstar Ct, Sanford, FL 32771 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

**WHEREAS**, CITY desires to retain services of competent and qualified Contractors to provide services to support CITY with on-going general roof installations and repairs on CITY buildings on an as-needed basis to minimize response time and improve customer service; and

**WHEREAS**, CITY advertised a Request for Proposals "RFP 2022-001 " for Roof Installation and Repair Contractor Services, on a continuing, as needed basis wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process CITY has determined that Advanced Roofing, Inc. is qualified to provide the services and desires to award the Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFP.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** This Agreement shall be in effect for a term of three years from the date of execution with the option of two (2), one (1) year renewal periods.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide roof installation and repairs on an as needed basis in accordance with the Scope of Work, Bid Specifications and the Contractor's response to the RFP attached as Exhibit "A" and incorporated herein. CONTRACTOR acknowledges that CITY may retain other contractors, to perform similar work, and that work performed will be on an as needed basis, after receipt of a Work Order form from CITY, a sample is attached hereto as Exhibit "B." Upon receipt of a Work Order, CONTRACTOR shall provide CITY with a quote for the cost of installation and/or repair, and an estimate of the time necessary for completion of the work. CITY shall review the quote and determine whether it is in its best interest of to engage CONTRACTOR for the work. CITY shall provide CONTRACTOR authorization to proceed with the work, through approval signature of the Work Order. CONTRACTOR shall make a good faith effort to complete repairs in a timely manner. Upon knowledge of

- a delay, CONTRACTOR shall request a time extension, in writing, identifying the reason for the delay, with corresponding backup documentation and new completion date. CITY shall review the documentation and agree to time extensions for delivery delays in parts, or other reasons as the City in its sole discretion deems necessary and appropriate. Changes to the Scope of Work must be approved by CITY.

CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement, without hesitation or challenges to CITY

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. They are qualified to perform these services by the State of Florida and has the experience and skill to perform the services required by this Agreement.
- b. They will provide and employ personnel qualified and experienced in their profession to perform the services required.
- c. They will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of license and certifications fees, as applicable. If necessary, CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner and the extent consistent with the best interest of CITY.
- e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

5. **INDEPENDENT CONTRACTOR.** The Parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of CITY.

6. **FEES.** CITY shall pay the CONTRACTOR for services and materials as set forth in the fee schedule contained in Attachment "B". the total contract amount shall not exceed the sum of T W O H U N D R E D T H O U S A N D DOLLARS (\$ 200,000.00) per project. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.

7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice. If this Agreement is

terminated for convenience for any reason, then CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming the CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said Policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of the Agreement and any renewals, CONTRACTOR at its sole cost and expenses shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to the CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.

9. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
  - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's Designated Representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
  - 2. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.
- B. The CONTRACTOR may terminate this Agreement for cause if CITY fails to

pay the CONTRACTOR as provided herein, or the CONTRACTOR can no longer adequately meet the scope of service in the Agreement. The CONTRACTOR shall notify the CITY of the intention to terminate with thirty (30) days notice provided by certified letter to the CITY Designated Representative. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default and may immediately terminate this Agreement.

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

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

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

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from CONTRACTOR performance of the Agreement or any breach or default of CONTRACTOR.

12. **NON - DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NONASSIGNMENT.** CONTRACTOR shall not, without receiving prior consent of CITY, assign this Agreement or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at the CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
14. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services and supply of materials under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.  
The CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.
15. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
  - b CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

- d Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **PUBLIC RECORDS.** CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release

public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

**If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.gov](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

17. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

18. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce or interpret this Agreement.

19. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or future rights to enforce compliance.

20. **NOTICES.** All notices and demands shall be sent via U.S. Certified Mail, return receipt

**As to CONTRACTOR:**

Advanced Roofing, Inc.  
Attn: Jason Carruth  
200 Northstar Ct.  
Sanford, FL 32771

**As to CITY:**

CITY OF KISSIMMEE  
Public Works & Engineering Dept.  
Attn: Hany George  
104 N. Alaska Avenue  
Kissimmee, FL 34741

21. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

22. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

23. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
23. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

*(Signature page to follow)*



IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR

By: [Signature]

Title: VICE President

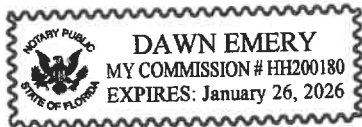
Date: 1/26/2021

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2022, by means of ☒ physical presence or ☐ online notarization, by Jason Carnuth as VP for Advanced Roofing, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Dawn Emery

My Commission Expires: 1-26-26

CITY OF KISSIMMEE

By: [Signature]

Olga Gonzalez, Mayor-Commissioner

Date: March 1, 2022

ATTEST:

[Signature]  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

[Signature]  
City Attorney

# Exhibit A

| ABSTRACT OF BIDS                                                              |                                                |                                              |                                        | City of Kissimmee                                           |                                |                                          | Page 1 of 2                                                     |                                    |
|-------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|----------------------------------------|-------------------------------------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services |                                                |                                              |                                        |                                                             |                                |                                          |                                                                 |                                    |
| OPENING DATE: 11/17/2021<br>TIME: 2:30PM                                      |                                                |                                              |                                        | REQ. DEPARTMENT: Hany George – Public Facilities Supervisor |                                |                                          |                                                                 |                                    |
| VENDOR NAME<br>CITY AND STATE                                                 | Advanced<br>Roofing Int. Ft.<br>Lauderdale, FL | Atlas Apex<br>Roof LLC Ft.<br>Lauderdale, FL | Baker Roofing<br>Com. Raleigh,<br>N.C. | Porter<br>Roofing<br>Morrison,<br>TN                        | RJ Group<br>Port<br>Orange, FL | Roof Control<br>Srvs Inc<br>Clermont, FL | Springer-Peterson<br>Roofing & Sheet<br>Metal Eaton Park,<br>FL | RMS<br>Orlando Inc.<br>Orlando, FL |
| Category 1                                                                    |                                                |                                              |                                        |                                                             |                                |                                          |                                                                 |                                    |
| Foreman                                                                       | \$75/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                                                   | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                                                                    | \$65/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                                                   | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                                                                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                                                   | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                                                                     | 15%                                            | 10%                                          | 15%                                    | 15%                                                         | 15%                            | 25%                                      | 15%                                                             | 20%                                |
| Other Labor                                                                   | 15%                                            | 22%                                          | 20%                                    | 10%                                                         | N/A                            | 25%                                      | 15%                                                             | 30%                                |
|                                                                               |                                                |                                              |                                        |                                                             |                                |                                          |                                                                 |                                    |
| Category 2                                                                    |                                                |                                              |                                        |                                                             |                                |                                          |                                                                 |                                    |
| Foreman                                                                       | \$70/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                                                   | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                                                                    | \$60/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                                                   | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                                                                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                                                   | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                                                                     | 15%                                            | 10%                                          | 15%                                    | 15%                                                         | 15%                            | 25%                                      | 15%                                                             | 30%                                |
| Other Labor                                                                   | 15%                                            | 22%                                          | 20%                                    | 10%                                                         | N/A                            | 25%                                      | 15%                                                             | 30%                                |

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

# Exhibit A

ABSTRACT OF BIDS

City of Kissimmee

Page 2 of 2

INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services

OPENING DATE: 11/17/2021  
TIME: 2:30PM

REQ. DEPARTMENT: Hany George – Public Facilities Supervisor

|                               |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
|-------------------------------|------------------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| VENDOR NAME<br>CITY AND STATE | Advanced<br>Roofing Int. Ft.<br>Lauderdale, FL | Atlas Apex<br>Roof LLC Ft.<br>Lauderdale, FL | Baker Roofing<br>Com. Raleigh,<br>N.C. | Porter<br>Roofing<br>Morrison,<br>TN | RJ Group<br>Port<br>Orange, FL | Roof Control<br>Srvs Inc<br>Clermont, FL | Springer-Peterson<br>Roofing & Sheet<br>Metal Eaton Park,<br>FL | RMS<br>Orlando Inc.<br>Orlando, FL |
| Category 3                    |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Foreman                       | \$65/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                    | \$60/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                     | 15%                                            | 10%                                          | 15%                                    | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 30%                                |
| Other Labor                   | 15%                                            | 22%                                          | 20%                                    | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |

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

## Exhibit B



**CITY OF KISSIMMEE  
PUBLIC WORKS & ENGINEERING  
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to \_\_\_\_\_ with the following described work as agreed upon and are hereby accepted and incorporated:

**DESCRIPTION OF ASSIGNMENT:****FORM OF COMPLETED DELIVERABLES:**

**BASIS OF PAYMENT:** Services shall be made on the basis of \_\_\_\_\_ method in accordance with the Scope of Services, the total not to exceed \_\_\_\_\_ without further authorization from the City of Kissimmee.

**ESTIMATED DATE OF COMPLETION:** This assignment shall be completed within \_\_\_\_\_ calendar days from the receipt of the official Notice to Proceed from the City.

| TASK | FEE  |
|------|------|
| 1)   |      |
| 2)   |      |
| 3)   |      |
| 4)   |      |
| 5)   |      |
| 6)   |      |
| 7)   |      |
| 8)   |      |
|      | \$ - |

|                                                                  |        |
|------------------------------------------------------------------|--------|
| Contract Dollars:                                                | \$0.00 |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction): | \$0.00 |
| <b>CONTRACT TOTAL DOLLARS:</b>                                   | \$0.00 |

|                                      |                                                   |
|--------------------------------------|---------------------------------------------------|
| Accepted By: _____<br>(Signature)    | Requested By: _____<br>(Signature)                |
| Title/Position: _____                | City Engineer: _____<br>City Engineer (Signature) |
| City Commission Approval Date: _____ | Approved By: _____<br>Director, PW&E (Signature)  |

Exhibit B

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                    | <b>CITY OF KISSIMMEE<br/>PUBLIC WORKS &amp; ENGINEERING<br/>WORK ORDER FORM</b>                                                                                                                                                                                                                                                                                                                                          | Work Order #:<br><br>Purchase Order#: |
| <b>DATE:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>DESCRIPTION OF ASSIGNMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>FORM OF COMPLETED DELIVERABLES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>BASIS OF PAYMENT:</b> Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>ESTIMATED DATE OF COMPLETION:</b> This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| <b>TASK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>FEE</b>                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| 4)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| 5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ -                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |
| Contract Dollars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                                |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction):                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00                                |
| <b>CONTRACT TOTAL DOLLARS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$0.00</b>                         |
| Accepted By: _____<br><div style="text-align: right; font-size: small;">(Signature)</div><br>Title/Position: _____<br><br>City Engineer: _____<br><div style="text-align: right; font-size: small;">City Engineer (Signature)</div><br>Approved By: _____<br><div style="text-align: right; font-size: small;">Director, PW&amp;E (Signature)</div><br>Approved as to Form and Legality: _____<br><div style="text-align: right; font-size: small;">City Attorney (Signature)</div> | Requested By: _____<br><div style="text-align: right; font-size: small;">(Signature)</div><br>Approved By: _____<br><div style="text-align: right; font-size: small;">City Manager (Signature)</div><br>Approved By: _____<br><div style="text-align: right; font-size: small;">Mayor (Signature)</div><br>City Commission Approval Date: _____<br><div style="text-align: right; font-size: small;">(If Required)</div> |                                       |

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE  
CITY OF KISSIMMEE AND  
ATLAS APEX ROOFING, LLC**

**THIS FIRST RENEWAL** of the Agreement for Roof Installation and Repair Services for the City of Kissimmee is made this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as "CITY" and **ATLAS APEX ROOFING, LLC**, whose address is 281 NE 32<sup>nd</sup> Street, Fort Lauderdale, Florida 33334, hereinafter known as "CONTRACTOR". CONTRACTOR and CITY are collectively referred to hereinafter as the "Parties".

**WHEREAS**, CITY advertised a Request for Proposals "RFP 2022-001" for Roof Installation and Repair Contractor Services wherein firms submitted proposals which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, the Parties entered into the Agreement between the City of Kissimmee and Atlas Apex Roofing, LLC on March 1, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) one (1) year renewal periods; and

**WHEREAS**, the initial term of the Original Agreement is set to expire and the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

**WHEREAS**, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional one (1) year pursuant to the terms of same.

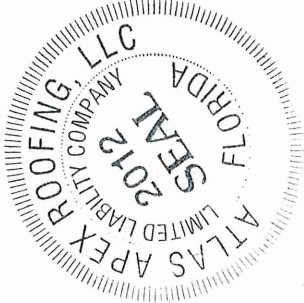
**NOW THEREFORE**, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Renewal, CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated March 1, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.
3. **TERM.** CITY and CONTRACTOR agree to exercise the first one (1) year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.
4. **Effective Date.** The effective date of this First Renewal of the Agreement between **CITY** and **ATLAS APEX ROOFING, LLC**, is \_\_\_\_\_, 2025.

*Signature Page to Follow*



IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.



ATLAS APEX ROOFING, LLC

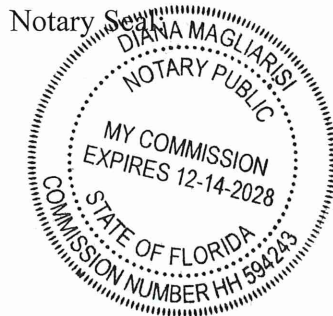
By: [Signature]  
Henry Gembala

Title: President

Date: 02/05/2025

STATE OF FLORIDA )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 5th day of February, 2025, by means of ☒ physical presence or ☐ online notarization by Henry Gembala as President for Atlas Apex Roofing, LLC, a Florida corporation, who is personally known to me or has produced identification.



Notary: [Signature]  
Print Name: Diana Magliarisi  
My Commission Expires: \_\_\_\_\_

CITY OF KISSIMMEE

By: \_\_\_\_\_  
Jackie Espinosa, Mayor-Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Olga Sanchez de Fuentes, City Attorney

**EXHIBIT "A"**  
**ORIGINAL AGREEMENT**



**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Atlas Apex Roofing, LLC.**

**THIS AGREEMENT** is made and entered this 1st day of March, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Atlas Apex Roofing, LLC., whose address is 281 NE 32nd Street, Fort Lauderdale, FL 33334 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

**WHEREAS**, CITY desires to retain services of competent and qualified Contractors to provide services to support CITY with on-going general roof installations and repairs on CITY buildings on an as-needed basis to minimize response time and improve customer service; and

**WHEREAS**, CITY advertised a Request for Proposals "RFP 2022-001 " for Roof Installation and Repair Contractor Services, on a continuing, as needed basis wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process CITY has determined that Atlas Apex Roofing, LLC is qualified to provide the services and desires to award the Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFP.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** This Agreement shall be in effect for a term of three years from the date of execution with the option of two (2), one (1) year renewal periods.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide roof installation and repairs on an as needed basis in accordance with the Scope of Work, Bid Specifications and the Contractor's response to the RFP attached as Exhibit "A" and incorporated herein. CONTRACTOR acknowledges that CITY may retain other contractors, to perform similar work, and that work performed will be on an as needed basis, after receipt of a Work Order form from CITY, a sample is attached hereto as Exhibit "B." Upon receipt of a Work Order, CONTRACTOR shall provide CITY with a quote for the cost of installation and/or repair, and an estimate of the time necessary for completion of the work. CITY shall review the quote and determine whether it is in its best interest of to engage CONTRACTOR for the work. CITY shall provide CONTRACTOR authorization to proceed with the work, through approval signature of the Work Order. CONTRACTOR shall make a good faith effort to complete repairs in a timely manner. Upon knowledge of

- a delay, CONTRACTOR shall request a time extension, in writing, identifying the reason for the delay, with corresponding backup documentation and new completion date. CITY shall review the documentation and agree to time extensions for delivery delays in parts, or other reasons as the City in its sole discretion deems necessary and appropriate. Changes to the Scope of Work must be approved by CITY.

CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement, without hesitation or challenges to CITY

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. They are qualified to perform these services by the State of Florida and has the experience and skill to perform the services required by this Agreement.
- b. They will provide and employ personnel qualified and experienced in their profession to perform the services required.
- c. They will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of license and certifications fees, as applicable. If necessary, CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner and the extent consistent with the best interest of CITY.
- e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

5. **INDEPENDENT CONTRACTOR.** The Parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of CITY.

6. **FEES.** CITY shall pay the CONTRACTOR for services and materials as set forth in the fee schedule contained in Attachment "B", the total contract amount shall not exceed the sum of T W O H U N D R E D T H O U S A N D D O L L A R S (\$ 200,000.00) per project. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.

7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice. If this Agreement is

terminated for convenience for any reason, then CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming the CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said Policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of the Agreement and any renewals, CONTRACTOR at its sole cost and expenses shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to the CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.

9. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
  - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's Designated Representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
  - 2. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.
- B. The CONTRACTOR may terminate this Agreement for cause if CITY fails to

pay the CONTRACTOR as provided herein, or the CONTRACTOR can no longer adequately meet the scope of service in the Agreement. The CONTRACTOR shall notify the CITY of the intention to terminate with thirty (30) days notice provided by certified letter to the CITY Designated Representative. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default and may immediately terminate this Agreement.

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

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

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

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from CONTRACTOR performance of the Agreement or any breach or default of CONTRACTOR.

12. **NON - DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NONASSIGNMENT.** CONTRACTOR shall not, without receiving prior consent of CITY, assign this Agreement or any portion hereof. This Agreement is hereby deemed to be of a personal service contract nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at the CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
14. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services and supply of materials under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.  
The CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.
15. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
  - b CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

- d Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **PUBLIC RECORDS.** CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release

public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

**If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.gov](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
  - e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
  - f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
17. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
18. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce or interpret this Agreement.
19. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or future rights to enforce compliance.
20. **NOTICES.** All notices and demands shall be sent via U.S. Certified Mail, return receipt

**As to CONTRACTOR:**  
Atlas Apex Roofing, LLC  
Attn: Henry Gembala, V.P.  
281 NE 32nd Street  
Fort Lauderdale, FL 33334

**As to CITY:**  
CITY OF KISSIMMEE  
Public Works & Engineering Dept.  
Attn: Hany George  
104 N. Alaska Avenue  
Kissimmee, FL 34741

21. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
22. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.
23. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
23. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

*(Signature page to follow)*



IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:



**CONTRACTOR**

By: [Signature] Henry Gembala

Title: Vice President

Date: 01/31/2022

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31st day of January, 2022, by means of ☒ physical presence or ☐ online notarization, by Henry Gembala as Vice President for Atlas Apex Roofing, LLC a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]  
Print Name: Diana Magliarisi  
My Commission Expires: \_\_\_\_\_

**CITY OF KISSIMMEE**

By: [Signature]  
Olga Gonzalez, Mayor-Commissioner

Date: March 1, 2022



ATTEST:

[Signature]  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

[Signature]  
City Attorney

# Exhibit A

| ABSTRACT OF BIDS                                                              |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
|-------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| City of Kissimmee                                                             |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Page 1 of 2                                                                   |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| OPENING DATE: 11/17/2021<br>TIME: 2:30PM                                      |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| REQ. DEPARTMENT: Hany George – Public Facilities Supervisor                   |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| VENDOR NAME<br>CITY AND STATE                                                 | Advanced<br>Roofing Int. Ft.<br>Lauderdale, FL | Atlas Apex<br>Roof LLC Ft.<br>Lauderdale, FL | Baker Roofing<br>Com. Raleigh,<br>N.C. | Porter<br>Roofing<br>Morrison,<br>TN | RJ Group<br>Port<br>Orange, FL | Roof Control<br>Srvs Inc<br>Clermont, FL | Springer-Peterson<br>Roofing & Sheet<br>Metal Eaton Park,<br>FL | RMS<br>Orlando Inc.<br>Orlando, FL |
| Category 1                                                                    |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Foreman                                                                       | \$75/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                                                                    | \$65/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                                                                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                                                                     | 15%                                            | 10%                                          | 15%                                    | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 20%                                |
| Other Labor                                                                   | 15%                                            | 22%                                          | 20%                                    | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |
|                                                                               |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Category 2                                                                    |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Foreman                                                                       | \$70/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                                                                    | \$60/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                                                                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                                                                     | 15%                                            | 10%                                          | 15%                                    | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 30%                                |
| Other Labor                                                                   | 15%                                            | 22%                                          | 20%                                    | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |

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

## Exhibit A

ABSTRACT OF BIDS

City of Kissimmee

Page 2 of 2

INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services

OPENING DATE: 11/17/2021  
TIME: 2:30PM

REQ. DEPARTMENT: Hany George – Public Facilities Supervisor

|                               |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
|-------------------------------|------------------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| VENDOR NAME<br>CITY AND STATE | Advanced<br>Roofing Int. Ft.<br>Lauderdale, FL | Atlas Apex<br>Roof LLC Ft.<br>Lauderdale, FL | Baker Roofing<br>Com. Raleigh.<br>N.C. | Porter<br>Roofing<br>Morrison,<br>TN | RJ Group<br>Port<br>Orange, FL | Roof Control<br>Srvs Inc<br>Clermont, FL | Springer-Peterson<br>Roofing & Sheet<br>Metal Eaton Park,<br>FL | RMS<br>Orlando Inc.<br>Orlando, FL |
| Category 3                    |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Foreman                       | \$65/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                    | \$60/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                     | 15%                                            | 10%                                          | 15%                                    | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 30%                                |
| Other Labor                   | 15%                                            | 22%                                          | 20%                                    | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |

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

# Exhibit B

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------|------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>CITY OF KISSIMMEE<br/>PUBLIC WORKS &amp; ENGINEERING<br/>WORK ORDER FORM</b>             | Work Order #:<br><br>Purchase Order#: |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| <b>DATE:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| <b>DESCRIPTION OF ASSIGNMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| <b>FORM OF COMPLETED DELIVERABLES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| <b>BASIS OF PAYMENT:</b> Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| <b>ESTIMATED DATE OF COMPLETION:</b> This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| <b>TASK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>FEE</b>                                                                                  |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| 4)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| 5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| 6)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| 7)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| 8)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                             |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$                                                                                          | -                                     |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| Contract Dollars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             | \$0.00                                |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                             | \$0.00                                |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| <b>CONTRACT TOTAL DOLLARS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                             | <b>\$0.00</b>                         |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">           Accepted By: _____<br/> <div style="text-align: center;">(Signature)</div> </td> <td style="width: 50%; vertical-align: top;">           Requested By: _____<br/> <div style="text-align: center;">(Signature)</div> </td> </tr> <tr> <td style="vertical-align: top;">           Title/Position: _____         </td> <td style="vertical-align: top;">           City Engineer: _____<br/> <div style="text-align: center;">City Engineer (Signature)</div> </td> </tr> <tr> <td style="vertical-align: top;">           City Commission Approval Date: _____         </td> <td style="vertical-align: top;">           Approved By: _____<br/> <div style="text-align: center;">Director, PW&amp;E (Signature)</div> </td> </tr> </table> |                                                                                             |                                       | Accepted By: _____<br><div style="text-align: center;">(Signature)</div> | Requested By: _____<br><div style="text-align: center;">(Signature)</div> | Title/Position: _____ | City Engineer: _____<br><div style="text-align: center;">City Engineer (Signature)</div> | City Commission Approval Date: _____ | Approved By: _____<br><div style="text-align: center;">Director, PW&amp;E (Signature)</div> |
| Accepted By: _____<br><div style="text-align: center;">(Signature)</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Requested By: _____<br><div style="text-align: center;">(Signature)</div>                   |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| Title/Position: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | City Engineer: _____<br><div style="text-align: center;">City Engineer (Signature)</div>    |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |
| City Commission Approval Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Approved By: _____<br><div style="text-align: center;">Director, PW&amp;E (Signature)</div> |                                       |                                                                          |                                                                           |                       |                                                                                          |                                      |                                                                                             |

# Exhibit B

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>CITY OF KISSIMMEE<br/>PUBLIC WORKS &amp; ENGINEERING<br/>WORK ORDER FORM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Work Order #:</div> <div style="border: 1px solid black; padding: 2px;">Purchase Order#:</div> |
| <b>DATE:</b> <span style="border: 1px solid black; display: inline-block; width: 200px; height: 20px; vertical-align: middle;"></span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| <b>DESCRIPTION OF ASSIGNMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| <b>FORM OF COMPLETED DELIVERABLES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| <b>BASIS OF PAYMENT:</b> Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| <b>ESTIMATED DATE OF COMPLETION:</b> This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| <b>TASK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>FEE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                        |
| 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| 4)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| 5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                        |
| <b>Contract Dollars:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00                                                                                                                                                                 |
| <b>NET Dollars for this Work Order/Addendum (Addition/Subtraction):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00                                                                                                                                                                 |
| <b>CONTRACT TOTAL DOLLARS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00                                                                                                                                                                 |
| <b>Accepted By:</b> _____<br><div style="text-align: right; font-size: small;">(Signature)</div><br><b>Title/Position:</b> _____<br><br><b>City Engineer:</b> _____<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span>City Engineer</span> <span>(Signature)</span> </div><br><b>Approved By:</b> _____<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span>Director, PW&amp;E</span> <span>(Signature)</span> </div><br><b>Approved as to Form and Legality:</b> _____<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span>City Attorney</span> <span>(Signature)</span> </div> | <b>Requested By:</b> _____<br><div style="text-align: right; font-size: small;">(Signature)</div><br><b>Approved By:</b> _____<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span>City Manager</span> <span>(Signature)</span> </div><br><b>Approved By:</b> _____<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span>Mayor</span> <span>(Signature)</span> </div><br><b>City Commission Approval Date:</b> _____<br><div style="text-align: right; font-size: small;">(If Required)</div> |                                                                                                                                                                        |

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE  
CITY OF KISSIMMEE AND  
SPRINGER-PETERSON ROOFING AND SHEET METAL INC.**

**THIS FIRST RENEWAL** of the Agreement for Roof Installation and Repair Services for the City of Kissimmee is made this \_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as "CITY" and **SPRINGER-PETERSON ROOFING AND SHEET METAL INC.**, whose mailing address is P.O. Box 1648, Eaton Park, Florida 33840, hereinafter known as "CONTRACTOR". CONTRACTOR and CITY are collectively referred to hereinafter as the "Parties".

**WHEREAS**, CITY advertised a Request for Proposals "RFP 2022-001" for Roof Installation and Repair Contractor Services wherein firms submitted proposals which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, the Parties entered into the Agreement between the City of Kissimmee and Springer-Peterson Roofing and Sheet Metal Inc. on March 1, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) one (1) year renewal periods; and

**WHEREAS**, the initial term of the Original Agreement is set to expire and the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

**WHEREAS**, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional one (1) year pursuant to the terms of same.

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Renewal, CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated March 1, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.
3. **TERM.** CITY and CONTRACTOR agree to exercise the first one (1) year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.
4. **Effective Date.** The effective date of this First Renewal of the Agreement between CITY and **SPRINGER-PETERSON ROOFING AND SHEET METAL INC.** is \_\_\_\_\_, 2025.

*Signature Page to Follow*



IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

**SPRINGER-PETERSON ROOFING AND SHEET METAL INC.**

By: \_\_\_\_\_

Title: President

Date: 2/5/2025

STATE OF FLORIDA )  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 5 day of February, 2025, by means of ☒ physical presence or ☐ online notarization by Daniel Boatwright as PRESIDENT for Springer-Peterson Roofing and Sheet Metal Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



KELLI ANDERSON  
Commission # HH 485409  
Expires March 7, 2028

Notary: \_\_\_\_\_

Print Name: Kelli Anderson

My Commission Expires: 3/7/28

**CITY OF KISSIMMEE**

By: \_\_\_\_\_

Jackie Espinosa, Mayor-Commissioner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Olga Sanchez de Fuentes, City Attorney

**EXHIBIT "A"**  
**ORIGINAL AGREEMENT**



**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Springer-Peterson Roofing and Sheet Metal Inc.**

**THIS AGREEMENT** is made and entered this 1st day of March, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Spring-Peterson Roofing and Sheet Metal Inc. ., whose address is P.O. Box 1648, Eaton Park, FL 33840 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

**WHEREAS**, CITY desires to retain services of competent and qualified Contractors to provide services to support CITY with on-going general roof installations and repairs on CITY buildings on an as-needed basis to minimize response time and improve customer service; and

**WHEREAS**, CITY advertised a Request for Proposals "RFP 2022-001 " for Roof Installation and Repair Contractor Services, on a continuing, as needed basis wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process CITY has determined that Springer-Peterson Roofing and Sheet Metal Inc. is qualified to provide the services and desires to award the Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFP.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** This Agreement shall be in effect for a term of three years from the date of execution with the option of two (2), one (1) year renewal periods.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide roof installation and repairs on an as needed basis in accordance with the Scope of Work, Bid Specifications and the Contractor's response to the RFP attached as Exhibit "A" and incorporated herein. CONTRACTOR acknowledges that CITY may retain other contractors, to perform similar work, and that work performed will be on an as needed basis, after receipt of a Work Order form from CITY, a sample is attached hereto as Exhibit "B." Upon receipt of a Work Order, CONTRACTOR shall provide CITY with a quote for the cost of installation and/or repair, and an estimate of the time necessary for completion of the work. CITY shall review the quote and determine whether it is in its best interest of to engage CONTRACTOR for the work. CITY shall provide CONTRACTOR authorization to proceed with the work, through approval signature of the Work Order. CONTRACTOR shall make a good faith effort to complete repairs in a timely manner. Upon knowledge of

- a delay, CONTRACTOR shall request a time extension, in writing, identifying the reason for the delay, with corresponding backup documentation and new completion date. CITY shall review the documentation and agree to time extensions for delivery delays in parts, or other reasons as the City in its sole discretion deems necessary and appropriate. Changes to the Scope of Work must be approved by CITY.

CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement, without hesitation or challenges to CITY

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. They are qualified to perform these services by the State of Florida and has the experience and skill to perform the services required by this Agreement.
- b. They will provide and employ personnel qualified and experienced in their profession to perform the services required.
- c. They will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of license and certifications fees, as applicable. If necessary, CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner and the extent consistent with the best interest of CITY.
- e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

5. **INDEPENDENT CONTRACTOR.** The Parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of CITY.

6. **FEES.** CITY shall pay the CONTRACTOR for services and materials as set forth in the fee schedule contained in Attachment "B", the total contract amount shall not exceed the sum of T W O H U N D R E D T H O U S A N D DOLLARS (\$ 200,000.00) per project. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.

7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice. If this Agreement is

terminated for convenience for any reason, then CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming the CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said Policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of the Agreement and any renewals, CONTRACTOR at its sole cost and expenses shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to the CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.

9. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
  - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's Designated Representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
  - 2. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.
- B. The CONTRACTOR may terminate this Agreement for cause if CITY fails to

pay the CONTRACTOR as provided herein, or the CONTRACTOR can no longer adequately meet the scope of service in the Agreement. The CONTRACTOR shall notify the CITY of the intention to terminate with thirty (30) days notice provided by certified letter to the CITY Designated Representative. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default and may immediately terminate this Agreement.

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

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

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

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from CONTRACTOR performance of the Agreement or any breach or default of CONTRACTOR.

12. **NON - DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NONASSIGNMENT.** CONTRACTOR shall not, without receiving prior consent of CITY, assign this Agreement or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at the CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
14. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services and supply of materials under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.  
The CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.
15. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
  - b CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

- d Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **PUBLIC RECORDS.** CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release

public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

**If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.gov](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
  - e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
  - f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
17. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
18. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce or interpret this Agreement.
19. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or future rights to enforce compliance.
20. **NOTICES.** All notices and demands shall be sent via U.S. Certified Mail, return receipt

**As to CONTRACTOR:**

Spring-Peterson Roofing & Sheet Metal, Inc.  
Attn: Daniel Boatwright  
P.O. Box 1648  
Eaton Park, FL 33840

**As to CITY:**

CITY OF KISSIMMEE  
Public Works & Engineering Dept.  
Attn: Hany George  
104 N. Alaska Avenue  
Kissimmee, FL 34741

21. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
22. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.
23. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

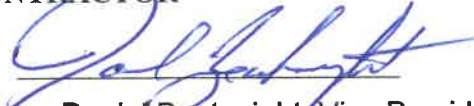
24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
23. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

*(Signature page to follow)*



IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

**CONTRACTOR**

By:   
Title: Daniel Boatwright, Vice President

Date: 2/02/2022

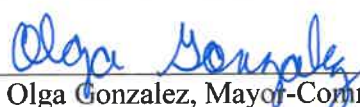
STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 2nd day of February, 2022, by means of ☒ physical presence or ☐ online notarization, by Daniel Boatwright as Vice President/GM for Springer-Petersen Roofing & Sheet Metal, Inc., a Florida corporation, who is personally known to me or has produced identification.



Notary:   
Print Name: Mary Durham  
My Commission Expires: April 19, 2025

**CITY OF KISSIMMEE**

By:   
Olga Gonzalez, Mayor-Commissioner

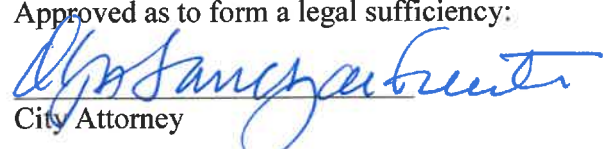
Date: March 1, 2022

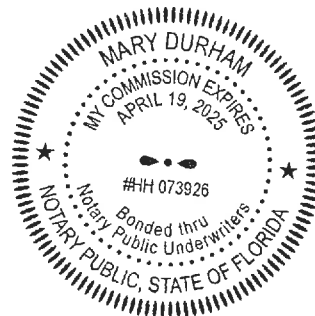


**ATTEST:**

  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

  
City Attorney



# Exhibit A

| ABSTRACT OF BIDS                                                              |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
|-------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| City of Kissimmee                                                             |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Page 1 of 2                                                                   |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| OPENING DATE: 11/17/2021<br>TIME: 2:30PM                                      |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| REQ. DEPARTMENT: Hany George – Public Facilities Supervisor                   |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| VENDOR NAME<br>CITY AND STATE                                                 | Advanced<br>Roofing Int. Ft.<br>Lauderdale, FL | Atlas Apex<br>Roof LLC Ft.<br>Lauderdale, FL | Baker Roofing<br>Com. Raleigh,<br>N.C. | Porter<br>Roofing<br>Morrison,<br>TN | RJ Group<br>Port<br>Orange, FL | Roof Control<br>Srvs Inc<br>Clermont, FL | Springer-Peterson<br>Roofing & Sheet<br>Metal Eaton Park,<br>FL | RMS<br>Orlando Inc.<br>Orlando, FL |
| Category 1                                                                    |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Foreman                                                                       | \$75/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                                                                    | \$65/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                                                                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                                                                     | 15%                                            | 10%                                          | 15%                                    | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 20%                                |
| Other Labor                                                                   | 15%                                            | 22%                                          | 20%                                    | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |
|                                                                               |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Category 2                                                                    |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Foreman                                                                       | \$70/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                                                                    | \$60/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                                                                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                                                                     | 15%                                            | 10%                                          | 15%                                    | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 30%                                |
| Other Labor                                                                   | 15%                                            | 22%                                          | 20%                                    | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |

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

## Exhibit A

ABSTRACT OF BIDS

City of Kissimmee

Page 2 of 2

INVITATION/BID# RFP2022-001 Roofing Installation & Repair Contractor Services

OPENING DATE: 11/17/2021  
TIME: 2:30PM

REQ. DEPARTMENT: Hany George – Public Facilities Supervisor

|                               |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
|-------------------------------|------------------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|--------------------------------|------------------------------------------|-----------------------------------------------------------------|------------------------------------|
| VENDOR NAME<br>CITY AND STATE | Advanced<br>Roofing Int. Ft.<br>Lauderdale, FL | Atlas Apex<br>Roof LLC Ft.<br>Lauderdale, FL | Baker Roofing<br>Com. Raleigh,<br>N.C. | Porter<br>Roofing<br>Morrison,<br>TN | RJ Group<br>Port<br>Orange, FL | Roof Control<br>Srvs Inc<br>Clermont, FL | Springer-Peterson<br>Roofing & Sheet<br>Metal Eaton Park.<br>FL | RMS<br>Orlando Inc.<br>Orlando, FL |
| Category 3                    |                                                |                                              |                                        |                                      |                                |                                          |                                                                 |                                    |
| Foreman                       | \$65/hour                                      | \$58/hour                                    | \$77/hour                              | \$85/hour                            | \$135/hour                     | \$75/hour                                | \$70/hour                                                       | \$94/hour                          |
| Installers                    | \$60/hour                                      | \$52/hour                                    | \$68/hour                              | \$70/hour                            | N/A                            | \$75/hour                                | \$60/hour                                                       | \$84/hour                          |
| Helper                        | \$55/hour                                      | \$42/hour                                    | \$68/hour                              | \$65/hour                            | \$115/hour                     | \$68/hour                                | \$50/hour                                                       | \$70/hour                          |
| Materials                     | 15%                                            | 10%                                          | 15%                                    | 15%                                  | 15%                            | 25%                                      | 15%                                                             | 30%                                |
| Other Labor                   | 15%                                            | 22%                                          | 20%                                    | 10%                                  | N/A                            | 25%                                      | 15%                                                             | 30%                                |

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

Exhibit B

|                                                                                                                                                                                                                                          |                                                                                             |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|---------------------------------------|
|                                                                                                                                                         | <b>CITY OF KISSIMMEE<br/>PUBLIC WORKS &amp; ENGINEERING<br/>WORK ORDER FORM</b>             | Work Order #:<br><br>Purchase Order#: |
| <b>DATE:</b> _____                                                                                                                                                                                                                       |                                                                                             |                                       |
| Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated: |                                                                                             |                                       |
| <b>DESCRIPTION OF ASSIGNMENT:</b>                                                                                                                                                                                                        |                                                                                             |                                       |
| <b>FORM OF COMPLETED DELIVERABLES:</b>                                                                                                                                                                                                   |                                                                                             |                                       |
| <b>BASIS OF PAYMENT:</b> Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.                           |                                                                                             |                                       |
| <b>ESTIMATED DATE OF COMPLETION:</b> This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.                                                                     |                                                                                             |                                       |
| <b>TASK</b>                                                                                                                                                                                                                              | <b>FEE</b>                                                                                  |                                       |
| 1)                                                                                                                                                                                                                                       |                                                                                             |                                       |
| 2)                                                                                                                                                                                                                                       |                                                                                             |                                       |
| 3)                                                                                                                                                                                                                                       |                                                                                             |                                       |
| 4)                                                                                                                                                                                                                                       |                                                                                             |                                       |
| 5)                                                                                                                                                                                                                                       |                                                                                             |                                       |
| 6)                                                                                                                                                                                                                                       |                                                                                             |                                       |
| 7)                                                                                                                                                                                                                                       |                                                                                             |                                       |
| 8)                                                                                                                                                                                                                                       |                                                                                             |                                       |
|                                                                                                                                                                                                                                          | \$ -                                                                                        |                                       |
| Contract Dollars:                                                                                                                                                                                                                        |                                                                                             | \$0.00                                |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction):                                                                                                                                                                         |                                                                                             | \$0.00                                |
| <b>CONTRACT TOTAL DOLLARS:</b>                                                                                                                                                                                                           |                                                                                             | <b>\$0.00</b>                         |
| Accepted By: _____<br><div style="text-align: center;">(Signature)</div>                                                                                                                                                                 | Requested By: _____<br><div style="text-align: center;">(Signature)</div>                   |                                       |
| Title/Position: _____                                                                                                                                                                                                                    | City Engineer: _____<br><div style="text-align: center;">City Engineer (Signature)</div>    |                                       |
| City Commission Approval Date: _____                                                                                                                                                                                                     | Approved By: _____<br><div style="text-align: center;">Director, PW&amp;E (Signature)</div> |                                       |

# Exhibit B

|                                                                                                                                                                                                                                          |                                                                                                                  |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------|
|                                                                                                                                                         | <b>CITY OF KISSIMMEE<br/>PUBLIC WORKS &amp; ENGINEERING<br/>WORK ORDER FORM</b>                                  | Work Order #:<br><br>Purchase Order#: |
| <b>DATE:</b> _____                                                                                                                                                                                                                       |                                                                                                                  |                                       |
| Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated: |                                                                                                                  |                                       |
| <b>DESCRIPTION OF ASSIGNMENT:</b>                                                                                                                                                                                                        |                                                                                                                  |                                       |
| <b>FORM OF COMPLETED DELIVERABLES:</b>                                                                                                                                                                                                   |                                                                                                                  |                                       |
| <b>BASIS OF PAYMENT:</b> Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.                           |                                                                                                                  |                                       |
| <b>ESTIMATED DATE OF COMPLETION:</b> This assignment shall be completed within _____ calendar days from the receipt of the official Notice to Proceed from the City.                                                                     |                                                                                                                  |                                       |
| <b>TASK</b>                                                                                                                                                                                                                              | <b>FEE</b>                                                                                                       |                                       |
| 1)                                                                                                                                                                                                                                       |                                                                                                                  |                                       |
| 2)                                                                                                                                                                                                                                       |                                                                                                                  |                                       |
| 3)                                                                                                                                                                                                                                       |                                                                                                                  |                                       |
| 4)                                                                                                                                                                                                                                       |                                                                                                                  |                                       |
| 5)                                                                                                                                                                                                                                       |                                                                                                                  |                                       |
|                                                                                                                                                                                                                                          | \$                                                                                                               | -                                     |
| Contract Dollars:                                                                                                                                                                                                                        |                                                                                                                  | \$0.00                                |
| NET Dollars for this Work Order/Addendum (Addition/Subtraction):                                                                                                                                                                         |                                                                                                                  | \$0.00                                |
| <b>CONTRACT TOTAL DOLLARS:</b>                                                                                                                                                                                                           |                                                                                                                  | <b>\$0.00</b>                         |
| Accepted By: _____<br>Title/Position: _____<br>City Engineer: _____<br>Approved By: _____<br>Approved as to Form and Legality: _____                                                                                                     | Requested By: _____<br>Approved By: _____<br>Approved By: _____<br>City Commission Approval Date: _____<br>_____ |                                       |
| (Signature)<br><br><br>City Engineer<br>(Signature)<br><br>Director, PW&E<br>(Signature)                                                                                                                                                 | (Signature)<br><br>City Manager<br>(Signature)<br><br>Mayor<br>(Signature)<br><br>(If Required)                  |                                       |
| City Attorney<br>(Signature)                                                                                                                                                                                                             |                                                                                                                  |                                       |

## **ITEM 7.L**

### **Business Leases for 1021 West Oak Street, Suite C and Suite F**

#### **Request**

Request approval of the two (2) business leases for 1021 West Oak Street, Suite C, Perfect Stitch, contract number 20250179 and Suite F, Amazing T's, contract number 20250181.

#### **Explanation**

The City Commission previously passed Resolution 02-14 approving the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) to obtain property necessary through eminent domain for the construction of improvements to the intersection of John Young Parkway and West Oak Street. In 2019, the City purchased the property located at 1021 West Oak Street, using FDOT funding as part of the eminent domain action. As a result, the leases of the tenants in the building were assigned and assumed by the City, and the City became their landlord. In exchange for the tenants being able to remain on the property through 2022 with no increase in rent, the tenants waived any claims for business damages they might have had in the eminent domain action, and the City committed to constructing a parking cure on the property. The tenants have been paying rent to the City since that time. The construction of the parking lot cure has been completed, and the intersection improvements are projected to begin next month. Staff is recommending renewing the tenant's expired leases. The leases expire on September 30, 2027, unless terminated early. The leases for the following tenants are being renewed:

The commercial tenant at 1021 West Oak Street, Suite C, is Thomas Designs, Inc. d/b/a Perfect Stitch, a Florida Corporation.

The commercial tenant at 1021 West Oak Street, Suite F, is Thomas Designs, Inc. d/b/a Amazing T's, a Florida Corporation.

#### **Recommendation**

Approval of the two (2) business leases for 1021 West Oak Street, Suite C (Perfect Stitch) and Suite F (Amazing T's).

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Attorney

Presenter:

#### **Attachment(s):**

1. (S) Lease Agreement - 1021 W. Oak St., Ste. F (Amazing Ts)
2. (S) Lease Agreement - 1021 W. Oak St., Ste. C (Perfect Stitch)

**CITY OF KISSIMMEE BUSINESS LEASE  
FOR 1021 WEST OAK STREET, SUITE F**

**THIS LEASE AGREEMENT (the "LEASE")** is made this \_\_\_\_ day of February, 2025, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as "**Lessor**" or "**City**" and **THOMAS DESIGNS, INC. d/b/a AMAZING T'S**, a Florida Corporation, whose address is 1319 Bracknell Court, Orlando, Florida 32837, hereinafter referred to as "**Tenant**." City and Tenant are sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

**WHEREAS**, on or about June 30, 2019, the City purchased the commercial property located at 1021 West Oak Street, Kissimmee, Florida where tenant leased Suite F from Jean W. Harbin, Trustee and Trust Agreement of Jean W. Harbin dated July 7, 1994; and.

**WHEREAS** in conjunction with the purchase of the real property, pursuant to an Assignment and Assumption between Jean W. Harbin, Trustee and Trust Agreement of Jean W. Harbin dated July 7, 1994, and the City of Kissimmee the City was assigned and assumed the Warehouse Lease Agreement dated October 1, 2014, for the premises located at 1021 West Oak Street, Suite F, Kissimmee, Florida 34741; and

**WHEREAS**, said lease has expired, and the Parties wish to enter a new lease.

**PART ONE  
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** In consideration of the rents, covenants, and agreements contained herein, Lessor leases to Tenant and the Tenant rents from the Lessor the premises located at 1021 West Oak Street, Suite F, Kissimmee, Florida 34741, which consists of approximately 2,900 square feet of leasable area (the "Leased Premises"). This Lease and the rights of the parties set forth herein shall create the relationship of "landlord" and "tenant" only between Lessor and Tenant; and no estate shall pass out of Lessor; and Tenant shall have a leasehold interest only, not subject to levy and sale and not assignable except as specifically provided herein. This lease is contingent upon Tenant obtaining the necessary permits as may be applicable to operate their business from the appropriate governmental agencies.
- B. **CONDITION OF PREMISES.** Tenant accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises "As Is, Where Is" and in their present condition. Tenant further warrants that the Leased Premises are suitable for Tenant's proposed use described herein.
- C. **PARKING FACILITIES.** Tenant shall be entitled to the use of the adjacent parking facility (Parking Facility) as part of the lease. The Tenant, its agents, contractors, employees, invitees, licensees or concessionaires shall, without exception, utilize only one (1) parking space per vehicle. Tenant acknowledges that pursuant to eminent domain proceedings the City agreed to construct a Parking Cure Plan, attached hereto as **Exhibit**

A, and made a binding part hereof, which was approved by the prior tenants and building owner. Tenant agrees to waive any right to claims, including but not limited to business damages against the City as a result of the construction of the Parking Cure Plan, or the widening of West Oak Street, which may temporarily impact parking and access to their business.

## **PART TWO TERM OF LEASE**

- A. **TERM.** The initial term of this Lease shall be for a period commencing upon execution by the parties and ending on the last day of September 2027, unless sooner terminated as provided herein. This Lease shall terminate at midnight on September 30, 2027 (Termination Date.)
- B. **RENEWAL OPTION.** Provided Tenant is not in default of the Agreement, Tenant is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for one (1) additional terms of five (5) years. This option shall be exercised by written notice to the City not less than sixty (60) days prior to the expiration of the existing term. Upon receipt of the extension options, the Parties shall negotiate the rent for the renewal period based on fair market value.
- C. **HOLDING OVER.** In the event Tenant shall continue to occupy the Leased Premise beyond the term of this Agreement, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Tenant during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

## **PART THREE RENT**

- A. **RENT.** Tenant agrees to pay City the initial rent under this Lease for the Leased Premises of \$1,814.00 monthly, ("Monthly Rent") which includes the common area maintenance fee (lawn mowing, water, sewer, and garbage collection) plus sales tax and any other applicable tax including property tax. Payment of rent will commence on the effective date of the lease. Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the City on or before the tenth day of every month.
- B. **SECURITY DEPOSIT.** Concurrent with the execution of this Lease, Tenant has deposited with previous Landlord the sum of \$1649.97, the receipt of which is acknowledged by Lessor. This sum shall be retained by Lessor as security against damage or default caused by Tenant. If, at any time, Tenant defaults in any provision of this Lease, Lessor will have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Lessor incurring any default by Tenant, or any damages incurred by Lessor by reason of Tenant's default. Lessor, however, may retain the deposit at its option in liquidation of damages it suffers by reason



of Tenant's default. If the deposit is not used for any such purpose, it shall be refunded to Tenant on the expiration of this Lease. Tenant will not be entitled to interest on the security deposit.

- C. **RENT ADJUSTMENTS.** Lessor and Tenant recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers (“Price Index”) as published by the United States Department of Labor’s Bureau of Labor Statistics. Lessor and Tenant also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds.

The parties agree that beginning on the first (1) year from the Effective Date and every year thereafter, the parties hereto will compare the price index for said year with the price index for 2025 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for January, 2025, but shall never decrease.

Notwithstanding the above, the City may obtain an appraisal of the Leased Premises from a MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City determines an appraisal is appropriate due to market conditions, the City shall notify the Tenant of their intention to invoke the right of obtaining an appraisal, sixty days prior to seeking the appraisal. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Tenant improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located in Kissimmee (the “Fair Market Value”). The City shall select a qualified appraiser (“Appraiser”) and notify Tenant of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Tenant and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an “MAI” appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- D. **RENT CAPS.** In no event, however, shall the Rent Adjustment be more than ten percent (10%) for a rent adjustment.
- E. **TAXES AND OTHER EXPENSES.** Tenant agrees to pay Lessor all real estate taxes

levied on the property by the tax collector. Additionally, Tenant shall be liable at their sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes levied upon the Tenant's personal property, including trade fixtures, personal property or inventory kept on the Leased Premises. Tenant shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. The obligation of Tenant with respect to any taxes payable pursuant to this paragraph shall survive the expiration or sooner termination of the term of this Lease.

## **PART FIVE PAYMENTS**

- A. **TIME AND PLACE OF PAYMENT.** All payments of rents, fee, taxes, and other charges are to be made to the City of Kissimmee, 101 Church Street, Kissimmee, FL 34741, or such other place Lessor may direct Tenant in writing.
- B. **DELINQUENT PAYMENT OF RENT AND FEES.** If payment is not received by City by midnight on the 10<sup>th</sup> of each month, a late fee of \$50.00 shall be due from Tenant to City as additional rent. Should the rent not be paid within fifteen (15) days of the due date, the penalty shall increase to \$75.00 or \$100.00 after twenty (20) days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual. If tenant fails to pay the rent when due on a timely basis more than two times during the current lease year, such failure shall constitute a breach of this Lease and Lessor may terminate the lease immediately, upon providing Tenant with 10 (ten) days prior written notice.
- C. **PARTIAL PAYMENT OF RENT.** Payment by Tenant or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be payment on account of the earliest rent, and shall not waive the remainder of the balance owed or satisfy the rent owed for the month. Lessor may accept partial payment of rent without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

## **PART SIX PRIVILEGES**

- A. **USE OF PREMISES.** Lessor grants to the Tenant the right and privilege to use the Leased Premises for general office purposes and the retail sale of textiles and screen printing, and for such other lawful purpose as shall be agreed upon between the Tenant and Lessor.
- B. **PROHIBITED USES.** Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance. Tenant shall not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is illegal, unlawful or deemed to be disreputable in any manner or permit which subjects Lessor to extra-hazardous exposure. Tenant shall

conduct its business in a manner as not to create a nuisance, or unreasonably interfere with, or disturb any other tenant of the property. Tenant shall not use or permit the use of any portion of said premises as sleeping or living quarters or lodging.

- C. **INGRESS AND EGRESS.** Tenant shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Tenant, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.
- D. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain and repair all utility equipment of any kind, in, upon or under the leased premises as may be necessary for servicing of the Leased Premises. Lessor shall also have the right to enter the Leased Premises at all reasonable times and upon reasonable notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem necessary pursuant to the terms of this Lease. Anytime during the term of this Lease, Lessor may place upon the Leased Premises signs for the sale or rent of the property, which Tenant shall permit to remain thereon.
- E. **QUIET ENJOYMENT.** Tenant upon paying the rents and performing all of the terms on its part to be performed shall peaceably and quietly enjoy the Leased Premises subject to the Terms of the Lease and to any covenants, conditions, restrictions, and encumbrances appearing in the public records.

## **PART SEVEN OBLIGATIONS OF AGREEMENT**

- A. **NET LEASE.** The use and occupancy of the Leased Premises by Tenant shall be without cost or expense to the City, except for the City's obligations set forth or specifically provided elsewhere herein. The Tenant accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Tenant shall keep and maintain the Leased Premises as set forth in PART SEVEN, pay all taxes in accordance with PART THREE, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN, and satisfy all of its other obligations under this Agreement.
- B. **MAINTENANCE BY TENANT.** Tenant shall be responsible for the following maintenance and repair to the Leased Premises:
  - 1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems.
  - 2. Tenant shall at all times keep the premises clean, neat and in an orderly condition, including the entryways, sidewalk and delivery area. Tenant shall keep the

premises clean and free of rodents, bugs and vermin.

3. Maintain a standard service contact for normal and ordinary use, maintenance of and minor repairs to the air conditioning and heating systems. Tenant shall be responsible for the replacement of light bulbs and shall not permit any lighting fixture to contain burned out or non-functioning light bulbs.
  4. Tenant will not store or dispose of any debris or waste materials on the lease Premises, except by means of Waste receptacles or containers authorized by Lessor.
  5. Tenant shall not permit, allow or cause any noxious, disturbing, or offensive odors, fumes or gases or any smoke dust steam or vapors or loud or disturbing noise, sound or vibration to originate in or to be permitted from the Leased Premises.
  6. Tenant shall comply with all federal, state, and local fire codes and regulations. Tenant shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes.
  7. Tenant will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor recognizes that the intended use is compliant as to the City's land use and zoning codes.
  8. Lessor retains the right to, reasonably in both time and scope, upon written notice to Tenant; require Tenant to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Tenant and may upon written notice require specific maintenance work to be completed by Tenant. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Tenant shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Tenant shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
  9. Tenant agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Tenant obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.
- C. **CONSTRUCTION, ALTERATIONS, REPAIRS.** Tenant shall not erect any structures, make any improvements or modifications, or undertake any other construction

on the Leased Premises, nor shall Tenant alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor. Lessor must be provided with a written estimate of the costs and the estimate will be reviewed. If Tenant receives approval of the alternations, all costs must be paid in full in advance before any work is commenced. Tenant alterations shall be performed by a duly licensed Florida contractor approved by the Lessor. Any approved Tenant alterations shall be made in accordance with all applicable laws, ordinances and building codes and shall be performed in good and workmanlike manner without disruption to other tenants or landlord.

- D. **UTILITIES.** Tenant shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Tenant shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Tenant will pay a proportional costs of any fees enacted to cover the cost of governmental services. If any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense, in accordance with plans and specifications to be approved in writing by Lessor prior to such installation and use by Tenant.
- E. **TRASH AND GARBAGE REMOVAL.** Tenant shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Tenant shall not permit the accumulation of any trash, or debris on the Leased Premises and shall remove such debris to a disposal site off the Leased Premises. Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage, and other refuse caused from its operation. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.
- F. **SIGNS.** No signs, billboards, flyers shall be erected or maintained by Tenant except according to the Lessor's requirements for location and use of signs on the Leased Premises. Before erection of any sign, billboard or flyer on city property, Tenant must obtain any applicable permits required by the City.
- G. **HAZARDOUS MATERIALS.** Tenant represents and warrants that it will not cause, allow or permit the unlawful presence, use, generation, discharge, storage, release or disposal of any Hazardous Materials. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Leased Premises or property adjacent to the Leased Premises, through activities of the Tenant, the Tenant shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Tenants sole cost and expense. Tenant hereby agrees to indemnity and hold harmless Lessor and its employees, agents and contractors from and against any all liabilities, to the full extent that such liabilities are directly attributable to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials in or on the Leased Premises or the property by Tenant or its employees, agents, contractors during

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

**H. NO LIENS.**

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

**I. INDEMNITY.**

1. Tenant covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, attorney's fees, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Tenant' use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Tenant' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence.

2. The City will refer to Tenant promptly upon notice thereof, any claim made or suit instituted against the City, which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its interest. Tenant shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Tenant to the City under this Agreement. Any final judgment rendered against the City for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to a liability and amount.
3. Tenant shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage of either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent or adjoining property.
4. Tenant shall give prompt notice to Lessor in case of fire or accidents in the Leased Premises or in the building with the Leased Premises are a part of or defects therein or in any fixtures or equipment.

J. **INSURANCE.** Tenant shall procure and maintain in effect, at their own expense, for the term of this Agreement. Any insurance procured by Tenant as herein required shall be issued in the name of the Lessor and Tenant by insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual and independent contractors. All policies shall contain endorsements that: a) such insurance may not be canceled or amended with respect to Lessor during the entire term include the City of Kissimmee as an additional insured as its interests appear. Tenant shall furnish Lessor with a Certificate of Insurance from the Tenant's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar properties.

1. **Workers Compensation:** Tenant Contractor will provide Worker's Compensation coverage for all employees at the site location or adequate Employers' Liability Insurance.
2. **Public Liability Insurance:** Tenant shall maintain Public Liability Insurance on an occurrence basis with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) for personal injury or death to any one person, protecting Lessor and Tenant against any and all claims for injury and damage to person or property that may arise out of an act of negligence, omission, nonchalance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees

and invitees, and One Million Dollars (\$1,000,000.00) for personal injury or death to more than one person.

3. Property Damage Insurance: Tenant shall maintain in the amount of One Million Dollars (\$1,000,000.00) with respect to damage to property, and insurance against damage or breakage of plate glass in the Leased Premises for the full insurable and replacement value thereof.
4. Comprehensive General Liability: Tenant will provide coverage of One Million Dollars (\$1,000,000.00).
5. Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than One Million Dollars (\$1,000,000.00).

K. **COMPLIANCE WITH LAW, RULES AND REGULATIONS.** Tenant shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Tenant's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Tenant's breach of any terms or covenants contained within this Agreement shall be borne by Tenant.

L. **RENOVATIONS.**

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

## **PART EIGHT**



## **OBLIGATIONS OF LESSOR**

- A. **ENTRY AND INSPECTION.** Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Tenant. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Tenant's use and enjoyment of the Leased Premises.
- B. **REPAIRS.** Lessor shall be responsible for the maintenance, repair or replacement of the Building and Common Areas as may be required with respect to the parking, driveways, landscaping, sidewalks, roof, electrical, plumbing, HVAC, exterior walls or structural portions of the Leased Premises. Tenant shall notify Lessor immediately of the need for such repair. Lessor shall make such repair or replacement as soon as reasonably possible at Lessor's expense. Lessor shall not be responsible for any damage to the Building or Leased Premises caused by the negligent acts or omissions of Tenant, or its employees, agents, invitees, or representatives.

## **PART NINE DAMAGE OR DESTRUCTION OF LEASED PREMISES**

- A. If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Tenant or Tenant's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Tenant's use of its exclusive space therein even though not rendering such space untenantable, such damage shall be promptly repaired with due diligence by the Lessor at its own cost and expense.
- B. If damage caused shall be so extensive as to render the Tenant's exclusive space untenantable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessor shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored.
- C. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenantable for a period of more than sixty (60) days, Tenant shall have the right to terminate this Agreement upon written notice to the other within sixty (60) days from the date so such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Tenant, and Tenant shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.
- D. If the damage is caused by the negligence of tenant or its' employees, agents, invitees, or concessionaires, Tenant shall repair and refixture the interior of the Leased Premises in a manner and at least a condition equal to that exiting prior to its destruction.

**PART TEN**  
**TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS**

- A. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. **TERMINATION BY TENANT.** Tenant may terminate this Agreement after:
1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Tenant.
  2. Upon Tenant giving sixty (60) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of an enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Tenant which directly results in the inability of the Tenant to use the Leased Premises for a period longer than sixty (60) days.
  3. If the Leased Premises is rendered wholly untenable as a result of damage or destruction not caused by the Tenants, or its employees, agents, invitees, and Lessor has not commenced repairs within ten (10) business days of the occurrence or event, Tenant may give Lessor ten (10) days written notice of cancellation of this Lease, and thereafter Tenant shall not have further responsibilities or obligations under this Lease.
- C. **EXERCISING TENANT'S RIGHTS OF TERMINATION.** Tenant may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. **TERMINATION BY LESSOR.** In addition to taking any other legal remedies, Lessor may terminate this Agreement in the event Tenant:
1. Is in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
  2. Defaulted in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;
  3. Vacates or abandons the Leased Premises or ceases doing business therein for a

period of thirty (30) consecutive days, regardless of whether rent payments are in default, or if this Lease shall pass to or devolve upon, by law or otherwise, on one other than Tenant.

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

## **PART ELEVEN RIGHTS UPON TERMINATION**

- A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. **REMOVAL OF PERSONAL PROPERTY.** Upon the expiration or termination of this Agreement, any trade fixtures, including but not limited to office furniture, machines, signs or other personal property of the Tenant on or in the Leased Premises shall remain the property of Tenant and Lessor agrees that Tenant shall have the right to remove all or part of Tenant's property at any time during the term of this Lease. At the termination of this Agreement for any reason, after payment of all rents and charges, Tenant shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by

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

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

## **PART TWELVE GENERAL PROVISIONS**

A. **LESSOR'S RESERVED RIGHTS.**

1. City reserves the right: (i) to further develop, improve, repair and alter the complex where the Leased Premises is located, including all roadways, driveways, parking areas, sidewalks, and landscaping as it may reasonably see fit. Provided that City shall use reasonable efforts to preserve Tenant's rights hereunder, City shall be free from any and all liability to Tenant for loss of business or damages of any nature whatsoever to Tenant occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Leased Premises by Tenant (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Tenant's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Tenant.

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

- C. **TAXES, LICENSES, AND PERMITS.** Tenant shall pay all personal property taxes, which may be assessed against merchandise, or other personal property belonging to the Tenant located on the Leased Premises. In the event any real estate taxes or fees are

assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Tenant. Tenant shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

- D. **PARAGRAPH HEADINGS.** The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **NOTICE.** Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, and deemed delivered upon its deposit Addressed to Lessor in the following manner:

City of Kissimmee  
City Attorney's Office  
101 Church Street  
Kissimmee, Florida 34741  
(407) 518-2318

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

Amazing T's  
1021 West Oak Street, Suite F  
Kissimmee, Florida 34741  
(407) 931-0667

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

- F. **FLORIDA LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- G. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- H. **AMERICANS WITH DISABILITIES ACT.** As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Tenant shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Tenant's operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Tenant is required to make under this Section, shall be performed to the satisfaction of the City. In the event the Tenant shall fail to construct or modify any Improvements to

the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Tenant's behalf, without liability for any disruption to the Tenant's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Tenant and shall be promptly paid by the Tenant to the City as additional Rent hereunder.

- I. **ATTORNEY FEE PROVISION.** In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.
- J. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- K. **FORCE MAJEURE.** A party shall not be liable for any failure to perform under this Lease, nor shall such non-performance be the basis for termination, if such failure is caused by a contingency that is unforeseeable or beyond the control of such party, including acts of God, pandemic, adverse weather conditions, earthquakes, flood, fire, explosion, war, riots, strikes, or other labor disturbances, shortages or fluctuations of electricity, or other utilities, or compliance with the decision of a competent judicial or administrative authority. Financial difficulties shall not be sufficient to constitute adequate basis for abatement of rent or invoking any clause or doctrine tending to insulate that party from liability under this Lease. The party seeking partial release from its obligations pursuant to this Paragraph shall remedy with all reasonable dispatch the cause of such
- L. **BROKERS and AGENTS.** City and Tenant represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- M. **ATTORNMEN.** Tenant shall in the event of the sale or assignment of City's interest in the building of which the Leased Premises form a part, the Tenant shall attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
- N. **SEVERABILITY.** If any portion of this Lease shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Lease and the remaining parts shall remain in full force as fully permitted by law as though the invalid, illegal or unenforceable portion had never been part of this Lease.

- O. **WAIVER.** Failure of Lessor to insist upon strict performance of any provision or to exercise any option, or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule, regulation or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed waived unless such waiver is in writing and signed by the Lessor.
- P. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties concerning the Lease Premises and supersedes all prior written or oral agreements between the parties to this Lease Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both City and Tenant.
- Q. **LESSOR TO HAVE LIEN.** Lessor shall have a lien against all goods, equipment, furniture, and other personal property that Tenant brought, stored, or kept on the Leased Premises during the Term of the Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Tenant to Lessor under this Lease. In the event of any default by Tenant, Lessor, may foreclose the lien in the same manner that a mortgage would be foreclosed, and in the event, Tenant shall be obligated for all court costs and reasonable attorney's fees.
- R. **END OF TERM.** At the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys and combinations to locks, safes and vaults to Lessor. Tenant shall remove all its personal property, trade fixtures, signs, alterations, additions and decorations and shall repair any damage caused thereby and shall clean the floors, walls, light fixtures, doors and windows. If Tenant fails to remove its personal property upon the expiration of the lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.
- S. **SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of sovereign immunity that may be applicable to Lessor. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes.
- T. **EFFECTIVE DATE.** The Effective Date shall mean January 7, 2025.

*Signature page to follow*



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

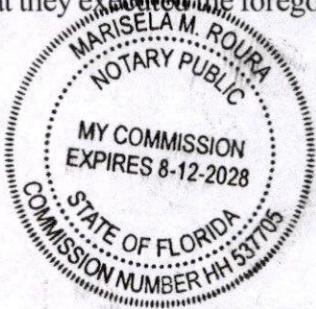
LESSOR-  
Susan Thomas

State of Florida     )  
County of Osceola    )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 13 day of February, 2025, by Susan Thomas, as President of **Thomas Designs Inc.**, a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☒ who has produced FL DL T920-79660-248-0 as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:

M. Roua  
Notary Public, State of Florida



CITY OF KISSIMMEE, FLORIDA

Jackie Espinosa  
Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality

\_\_\_\_\_  
City Attorney



**Exhibit A**  
**Parking Cure Plan**

## **APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS**

THIS APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS (this "Agreement") is made this 18<sup>th</sup> day of June, 2019 by and between THOMAS DESIGNS, INC. d/b/a AMAZING T'S, under the Lease dated October 1, 2014, whose address is 1021-F West Oak Street, Kissimmee, Florida 34741, (hereinafter "Tenant"), and CITY OF KISSIMMEE, a political subdivision of the State of Florida, whose address is 101 North Church Street, Kissimmee, Florida 34741, its successors and assigns (hereinafter the "City"). JEAN W HARBIN, Trustee under the Trust Agreement of Jean W. Harbin dated July 7, 1994, (hereinafter the "Owner") joins in and consents to this Agreement.

### **RECITALS:**

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY.** The Tenant leases property located at 1021 W Oak Street, Kissimmee, FL 34741 (Osceola County Parcel Numbers 21-25-29-1420-0001-0267, 21-25-29-1420-0001-026B, and 21-25-29-1420-0001-0265).
2. **SALE OF THE PROPERTY.** The Owner of the Property has agreed to sell the entire Property to the City of Kissimmee.
3. **CURE APPROVAL.** The City agrees to construct the Parking Cure Plan attached as Exhibit "1" prior to construction of the West Oak Street Improvement Project. The Tenant has reviewed the Parking Cure Plan and approves of the same. In exchange, the Tenant waives any and all claims against the City and the Owner for the acquisition of the Property for the widening of West Oak Street, including but not limited to business damages, proceeds from the condemnations, attorney's fees, expert's fees, and costs.
4. **LEASE TERMINATION.** The City also agrees to allow Tenant to continue leasing its current premises at its current rental rate until at least September 30, 2022.

**[Signatures on Following Page]**



The parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signed, sealed and delivered  
In the presence of:

[Signature]  
Print Name: LOU LONDONO

Fran Case  
Print Name: FRAN CASE

THOMAS DESIGNS, INC. d/b/a  
AMAZING T'S

Signature: [Signature]

Print Name: Susan Thomas

Title: President

Signed, sealed and delivered  
In the presence of:

Fran Case  
Print Name: FRAN CASE

[Signature]  
Print Name: Susan A Bauer

JEAN W. HARBIN, TRUSTEE UNDER  
THE TRUST AGREEMENT OF JEAN  
W. HARBIN DATED JULY 7, 1994:

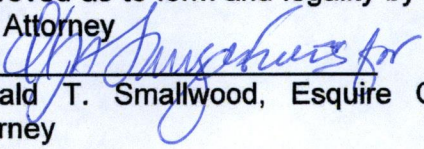
Signature: [Signature]

Print Name: Jean W. Harbin

Title: Owner

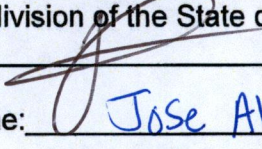


Approved as to form and legality by the  
City Attorney

By:   
Donald T. Smallwood, Esquire City  
Attorney

CITY:

City of Kissimmee, a political  
subdivision of the State of Florida,

By: 

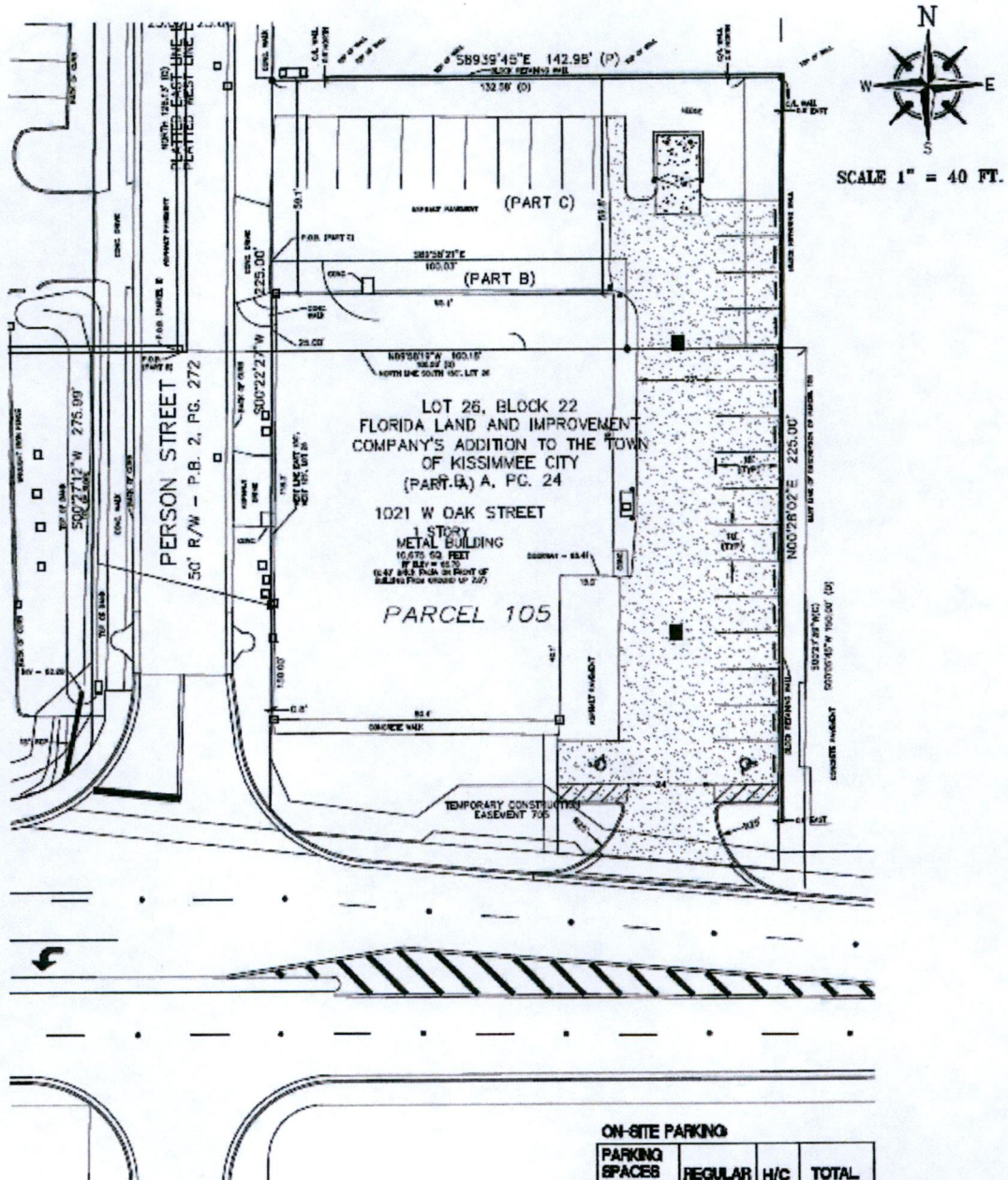
Name: Jose Alvarez

Title: Mayor-Commissioner

Authorized Representative for the City  
of Kissimmee, a political subdivision of  
the State of Florida



**EXHIBIT 1**  
**TO APPROVAL OF PARKING PLAN AND WAIVER OF CLAIMS**



**CITY OF KISSIMMEE BUSINESS LEASE  
FOR 1021 WEST OAK STREET, SUITE C**

**THIS LEASE AGREEMENT** (the “**LEASE**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as “**Lessor**” or “**City**” and **THOMAS DESIGNS, INC. d/b/a PERFECT STITCH**, a Florida Corporation, whose address is 1319 Bracknell Court, Orlando, Florida 32837, hereinafter referred to as “**Tenant**.” City and Tenant are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**, on or about June 30, 2019, the City purchased the commercial property located at 1021 West Oak Street, Kissimmee, Florida where tenant leased Suite F from Jean W. Harbin, Trustee and Trust Agreement of Jean W. Harbin dated July 7, 1994; and.

**WHEREAS** in conjunction with the purchase of the real property, pursuant to an Assignment and Assumption between Jean W. Harbin, Trustee and Trust Agreement of Jean W. Harbin dated July 7, 1994, and the City of Kissimmee the City was assigned and assumed the Business Lease Agreement dated December 1, 2014, for the premises located at 1021 West Oak Street, Suite C, Kissimmee, Florida 34741; and

**WHEREAS**, said lease has expired, and the Parties wish to enter a new lease.

**PART ONE  
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES**. In consideration of the rents, covenants, and agreements contained herein, Lessor leases to Tenant and the Tenant rents from the Lessor the premises located at 1021 West Oak Street, Suite C, Kissimmee, Florida 34741, which consists of approximately 2,585 square feet of leasable area (the “Leased Premises”). This Lease and the rights of the parties set forth herein shall create the relationship of “landlord” and “tenant” only between Lessor and Tenant; and no estate shall pass out of Lessor; and Tenant shall have a leasehold interest only, not subject to levy and sale and not assignable except as specifically provided herein. This lease is contingent upon Tenant obtaining the necessary permits as may be applicable to operate their business from the appropriate governmental agencies.
- B. **CONDITION OF PREMISES**. Tenant accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “As Is, Where Is” and in their present condition. Tenant further warrants that the Leased Premises are suitable for Tenants proposed use described herein.
- C. **PARKING FACILITIES**. Tenant shall be entitled to the use of the adjacent parking facility (Parking Facility) as part of the lease. The Tenant, it’s agents, contractors, employees, invitees, licensees or concessionaires shall, without exception, utilize only one (1) parking space per vehicle. Tenant acknowledges that pursuant to eminent domain

proceedings the City agreed to construct a Parking Cure Plan, attached hereto as **Exhibit A**, and made a binding part hereof, which was approved by the prior tenants and building owner. Tenant agrees to waive any right to claims, including but not limited to business damages against the City as a result of the construction of the Parking Cure Plan, or the widening of West Oak Street, which may temporarily impact parking and access to their business.

## **PART TWO TERM OF LEASE**

- A. **TERM.** The initial term of this Lease shall be for a period commencing upon execution by the parties and ending on the last day of September 2027, unless sooner terminated as provided herein. This Lease shall terminate at midnight on September 30, 2027 (Termination Date.)
- B. **RENEWAL OPTION.** Provided Tenant is not in default of the Agreement, Tenant is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for one (1) additional terms of five (5) years. This option shall be exercised by written notice to the City not less than sixty (60) days prior to the expiration of the existing term. Upon receipt of the extension options, the Parties shall negotiate the rent for the renewal period based on fair market value.
- C. **HOLDING OVER.** In the event Tenant shall continue to occupy the Leased Premise beyond the term of this Agreement, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Tenant during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

## **PART THREE RENT**

- A. **RENT.** Tenant agrees to pay City the initial rent under this Lease for the Leased Premises of \$2,781.00 monthly, ("Monthly Rent") which includes the common area maintenance fee (lawn mowing, water, sewer, and garbage collection) plus sales tax and any other applicable tax including property tax. Payment of rent will commence on the effective date of the lease. Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed to be delinquent if not received by the City on or before the tenth day of every month.
- B. **SECURITY DEPOSIT.** Concurrent with the execution of this Lease, Tenant has deposited with previous Landlord the sum of \$2,500.00, the receipt of which is acknowledged by Lessor. This sum shall be retained by Lessor as security against damage or default caused by Tenant. If, at any time, Tenant defaults in any provision of this Lease, Lessor will have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Lessor incurring any default by Tenant, or any damages incurred by Lessor by reason of Tenant's default. Lessor, however, may retain the deposit at its option in liquidation of damages it suffers by reason

of Tenant's default. If the deposit is not used for any such purpose, it shall be refunded to Tenant on the expiration of this Lease. Tenant will not be entitled to interest on the security deposit.

- C. **RENT ADJUSTMENTS.** Lessor and Tenant recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers (“Price Index”) as published by the United States Department of Labor’s Bureau of Labor Statistics. Lessor and Tenant also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds.

The parties agree that beginning on the first (1) year from the Effective Date and every year thereafter, the parties hereto will compare the price index for said year with the price index for 2025 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for January 2025, but shall never decrease.

Notwithstanding the above, the City may obtain an appraisal of the Leased Premises from a MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City determines an appraisal is appropriate due to market conditions, the City shall notify the Tenant of their intention to invoke the right of obtaining an appraisal, sixty days prior to seeking the appraisal. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, but never decrease, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Tenant improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located in Kissimmee (the “Fair Market Value”). The City shall select a qualified appraiser (“Appraiser”) and notify Tenant of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Tenant and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an “MAI” appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- D. **RENT CAPS.** In no event, however, shall the Rent Adjustment be more than ten percent (10%) for a rent adjustment.
- E. **TAXES AND OTHER EXPENSES.** Tenant agrees to pay Lessor all real estate taxes



levied on the property by the tax collector. Additionally, Tenant shall be liable at their sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes levied upon the Tenant's personal property, including trade fixtures, personal property or inventory kept on the Leased Premises. Tenant shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. The obligation of Tenant with respect to any taxes payable pursuant to this paragraph shall survive the expiration or sooner termination of the term of this Lease.

## **PART FIVE PAYMENTS**

- A. **TIME AND PLACE OF PAYMENT.** All payments of rents, fee, taxes, and other charges are to be made to the City of Kissimmee, 101 Church Street, Kissimmee, FL 34741, or such other place Lessor may direct Tenant in writing.
- B. **DELINQUENT PAYMENT OF RENT AND FEES.** If payment is not received by City by midnight on the 10<sup>th</sup> of each month, a late fee of \$50.00 shall be due from Tenant to City as additional rent. Should the rent not be paid within fifteen (15) days of the due date, the penalty shall increase to \$75.00 or \$100.00 after twenty (20) days of the due date. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual. If tenant fails to pay the rent when due on a timely basis more than two times during the current lease year, such failure shall constitute a breach of this Lease and Lessor may terminate the lease immediately, upon providing Tenant with 10 (ten) days prior written notice.
- C. **PARTIAL PAYMENT OF RENT.** Payment by Tenant or receipt by Lessor of a lesser amount than the monthly rent shall be deemed to be payment on account of the earliest rent, and shall not waive the remainder of the balance owed or satisfy the rent owed for the month. Lessor may accept partial payment of rent without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

## **PART SIX PRIVILEGES**

- A. **USE OF PREMISES.** Lessor grants to the Tenant the right and privilege to use the Leased Premises for general office purposes and conducting the retail sale of textiles, monogramming and embroidering, and for such other lawful purpose as shall be agreed upon between the Tenant and Lessor.
- B. **PROHIBITED USES.** Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance. Tenant shall not occupy or use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is illegal, unlawful or deemed to be disreputable in any manner or permit which subjects Lessor to extra-hazardous exposure. Tenant shall

conduct its business in a manner as not to create a nuisance, or unreasonably interfere with, or disturb any other tenant of the property. Tenant shall not use or permit the use of any portion of said premises as sleeping or living quarters or lodging.

- C. **INGRESS AND EGRESS.** Tenant shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Tenant, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.
- D. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain and repair all utility equipment of any kind, in, upon or under the leased premises as may be necessary for servicing of the Leased Premises. Lessor shall also have the right to enter the Leased Premises at all reasonable times and upon reasonable notice to Tenant to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem necessary pursuant to the terms of this Lease. Anytime during the term of this Lease, Lessor may place upon the Leased Premises signs for the sale or rent of the property, which Tenant shall permit to remain thereon.
- E. **QUIET ENJOYMENT.** Tenant upon paying the rents and performing all of the terms on its part to be performed shall peaceably and quietly enjoy the Leased Premises subject to the Terms of the Lease and to any covenants, conditions, restrictions, and encumbrances appearing in the public records.

## **PART SEVEN OBLIGATIONS OF AGREEMENT**

- A. **NET LEASE.** The use and occupancy of the Leased Premises by Tenant shall be without cost or expense to the City, except for the City's obligations set forth or specifically provided elsewhere herein. The Tenant accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Tenant shall keep and maintain the Leased Premises as set forth in PART SEVEN, pay all taxes in accordance with PART THREE, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN, and satisfy all of its other obligations under this Agreement.
- B. **MAINTENANCE BY TENANT.** Tenant shall be responsible for the following maintenance and repair to the Leased Premises:
  - 1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems.
  - 2. Tenant shall at all times keep the premises clean, neat and in an orderly condition, including the entryways, sidewalk and delivery area. Tenant shall keep the

premises clean and free of rodents, bugs and vermin.

3. Maintain a standard service contact for normal and ordinary use, maintenance of and minor repairs to the air conditioning and heating systems. Tenant shall be responsible for the replacement of light bulbs and shall not permit any lighting fixture to contain burned out or non-functioning light bulbs.
4. Tenant will not store or dispose of any debris or waste materials on the lease Premises, except by means of Waste receptacles or containers authorized by Lessor.
5. Tenant shall not permit, allow or cause any noxious, disturbing, or offensive odors, fumes or gases or any smoke dust steam or vapors or loud or disturbing noise, sound or vibration to originate in or to be permitted from the Leased Premises.
6. Tenant shall comply with all federal, state, and local fire codes and regulations. Tenant shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes.
7. Tenant will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor recognizes that the intended use is compliant as to the City's land use and zoning codes.
8. Lessor retains the right to, reasonably in both time and scope, upon written notice to Tenant; require Tenant to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Tenant and may upon written notice require specific maintenance work to be completed by Tenant. If such maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such maintenance, and Tenant shall reimburse Lessor for the cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Tenant shall pay this amount within 30 days after receipt from Lessor in accordance with PART FIVE above.
9. Tenant agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Tenant obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. **CONSTRUCTION, ALTERATIONS, REPAIRS.** Tenant shall not erect any structures, make any improvements or modifications, or undertake any other construction

on the Leased Premises, nor shall Tenant alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor. Lessor must be provided with a written estimate of the costs and the estimate will be reviewed. If Tenant receives approval of the alternations, all costs must be paid in full in advance before any work is commenced. Tenant alterations shall be performed by a duly licensed Florida contractor approved by the Lessor. Any approved Tenant alterations shall be made in accordance with all applicable laws, ordinances and building codes and shall be performed in good and workmanlike manner without disruption to other tenants or landlord.

- D. **UTILITIES.** Tenant shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Tenant shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Tenant will pay a proportional costs of any fees enacted to cover the cost of governmental services. If any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense, in accordance with plans and specifications to be approved in writing by Lessor prior to such installation and use by Tenant.
- E. **TRASH AND GARBAGE REMOVAL.** Tenant shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Tenant shall not permit the accumulation of any trash, or debris on the Leased Premises and shall remove such debris to a disposal site off the Leased Premises. Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage, and other refuse caused from its operation. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.
- F. **SIGNS.** No signs, billboards, flyers shall be erected or maintained by Tenant except according to the Lessor's requirements for location and use of signs on the Leased Premises. Before erection of any sign, billboard or flyer on city property, Tenant must obtain any applicable permits required by the City.
- G. **HAZARDOUS MATERIALS.** Tenant represents and warrants that it will not cause, allow or permit the unlawful presence, use, generation, discharge, storage, release or disposal of any Hazardous Materials. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Leased Premises or property adjacent to the Leased Premises, through activities of the Tenant, the Tenant shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Tenants sole cost and expense. Tenant hereby agrees to indemnity and hold harmless Lessor and its employees, agents and contractors from and against any all liabilities, to the full extent that such liabilities are directly attributable to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials in or on the Leased Premises or the property by Tenant or its employees, agents, contractors during

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

**H. NO LIENS.**

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

**I. INDEMNITY.**

1. Tenant covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, attorney's fees, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Tenant' use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Tenant' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence.

2. The City will refer to Tenant promptly upon notice thereof, any claim made or suit instituted against the City, which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of its interest. Tenant shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Tenant to the City under this Agreement. Any final judgment rendered against the City for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to a liability and amount.
3. Tenant shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage of either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent or adjoining property.
4. Tenant shall give prompt notice to Lessor in case of fire or accidents in the Leased Premises or in the building with the Leased Premises are a part of or defects therein or in any fixtures or equipment.

J. **INSURANCE.** Tenant shall procure and maintain in effect, at their own expense, for the term of this Agreement. Any insurance procured by Tenant as herein required shall be issued in the name of the Lessor and Tenant by insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual and independent contractors. All policies shall contain endorsements that a) such insurance may not be canceled or amended with respect to Lessor during the entire term include the City of Kissimmee as an additional insured as its interests appear. Tenant shall furnish Lessor with a Certificate of Insurance from the Tenant's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar properties.

1. **Workers Compensation:** Tenant Contractor will provide Worker's Compensation coverage for all employees at the site location or adequate Employers' Liability Insurance.
2. **Public Liability Insurance:** Tenant shall maintain Public Liability Insurance on an occurrence basis with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) for personal injury or death to any one person, protecting Lessor and Tenant against any and all claims for injury and damage to person or property that may arise out of an act of negligence, omission, nonchalance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees

and invitees, and One Million Dollars (\$1,000,000.00) for personal injury or death to more than one person.

3. Property Damage Insurance: Tenant shall maintain in the amount of One Million Dollars (\$1,000,000.00) with respect to damage to property, and insurance against damage or breakage of plate glass in the Leased Premises for the full insurable and replacement value thereof.
4. Comprehensive General Liability: Tenant will provide coverage of One Million Dollars (\$1,000,000.00).
5. Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than One Million Dollars (\$1,000,000.00).

K. **COMPLIANCE WITH LAW, RULES AND REGULATIONS.** Tenant shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Tenant's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Tenant's breach of any terms or covenants contained within this Agreement shall be borne by Tenant.

L. **RENOVATIONS.**

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

## **PART EIGHT**

## OBLIGATIONS OF LESSOR

- A. **ENTRY AND INSPECTION.** Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Tenant. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Tenant's use and enjoyment of the Leased Premises.
- B. **REPAIRS.** Lessor shall be responsible for the maintenance, repair or replacement of the Building and Common Areas as may be required with respect to the parking, driveways, landscaping, sidewalks, roof, electrical, plumbing, HVAC, exterior walls or structural portions of the Leased Premises. Tenant shall notify Lessor immediately of the need for such repair. Lessor shall make such repair or replacement as soon as reasonably possible at Lessor's expense. Lessor shall not be responsible for any damage to the Building or Leased Premises caused by the negligent acts or omissions of Tenant, or its employees, agents, invitees, or representatives.

## PART NINE DAMAGE OR DESTRUCTION OF LEASED PREMISES

- A. If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Tenant or Tenant's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Tenant's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessor at its own cost and expense.
- B. If damage caused shall be so extensive as to render the Tenant's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessor shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored.
- C. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Tenant shall have the right to terminate this Agreement upon written notice to the other within sixty (60) days from the date so such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Tenant, and Tenant shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessor shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessor.
- D. If the damage is caused by the negligence of tenant or its' employees, agents, invitees, or concessionaires, Tenant shall repair and refixture the interior of the Leased Premises in a manner and at least a condition equal to that exiting prior to its destruction.



**PART TEN**  
**TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS**

- A. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. **TERMINATION BY TENANT.** Tenant may terminate this Agreement after:
1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Tenant.
  2. Upon Tenant giving sixty (60) days written notice to the Lessor pursuant to Part Twelve (G) of this Agreement and immediately upon or after the occurrence of an enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the premises and the operation of the Tenant which directly results in the inability of the Tenant to use the Leased Premises for a period longer than sixty (60) days.
  3. If the Leased Premises is rendered wholly untenable as a result of damage or destruction not caused by the Tenants, or its employees, agents, invitees, and Lessor has not commenced repairs within ten (10) business days of the occurrence or event, Tenant may give Lessor ten (10) days written notice of cancellation of this Lease, and thereafter Tenant shall not have further responsibilities or obligations under this Lease.
- C. **EXERCISING TENANT'S RIGHTS OF TERMINATION.** Tenant may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.
- D. **TERMINATION BY LESSOR.** In addition to taking any other legal remedies, Lessor may terminate this Agreement in the event Tenant:
1. Is in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
  2. Defaulted in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default;

3. Vacates or abandons the Leased Premises or ceases doing business therein for a period of thirty (30) consecutive days, regardless of whether rent payments are in default, or if this Lease shall pass to or devolve upon, by law or otherwise, on one other than Tenant.
  4. Made a general assignment for the benefit of creditors;
  5. Filed a voluntary or involuntary petition in bankruptcy;
  6. Appointed or to cause the appointment of a receiver for Tenant;
  7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.
- E. **WAIVER OF STATUTORY NOTICE TO QUIT.** In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Tenant agrees that it will forthwith surrender possession of the Leased Premises to Lessor, without the necessity of a legal proceeding.
- F. **SUBLETTING AND ASSIGNMENT.** Tenant may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Tenant may, with the prior written consent of Lessor, assign this Agreement; in such event, Tenant shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Tenant shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

## **PART ELEVEN RIGHTS UPON TERMINATION**

- A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. **REMOVAL OF PERSONAL PROPERTY.** Upon the expiration or termination of this Agreement, any trade fixtures, including but not limited to office furniture, machines, signs or other personal property of the Tenant on or in the Leased Premises shall remain the property of Tenant and Lessor agrees that Tenant shall have the right to remove all or part of Tenant's property at any time during the term of this Lease. At the termination of this Agreement for any reason, after payment of all rents and charges, Tenant shall have the right, within thirty (30) days thereafter to remove any of its office supplies,

goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Tenant, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Tenant within such time shall become the property of the Lessor.

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

## **PART TWELVE GENERAL PROVISIONS**

A. **LESSOR'S RESERVED RIGHTS.**

1. City reserves the right: (i) to further develop, improve, repair and alter the complex where the Leased Premises is located, including all roadways, driveways, parking areas, sidewalks, and landscaping as it may reasonably see fit. Provided that City shall use reasonable efforts to preserve Tenant's rights hereunder, City shall be free from any and all liability to Tenant for loss of business or damages of any nature whatsoever to Tenant occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Leased Premises by Tenant (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Tenant's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Tenant.

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

- C. **TAXES, LICENSES, AND PERMITS.** Tenant shall pay all personal property taxes, which may be assessed against merchandise, or other personal property belonging to the

Tenant located on the Leased Premises. In the event any real estate taxes or fees are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Tenant. Tenant shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

- D. **PARAGRAPH HEADINGS.** The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **NOTICE.** Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, and deemed delivered upon its deposit Addressed to Lessor in the following manner:

City of Kissimmee  
City Attorney's Office  
101 Church Street  
Kissimmee, Florida 34741  
(407) 518-2318

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

Perfect Stitch  
1021 West Oak Street, Suite C  
Kissimmee, Florida 34741  
(407) 931-0667

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

- F. **FLORIDA LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- G. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- H. **AMERICANS WITH DISABILITIES ACT.** As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Tenant shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Tenant's operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Tenant is required to make under this Section, shall be performed to the satisfaction of

the City. In the event the Tenant shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Tenant's behalf, without liability for any disruption to the Tenant's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Tenant and shall be promptly paid by the Tenant to the City as additional Rent hereunder.

- I. **ATTORNEY FEE PROVISION.** In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.
- J. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- K. **FORCE MAJEURE.** A party shall not be liable for any failure to perform under this Lease, nor shall such non-performance be the basis for termination, if such failure is caused by a contingency that is unforeseeable or beyond the control of such party, including acts of God, pandemic, adverse weather conditions, earthquakes, flood, fire, explosion, war, riots, strikes, or other labor disturbances, shortages or fluctuations of electricity, or other utilities, or compliance with the decision of a competent judicial or administrative authority. Financial difficulties shall not be sufficient to constitute adequate basis for abatement of rent or invoking any clause or doctrine tending to insulate that party from liability under this Lease. The party seeking partial release from its obligations pursuant to this Paragraph shall remedy with all reasonable dispatch the cause of such
- L. **BROKERS and AGENTS.** City and Tenant represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- M. **ATTORNMEN**T: Tenant shall in the event of the sale or assignment of City's interest in the building of which the Leased Premises form a part, the Tenant shall attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
- N. **SEVERABILITY.** If any portion of this Lease shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Lease and the remaining parts shall remain in full force as fully permitted by law as though the invalid, illegal or unenforceable portion had never been part of this Lease.

- O. **WAIVER.** Failure of Lessor to insist upon strict performance of any provision or to exercise any option, or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule, regulation or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed waived unless such waiver is in writing and signed by the Lessor.
- P. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties concerning the Lease Premises and supersedes all prior written or oral agreements between the parties to this Lease Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both City and Tenant.
- Q. **LESSOR TO HAVE LIEN.** Lessor shall have a lien against all goods, equipment, furniture, and other personal property that Tenant brought, stored, or kept on the Leased Premises during the Term of the Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Tenant to Lessor under this Lease. In the event of any default by Tenant, Lessor, may foreclose the lien in the same manner that a mortgage would be foreclosed, and in the event, Tenant shall be obligated for all court costs and reasonable attorney's fees.
- R. **END OF TERM.** At the expiration of this Lease, Tenant shall surrender the Leased Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys and combinations to locks, safes and vaults to Lessor. Tenant shall remove all its personal property, trade fixtures, signs, alterations, additions and decorations and shall repair any damage caused thereby and shall clean the floors, walls, light fixtures, doors and windows. If Tenant fails to remove its personal property upon the expiration of the lease, the said property, at Lessor's option, shall be deemed abandoned and shall become the property of Lessor.
- S. **SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of sovereign immunity that may be applicable to Lessor. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes.
- T. **EFFECTIVE DATE.** The Effective Date shall mean January 7, 2025.

*Signature page to follow*



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

LESSOR-

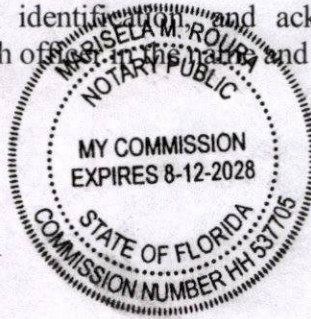
Susan Thomas

State of Florida )  
County of Osceola )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 13 day of February, 2025, by Susan Thomas, as President of Thomas Designs Inc., a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☐ who has produced FL DL T580-7912-60-548-0 as identification and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:

M. Rowa  
Notary Public, State of Florida



CITY OF KISSIMMEE, FLORIDA

\_\_\_\_\_  
Jackie Espinosa  
Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality

\_\_\_\_\_  
City Attorney

**Exhibit A**  
**Parking Cure Plan**



## **APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS**

THIS APPROVAL OF PARKING CURE AND WAIVER OF CLAIMS (this "Agreement") is made this 18<sup>th</sup> day of June, 2019 by and between THOMAS DESIGNS, INC., d/b/a PERFECT STITCH, under the Lease dated December 1, 2014, whose address is 1021 West Oak Street, Kissimmee, Florida 34741, (hereinafter "Tenant"), and CITY OF KISSIMMEE, a political subdivision of the State of Florida, whose address is 101 North Church Street, Kissimmee, Florida 34741, its successors and assigns (hereinafter the "City"). JEAN W HARBIN, Trustee under the Trust Agreement of Jean W. Harbin dated July 7, 1994, (hereinafter the "Owner") joins in and consents to this Agreement.

### **RECITALS:**

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY.** The Tenant leases property located at 1021 W Oak Street, Kissimmee, FL 34741 (Osceola County Parcel Numbers 21-25-29-1420-0001-0267, 21-25-29-1420-0001-026B, and 21-25-29-1420-0001-0265).
2. **SALE OF THE PROPERTY.** The Owner of the Property has agreed to sell the entire Property to the City of Kissimmee.
3. **CURE APPROVAL.** The City agrees to construct the Parking Cure Plan attached as Exhibit "1" prior to construction of the West Oak Street Improvement Project. The Tenant has reviewed the Parking Cure Plan and approves of the same. In exchange, the Tenant waives any and all claims against the City and the Owner for the acquisition of the Property for the widening of West Oak Street, including but not limited to business damages, proceeds from the condemnations, attorney's fees, expert's fees, and costs.
4. **LEASE TERMINATION.** The City also agrees to allow Tenant to continue leasing its current premises at its current rental rate until at least September 30, 2022.

**[Signatures on Following Page]**



The parties have caused this Agreement to be executed this 7 day of June, 2019.

Signed, sealed and delivered  
In the presence of:

[Signature]  
Print Name: LOU LINDEN

Fran Case  
Print Name: FRAN CASE

THOMAS DESIGNS, INC., d/b/a  
PERFECT STITCH

Signature: [Signature]  
Print Name: Susan Thomas  
Title: President

Signed, sealed and delivered  
In the presence of:

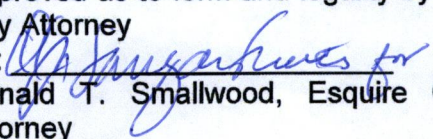
Fran Case  
Print Name: FRAN CASE

[Signature]  
Print Name: Susan Bacon

JEAN W. HARBIN, TRUSTEE UNDER  
THE TRUST AGREEMENT OF JEAN  
W. HARBIN DATED JULY 7, 1994:

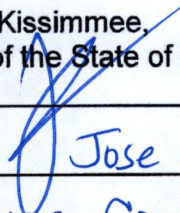
Signature: [Signature]  
Print Name: Jean W. Harbin  
Title: Owner

Approved as to form and legality by the  
City Attorney

By:   
Donald T. Smallwood, Esquire City  
Attorney

CITY:

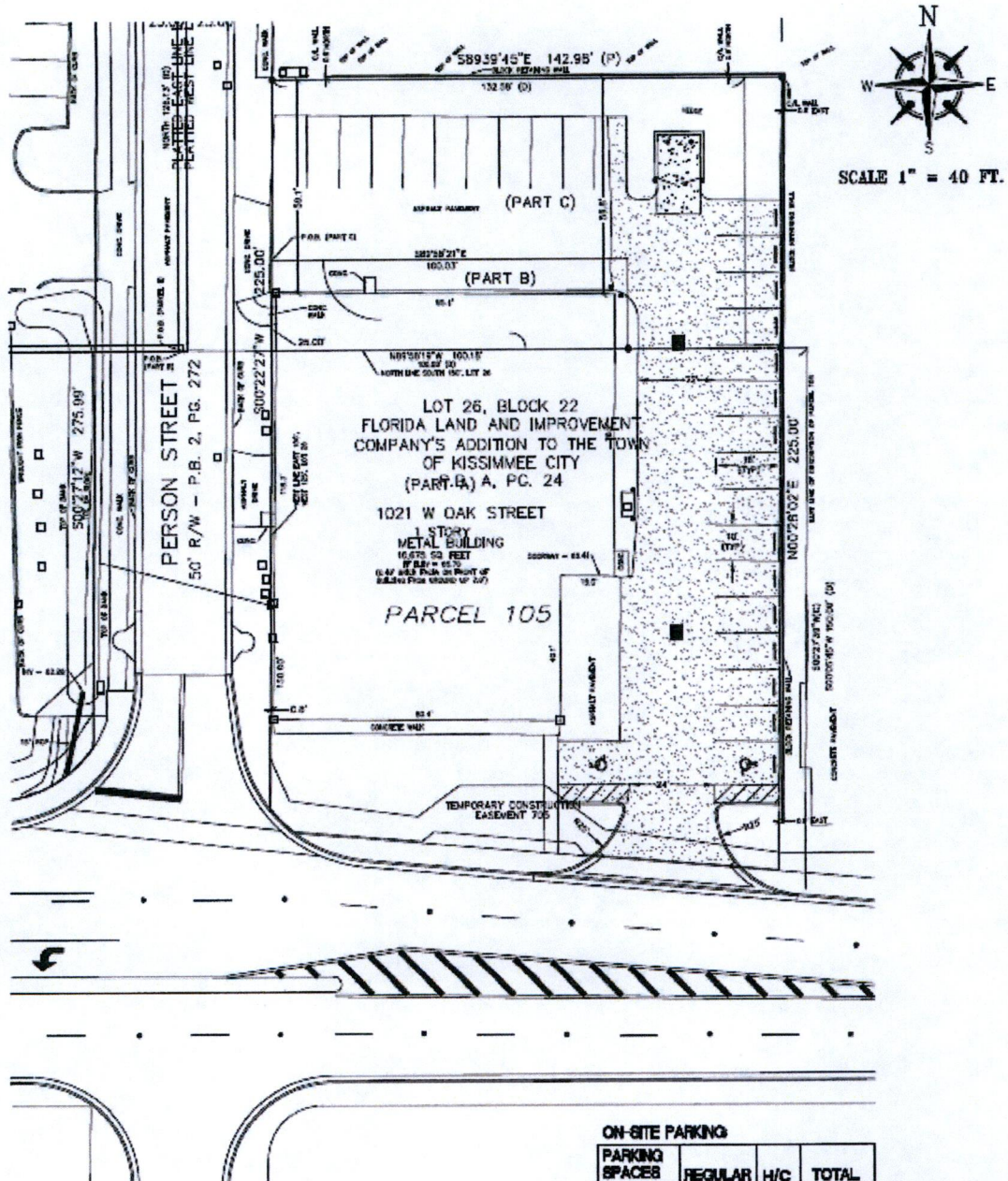
City of Kissimmee, a political  
subdivision of the State of Florida,  
By: \_\_\_\_\_

Name:  Jose Alvarez

Title: Mayor- Commissioner  
Authorized Representative for the City  
of Kissimmee, a political subdivision of  
the State of Florida



**EXHIBIT 1**  
**TO APPROVAL OF PARKING PLAN AND WAIVER OF CLAIMS**



## **ITEM 8.A**

### **East Central Florida Regional Planning Council Resilient Corridors Coalition Memorandum of Understanding**

#### **Request**

Approval of the Resilient Corridors Coalition Memorandum of Understanding (MOU), Contract #20250167, between the East Central Florida Regional Planning Council and the City of Kissimmee.

#### **Explanation**

In 2011, the City of Kissimmee established a regional brownfield area, known as the Kissimmee Environmental Redevelopment Area (KERA), a 4,514 acre area. Establishing KERA allowed the City to benefit from federal, state and local economic and redevelopment incentives related to brownfields.

In 2017, the City of Kissimmee joined the East Central Florida Regional Planning Council (ECFRPC) Resilient Corridors Coalition (formerly the Orange Blossom Trail/ SR 441 Brownfield Assessment Coalition), referred to as the Coalition, in order to apply for funding opportunities from the U. S. Environmental Protection Agency (EPA) Brownfields Program. The current Coalition members are City of Apopka, City of Palm Bay and Little Growers, Inc.

In 2020, the Coalition with the ECFRPC as the lead applicant, submitted an application for the EPA Brownfields Program Coalition Assessment Grant and was subsequently awarded a grant in the amount of \$600,000, which was distributed among Coalition members for the following purposes:

- Revitalize land and prevent contamination
- Attract investment
- Preserve greenfield areas
- Generate new jobs

Grant funds were divided into the following categories:

1. Project Management & Reporting
2. Community Involvement/ Engagement
3. Site Identification/ Assessment
4. Cleanup Planning

In 2024, the Coalition reapplied for the EPA Brownfields Program Coalition Assessment Grant and was awarded \$1.5 million. The MOU memorializes the understanding of Coalition members of their respective responsibilities. ECFRPC will serve as the administrator and fiscal agent for the entire grant period, which is from October 1, 2024 to September 30, 2028. A representative from ECFRPC will be present to address any questions or concerns from the Commission.

ECFRPC's Director of Economic Development Luis Nieves-Ruiz, FAICP will share information about the ECFRPC Brownfields Program.

#### **Recommendation**

City of Kissimmee

Approve the Resilient Corridors Coalition Memorandum of Understanding (MOU), between the East Central Florida Regional Planning Council and the City of Kissimmee.

**REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Economic Development

Presenter: David Rodriguez

**Attachment(s):**

1. Brownfields Presentation - Kissimmee\_Feb.2025
2. (S) - 1.23.2025 MOU Brownfields 2024 2028



# **EAST CENTRAL FLORIDA BROWNFIELDS PROGRAM**

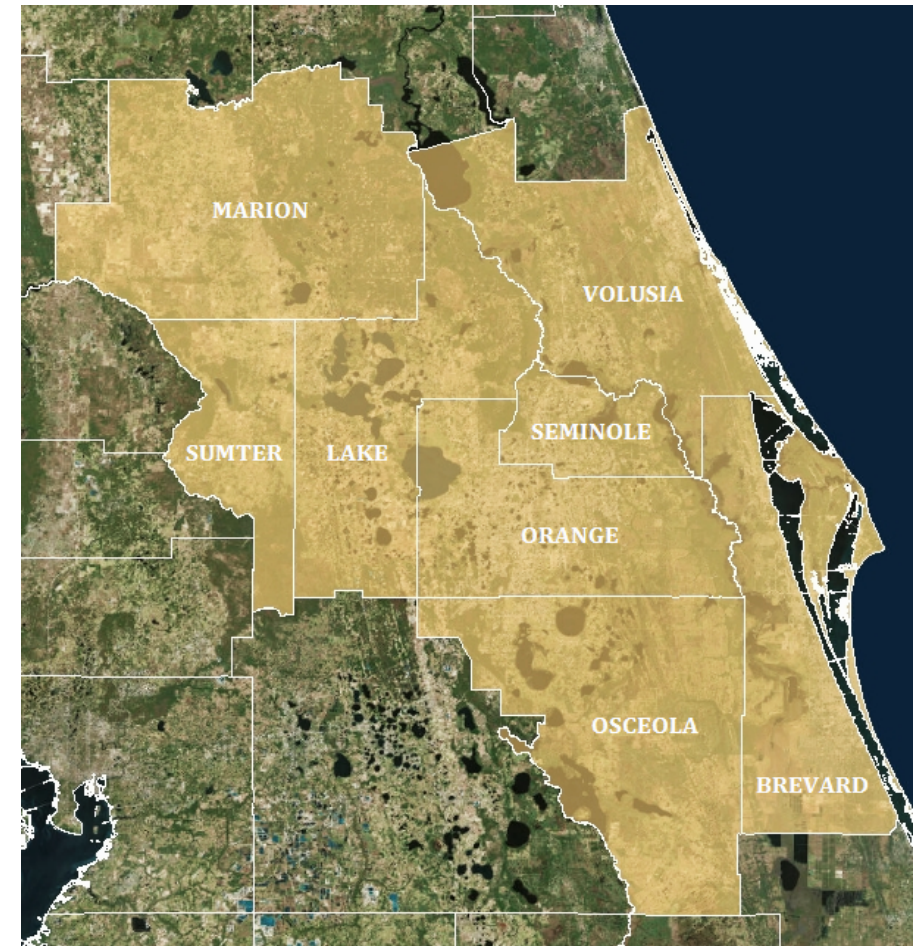
**Luis Nieves-Ruiz, FAICP  
Director of Economic Development  
East Central Florida Regional Planning  
Council**



# ABOUT ECFRPC



- One of 10 regional Planning Councils in Florida
- Provides technical assistance services to communities and organizations within 8-county region





# ABOUT ECFRPC



## Previous City of Kissimmee Technical Assistance Projects

- Developed Kissimmee Medical Arts District Program
- Kissimmee Housing Study
  - That project included some of the same areas as now focused on in this project
- R2C Green House Gas Inventory
- Funding for BRIDG via the ECFRPC's Economic Development District (EDD)

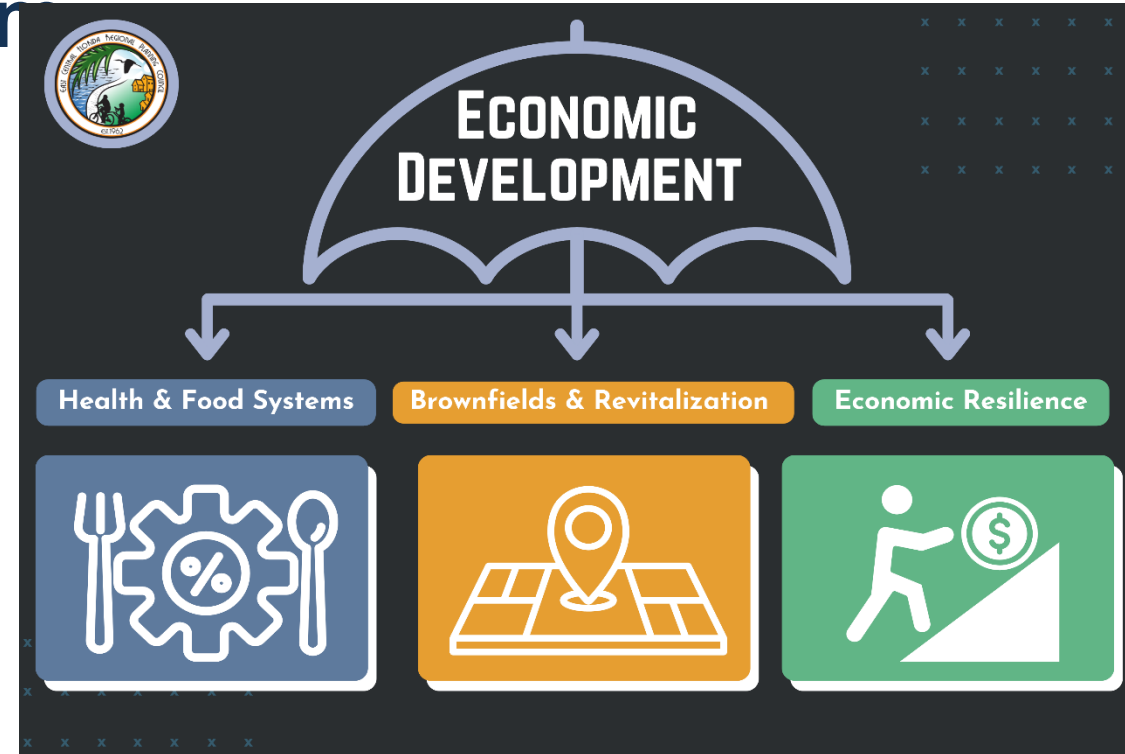


# ABOUT ECFRPC



## Economic Development Program

- Economic Resilience
- Health & Food Systems
- **Brownfields and Community Revitalization**



# WHAT IS A BROWNFIELD?

## What is a Brownfield?

- US Environmental Protection Agency
- Address Redevelopment or Reuse of Properties that May Be Affected By Contaminants



**Gas Stations**



**Medical Facilities**



**Dry Cleaners**



**Auto Repair Shops**



**Old Factories**



**Old Landfills**



**Golf Courses**

# WHAT IS A BROWNFIELD?





# ECFRPC BROWNFIELDS PROGRAM



- Started in 2021 with a \$600K Grant Award from the U.S Environmental Protection Agency
- Impacted 22 Properties Across the Region
  - Phase I/Phase II Assessments
  - Asbestos/Lead Property Surveys
- 4 Phase I / 2 Phase II Assessments
  - 3 outreach events



# ECFRPC BROWNFIELDS PROGRAM



## Program Accomplishments

Money invested in the City: +/-



**Kissimmee Self Storage** 600 E. Donegan Ave.

Phase I Assessment

*Self-storage facility since 1981*



**JMIC LLC Parcel** 1314 Brack St.

Phase I/II Assessments

*Vacant residential lot with gas tanks*

# ECFRPC BROWNFIELDS PROGRAM



## Program Accomplishments



### **Kissimmee Airport Parcels** 1307 Gilbert Ave.

Phase I/II Assessments

*Site comprised of an abandoned golf course, vacant undeveloped land, and livestock grazing land*



### **Former K-Mart** 2211 West Vine St.

Phase I Assessment

*Shuttered K-Mart store with auto service hub*



# RESILIENT CORRIDORS COALITION



- Coalition Awarded New \$1.5 Million (4-Year Grant)
- Priority Areas are Within Cities Apopka, Kissimmee, Palm Bay, and South Melbourne

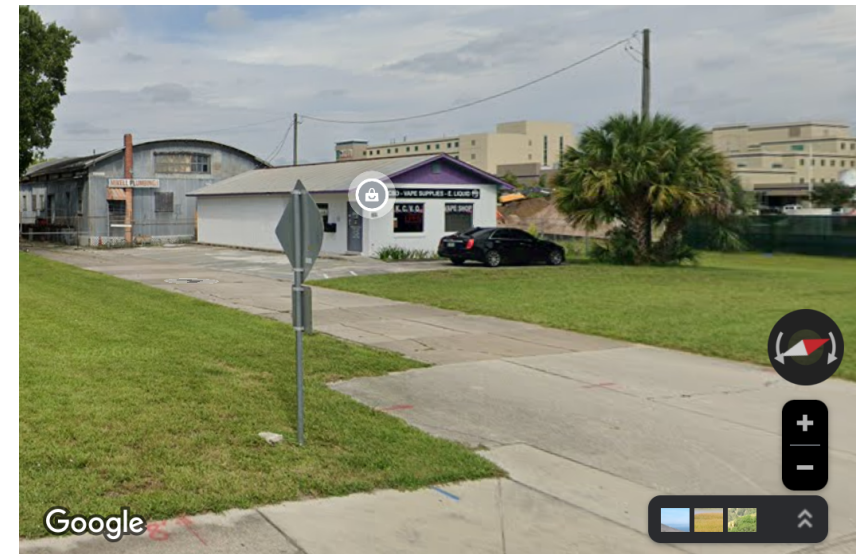
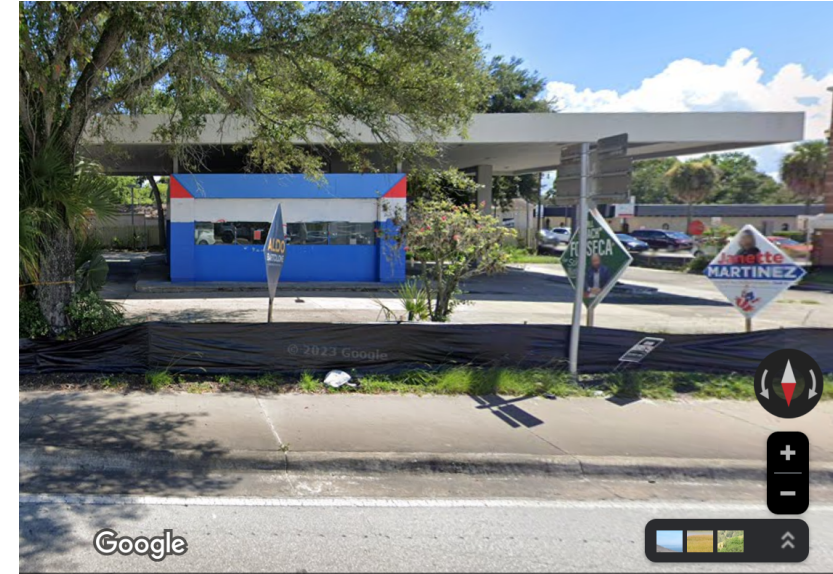




# TARGET AREAS/PRIORITY SITES



- Target Areas:  
Downtown/Vine Street  
CRAs
- Priority Sites:
  - Kmart Plaza
  - 12 E Vine Street
  - 722 N Central Avenue



# RECOMMENDATION



Adoption of Inter-local Agreement between  
ECFRPC and the Cities of Apopka,  
Kissimmee, and Little Growers





## Comments/Questions:

Luis Nieves-Ruiz, FAICP

Director of Economic Development

[luis@ecfrpc.org](mailto:luis@ecfrpc.org)

(407) 245-0300 ext. 308



## **Brownfields Coalition Assessment Grant Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the East Central Florida Regional Planning Council ("ECFRPC"), an agency of the State of Florida, whose address is 455 North Garland Avenue, Orlando 32801 and we, the undersigned.

### ***RECITALS***

**WHEREAS**, the ECRPC started a new Brownfields Program in 2021;

**WHEREAS**, the EPA awarded the ECFRPC a new Brownfields Assessments Grant for work to be completed between October 1, 2024 and September 30, 2028

**WHEREAS**, pursuant to the Cooperative Agreement and the terms of the Grant, the Coalition Members are executing this MOU to memorialize their understanding of their respective responsibilities as Coalition Members.

**I. Coalition Members.** This MOU is being executed by the Coalition members, which include the East Central Florida Regional Planning Council, the cities of Apopka, Kissimmee, Palm Bay, and Little Growers, Inc.

**II. Goal.** The Coalition members will work together to carry out the activities outlined in the Brownfields Assessment Cooperative Agreement Work Plan and incorporated herein by reference as Exhibit I as approved by EPA for funding under the Grant.

The goal of the Work Plan is to produce the following outcomes:

- Revitalize land and prevent contamination
- Stimulate economic development
- Encourage the preservation of greenfields and community resilience
- Attract investment in and near disadvantaged communities

### **III. Responsibilities.**

#### **A. ECFRPC responsibilities are as follows:**

- Serve as lead agency, in the representative capacity with EPA on behalf of all Coalition members, and assume administrative responsibility for ensuring the Work Plan is carried out in compliance with EPA requirements, including but not limited to, budgeting, compliance, reporting, and monitoring requirements and compliance with the Federal Funding Accountability and Transparency Act of 2006;
- Manage professional consulting firm that will assist with program implementation
- Lead the development and implementation of the Brownfields Community Involvement Plan
- Organize Coalition and Brownfields Advisory Committee (BAC) meetings
- Lead the Analysis of Brownfields Cleanup Alternatives (ABCA).
- Work cooperatively with the Coalition Members to achieve the goals of the Work Plan.

Initials

ECFRPC Tara McCue 

City of Kissimmee \_\_\_\_\_



**B. Coalition members' responsibilities are as follows:**

- To work cooperatively with the ECFRPC and other Coalition members to carry out the activities and achieve the outcomes defined in the Work Plan;
- To participate in Coalition meetings and, as appropriate, in meetings of advisory/working groups and other committees established to carry out the Work Plan;
- To fulfill specific roles in implementing the Work Plan by providing leadership and staff support, including, but not limited to, assisting with the identification, prioritization, and selection of brownfield sites, recommending stakeholders for the Brownfields Advisory Committee (BAC) members, and assisting with the logistics of organizing community meetings.

**IV. Organizational Structure and Decision-making.** Each Coalition member has designated an individual to serve as the primary point of contact on its behalf and to represent it in the Coalition's meetings (the "Designated Representative"). The ECFRPC, as the Lead Agency, will maintain a list of all Coalition Members and their Designated Representatives.

The Designated Representatives or the alternate will meet at least twice per calendar year to receive reports on the progress of the Work Plan and to serve in an advisory capacity for the Grant activities.

A majority of Coalition members shall constitute a quorum for meetings. In the event that a quorum is not present, the representatives present may discuss the agenda items but defer official actions to a later date.

The Coalition will establish the following advisory/working groups to guide its activities:

The Brownfields Advisory Committee (BAC) members will assist with the grant's community outreach efforts and help citizens nominate potential brownfield sites for consideration.

**V. Term.** The term of the responsibilities described in this MOU shall be October 1, 2024, to September 30, 2028, unless the Grant period is otherwise extended by EPA. A copy of the fully executed MOU will be kept on file at the ECFRPC offices.

**VI. Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**VII. Severability.** If any part of this MOU is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this MOU if the rights and obligations of the parties and if the intention of the parties can continue to be effective. To that end, this MOU is declared severable.

**VIII. This MOU shall be under the governing laws of the State of Florida.**

Initials

ECFRPC Tara McCue 

City of Kissimmee \_\_\_\_\_

We, the undersigned, have read and acknowledge the responsibilities set forth in this MOU and commit to serving as a participant in the East Central Florida Sustainable Communities Coalition in accordance with the terms outlined herein.

East Central Florida Regional Planning Council

Tara M McCue

Tara McCue, Executive Director  
Date:

Luis Nieves-Ruiz

**ATTEST**  
Luis Nieves-Ruiz, Director of Economic  
Development

City of Kissimmee

Jackie Espinosa, Mayor  
Date:

**ATTEST**

Initials  
ECFRPC Tara McCue TM  
City of Kissimmee \_\_\_\_\_

## **ITEM 8.B**

### **Kissimmee Place Development Group, Inc.-Public Private Partnership Unsolicited Proposal**

#### **Request**

This request is to update the Commission on the Kissimmee Place Development Group, Inc. Unsolicited Proposal and seek direction from the City Commission.

#### **Explanation**

On December 9, 2024, the City received an unsolicited proposal pursuant to section 255.065, Florida Statutes (Florida's Public Private Partnership Statute) for hotel/conference center developments involving several City-owned parcels.

To finalize its franchise application before December 31, 2024, the proposer (Kissimmee Place Development Group, Inc.), requested the City expedite the execution of a Non-Binding Letter of Intent to Lease, and Right of First Refusal.

On December 17, 2024, City staff requested that the City Commission consider the unsolicited proposal, the Non-Binding Letter of Intent to Lease, and Right of First Refusal, and give feedback on whether it desired to move forward. If the City Commission desired to move forward, it was further requested to ratify and authorize the City's technical resources for due diligence, including engaging consultants.

The City Commission approved the Non-Binding Letter of Intent to Lease and Right of First Refusal. Further, Staff received feedback to negotiate an appropriate consultant scope of review for this type of proposal, and approval for staff to publish 30 days' notice required by section 163.380, Florida Statutes.

Notice as required by section 163.380 was published in the Osceola Gazette on January 16, 2025, and again on February 6, 2025.

A second public meeting is required under Florida's Public Private Partnership Statute, wherein the Commission must consider all the following factors:

- The benefits to the public.
- The financial structure of and the economic efficiencies achieved by the proposal.
- The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.
- The project's compatibility with regional infrastructure plans.
- Public comments, including those of all impacted governments, submitted at the meeting.

City staff intended to complete its analysis and bring recommendations to the City Commission by February 18, 2025. However, in the course of working to do so, two circumstances changed:

1. First, the City received two additional unsolicited proposals for hotel/conference center projects in the immediate vicinity of the project.
2. Additionally, the City learned that its planned consultant, GAI, does not have sufficient qualifications to evaluate the market elements and impacts to the City. The City received a well-qualified proposal from CBRE, Inc. but at a far greater cost than initially anticipated. The

proposal also includes other real estate marketing services not previously available to the City.

In addition, prospective developers have until Monday, February 17 at 3:00 p.m. to submit competing proposals for development of the subject parcels, so there may be further proposals to consider.

To address these changes in circumstances, Staff seeks direction from the City Commission on whether it would like to hold a workshop discussion on the downtown parcels and additional proposals received before proceeding further with the proposal from Kissimmee Place Development Group, Inc.

## **Recommendation**

### **REQUESTED CITY COMMISSION ACTION:**

Commission Direction

Department: City Manager

Presenter: Mike Steigerwald

### **Attachment(s):**

1. KPDG\_Proposal December 2024
2. First Right of Refusal Agreement to Lease Property Dyer-Thacker Commerce Park (Contract #20250132)\_Dec-18-2024\_completed
3. Non-Binding Letter of Intent (KPDG)\_Jackie Espinosa\_Dec-17-2024\_completed
4. CBRE Proposal to Kissimmee\_P3 January 2025
5. R210133.02 Kissimmee Development Assistance\_Proposal\_01.09.2025





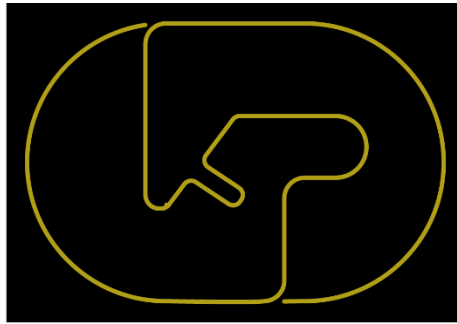
# Kissimmee Place Development

INVESTMENT PROSPECTUS & BUSINESS PLAN

KISSIMMEE PLACE DEVELOPMENT GROUP, INC.

12/2/24





Kissimmee Place Development Group

Cover Letter:

Attention: David Bailey  
BFI and Consulting  
5306 Crane Hill Court  
Saint Cloud, FL 3411

Subject: Hotel Development Projects in Kissimmee, Florida.

Dear Mr. Bailey

The Kissimmee Place Development Group, Inc. (KPDG) is delighted to present the attached prospectus for the development of two (2), KPDG fostered projects to be developed within a Public Private Partnership with the City of Kissimmee, Florida. This premier development will be strategically located in the heart of the Osceola County, one of the fastest growing Counties in Florida.

The Proposed Projects will consist of the following profit centers:

- 1) A 122-room Hyatt Studios Hotel at Kissimmee Gateway Airport
- 2) A Kissimmee Place Hotel and Conference Center featuring:
  - a. A 160-room Hyatt Place hotel with 5,000 sf of conference space
  - b. An additional 140-room expansion to the Hyatt Place Hotel with 25,000 SF of conference space

Our proposal outlines a comprehensive review of the market conditions, the development team, anticipated Kissimmee government support, business model and financing package requests. This proposal should also be read with the attachments as shown on the next page in the Table of Contents. We are asking for an investment of **\$114,775,964.79** for Project Construction with a Contingency applied of 10% as well as Administrative and Pre-Operation dollars for all phases of the development combined. We stand ready to answer any questions or concerns you may have and look forward to working with you on this exciting development.

Joe Crane, Managing Partner

Juan R. Lopez, Managing Partner

Santiago M. Fernandez, Managing Partner



# 1. Project Background

## a. Overview of Needs Assessment and Project Rationale

The City of Kissimmee, like most cities in Florida, has gone through periods of growth and prosperity interspersed with periods of economic instability. The opening of Disney World in the 1970s brought exponential growth to the City. In one decade alone, the City grew by 118%. That growth, however, was followed by a decline that hit the downtown and the Vine Street corridor was particularly hard economically. The economic challenges faced by Downtown Kissimmee over the past several decades were answered with the creation of the Kissimmee CRA in 1992.

The City Commission of the City of Kissimmee, Florida, had determined that it's Downtown District was an area in need of redevelopment. The City found the necessity to organize a Community Redevelopment Agency (CRA) within a specifically, bounded area in and around the downtown district. This area is outlined and shown in green in Figure 1 below.

The CRA masterplan was realigned in 2012 and is focused on the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of Kissimmee. Furthermore, and Pursuant to Florida Statute 163.357, the City Commission of the City of Kissimmee had declared itself to be the Community Redevelopment Agency board.



Figure 1- Map showing CRA Boundary and proximity to the Lake "Toho" Waterfront

A comprehensive market survey from the HVS Market Study written in 2018 is an attachment to this Plan as noted in the Attachments section of the Table of Contents. The Market Area Analysis section of the HVS Report, detailing demographics, major market attractions, and business markets, can be found on pages 22-41. The Supply and Demand Analysis section of the HVS Report, which describes lodging demands and local market forces in Kissimmee, is located on pages 45-68. Below is a brief overview of the highlights and updated data from the 2018 report.

In June of 2024, assisted by Miami Appraisal Solutions (MAS), KPDG performed a market appraisal analysis (provided in addition) for the two properties that are further described in this proposal as the intended Hyatt Hotel Project Sites. One site is at KGA and the other at Toho Square. Three projects were proposed for this MAS analysis, A 100-room Hotel at KGA, a 120-room Hotel at Toho Square and a 60-unit Apartment House. The study showed an aggregate IRR for the three projects proposed as 12.3% in year 10. KPDG then enlisted the hotel management group, Resolute Road, to assist in analyzing the Market absorption potential of the venture.

The Trailing 12-month occupancies in the Kissimmee East are 61.7% which is 10.6 % lower than the Greater Orlando market average at 72.3% for the same period. New construction is limited to a 160-room hotel project representing a change in the current submarket trend upwards in respect to the 10-year market contraction experienced since 2014. The primary sources of lodging in the East Kissimmee Market are low-rent hotel and motel offerings along US 192 Irlo Bronson Highway (a few examples shown below). The night Stay pricing of these hotels is \$ 50 to \$60 per night.

Figure 2- Images of Best Offering lodging in the Eastern Kissimmee Market 2024 along Irlo Bronson Highway- US 192



Ambassador Inn 2-star offering (\$58/Night)



Quality Inn 2-Star Offering (\$58/Night)



Home 1 Suites 2-Star offering (\$58/Night)



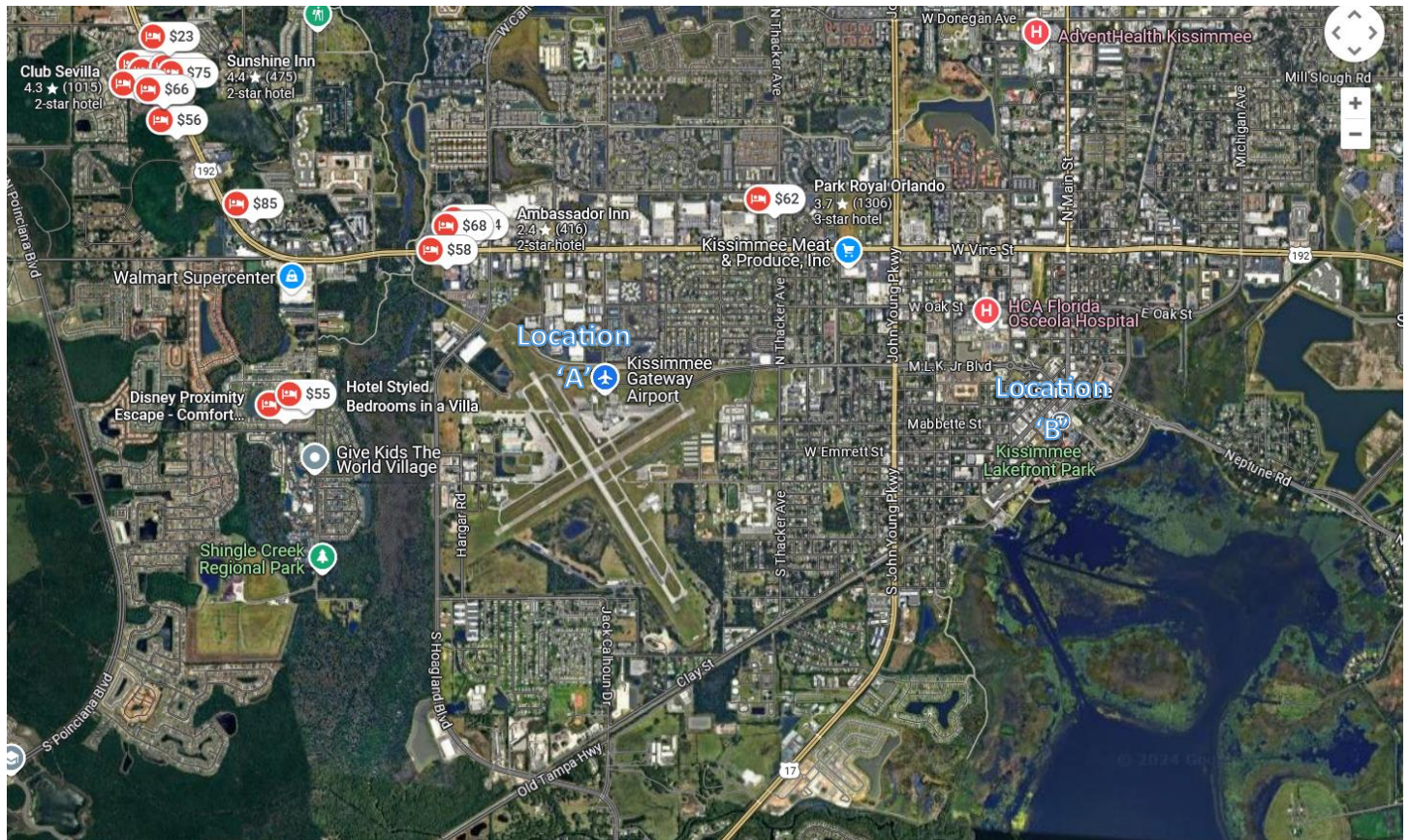


Figure 3- Map Showing the KPDG Proposed KGA and Lake 'Toho' (Kissimmee Lakefront Park) Sites within the East Kissimmee Hotel Market

#### KEY INDICATORS

| Class                    | Rooms         | 12 Mo Occ    | 12 Mo ADR       | 12 Mo RevPAR   | 12 Mo Delivered | Under Construction |
|--------------------------|---------------|--------------|-----------------|----------------|-----------------|--------------------|
| Luxury & Upper Upscale   | 2,240         |              |                 |                | 0               | 160                |
| Upscale & Upper Midscale | 3,893         | 64.9%        | \$110.49        | \$71.70        | 128             | 0                  |
| Midscale & Economy       | 5,894         | 56.5%        | \$64.70         | \$36.55        | 0               | 0                  |
| <b>Total</b>             | <b>12,027</b> | <b>61.7%</b> | <b>\$116.02</b> | <b>\$71.64</b> | <b>128</b>      | <b>160</b>         |

| Average Trend    | Current  | 3 Mo     | YTD      | 12 Mo    | Historical Average | Forecast Average |
|------------------|----------|----------|----------|----------|--------------------|------------------|
| Occupancy        | 73.9%    | 68.6%    | 68.6%    | 61.7%    | 57.8%              | 66.0%            |
| Occupancy Change | -1.9%    | -3.1%    | -3.1%    | -7.4%    | -1.8%              | 1.6%             |
| ADR              | \$125.73 | \$122.25 | \$122.25 | \$116.02 | \$98.10            | \$137.70         |
| ADR Change       | -4.2%    | -1.1%    | -1.1%    | 2.9%     | 5.5%               | 4.9%             |
| RevPAR           | \$92.92  | \$83.87  | \$83.87  | \$71.64  | \$56.69            | \$90.92          |
| RevPAR Change    | -6.0%    | -4.1%    | -4.1%    | -4.7%    | 3.6%               | 6.5%             |

Figure 4- Chart showing Key Performance Indicators in the 2023- 2024 12-month period.

The most recent study performed by Resolute Road on behalf of Kissimmee Place Development Group, Inc. (KPDG), analyzed the ability for the Greater Kissimmee market to absorb a 122-room Hyatt Studios Hotel and a 200- room Hyatt Place along with conference space. This study was performed with information obtained from the Smith Travel Research (STR) Reports for of the aggregate hotel portfolio (shown above) in the Greater Kissimmee Market acquired on 9/27/2024. The 5-year outlook Showed a positive cashflow in year 1 of operation. This report is provided in its entirety along with this Business Plan.

The Kissimmee West Submarket is characterized by larger resort Hotels focus on Leisure Travel and directly related to the Themed Park Tourism in the Central Florida Market. The Kissimmee East submarket information shows an average of 138 rooms per building versus the larger 271 rooms per building offered in the West submarket. The national standard is 90 rooms per building.

|                                            |              |                                            |              |
|--------------------------------------------|--------------|--------------------------------------------|--------------|
| <b>Hyatt Studios Kissimmee</b>             | <b>122</b>   | <b>Hyatt Place Kissimmee</b>               | <b>200</b>   |
| <b>STR Comp Set</b>                        | <b>Rooms</b> | <b>STR Comp Set</b>                        | <b>Rooms</b> |
| Staybridge Suites Orlando Royale Parc      | 224          | Hilton Garden Inn Lake Buena Vista/Orlando | 137          |
| Comfort Suites Maingate East               | 198          | Hyatt Place Orlando / Lake Buena Vista     | 169          |
| SpringHill Suites Orlando Lake Buena Vista | 150          | Hampton Inn Kissimmee North                | 128          |
| Trademark Collection by Wyndham Magic      | 150          | SpringHill Suites Orlando Lake Buena Vista | 150          |
| Extended Stay America Orlando -            | 122          | Holiday Inn Express & Suites South Lake    | 162          |
|                                            |              | Fairfield Inn & Suites Orlando Kissimmee   | 150          |
| <b>Total</b>                               | <b>844</b>   | <b>Total</b>                               | <b>896</b>   |

Figure 5- Greater Kissimmee Market Comparable set of Hotels for New Hyatt Hotels absorption Study.

### City and County Participation

The City of Kissimmee fully supports our development initiative. Before our involvement, the City invested in a downtown parking garage and commissioned a 2018 market study for a hotel and apartment complex on the Tho Square Site at Pleasant Street. Key officials, including former Mayor Jose Alvarez, City Manager Michael Steigerwald, KGA Airport Director Shaun Germolus, and Economic Development Director David Rodriguez, are actively collaborating with our team. We have formed the KPDG entity with the specific intention of entering into this Public Private Partnership (P3) with the City of Kissimmee pursuant to State Statute 255.065 that allows for the transaction.

County participation will determine the ultimate scale of the Public Project that is built at the Toho Square Property in that the County is capable of funding 70% of public space with the Tourist Development Tax Dollar (TDT). The Phase II Hyatt Place is anticipated to be performed in two Phases; Phase IIa that houses 160 rooms and 5,000 sf of conference space and Phase IIb that houses 140 additional rooms and an additional 25,000sf of conference space. The final program is reliant on public participation in the form of grants and subsidies. Meetings with county officials indicate that a need for public conference space is an ideal amenity that is needed in the Downtown area.

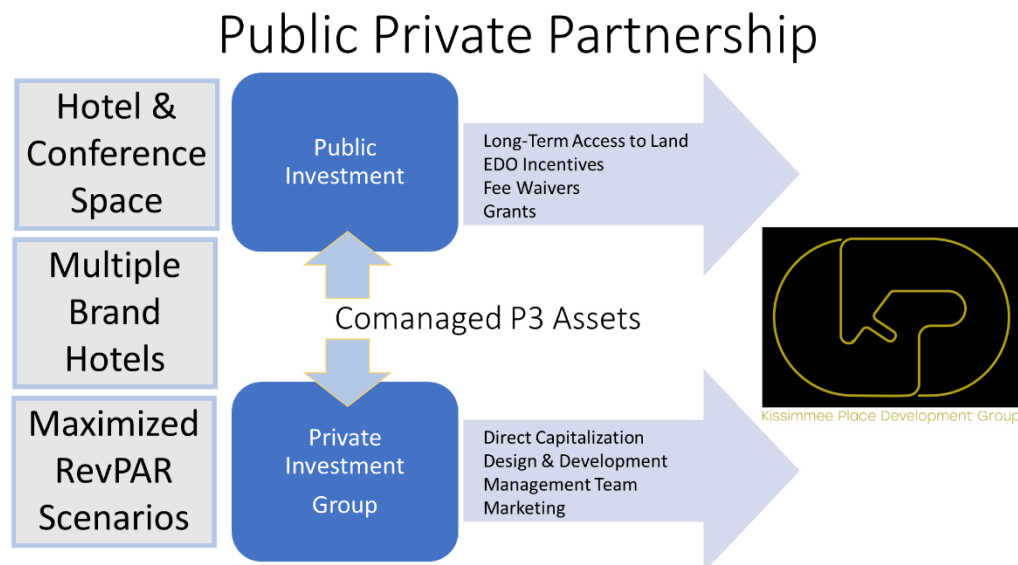


Figure 6- Proposed intent of the KPDG Public Private Partnership

This Prospectus presents a comprehensive vision for the development of 422 rooms total, proposed as a 122-room Hyatt Studios Hotel at Kissimmee Gateway Airport and a 300-room Kissimmee Place Hotel and Conference Center in Downtown Kissimmee overlooking Lake Tohopekaliga (Toho) Waterfront District. The Kissimmee Place Development Group, Inc. (KPDG) was established solely for the purpose of entering into this Public Private Partnership (P3) agreement with the City of Kissimmee to successfully execute the outcome of these projects. KPDG has submitted an unsolicited proposal with the City that when awarded will allow KPDG all rights to Design, Build Finance Operate and Manage the venture.



## The Specific Need

The Kissimmee Downtown area is lacking a major hotel brand. Although the '192' corridor is dotted with motels, available at sub-market potential rates of an average of \$50- \$60 dollars a night, there is no true quality offering in the central business district (CBD) nor CRA area. The City of Kissimmee's Downtown District, when analyzed strategically, is positioned 20-25 minutes from Disney, 8-10 minutes from Neo City (which recently received \$300M in semiconductor funding), has direct access to Sunrail and Amtrak, hosts seven international flight schools, hosts 3 Major National fishing tournaments annually, and has been the fastest-growing county in Central Florida since 2009.

The downtown Kissimmee hotel presents an excellent opportunity for an economical lodging solution for families visiting the Orlando area, being just 25 minutes away from Disney World Orlando. This proximity offers a convenient and cost-effective option for budget-conscious travelers seeking to experience the magic of Disney without the high accommodation costs often associated with staying on Disney property. Additionally, the airport hotel will be only 20 minutes from Disney, providing a similar economical advantage for visitors flying in.

KPDG has identified, from analysis and from community interviews, the need for 422 mid-to-upper-scale hotel rooms, as well as the need for 30,000 sf of conference space from interviews within the community and has verified the financial feasibility based on conservative proforma metrics. KPDG has received signed Letters of Intent from Hyatt Hotels Development Group for two hotels. KPDG has identified these two hotels as Phase I, The 122-room Hyatt Studios we will offer at KGA (KGA) and Phase II, the 300-room Hyatt Place Hotel and 30,000 sf Conference Center. Agreements are being finalized, with a formal groundbreaking for Phase I, Hyatt Studios Hotel anticipated to be announced for January 14, 2025. The Phase II, Hyatt Place Hotel and Conference Center is anticipated to break Ground in mid-April of 2025. The project locations are identified in the key map above as location A and Location T.

## The Solution: Two Comanaged Hotel Sites in Downtown Kissimmee

The City will lease 8.5 acres in the Northern Development Zone of KGA to the KPDG venture. The Hyatt Studios Hotel will occupy the westernmost 2 acres, valued as entrance equity in the KPDG venture. Similarly, 1.5 acres at Toho Square along Pleasant Street in Downtown Kissimmee will be leased. Both leases are for forty-nine years with three ten-year extensions, totaling seventy-nine years.



Figure 7- Proposed Sites showing Phase I & Phase II Locations

## KPDG Hyatt Studios Hotel Patron Demographics

The Hyatt Studios Kissimmee Gateway Hotel will cater to the Aeronautical Community at KGA, including six Pilot Training Schools currently booking rooms outside Kissimmee. Interviews with Flight Simulation & Training Companies at KGA indicate that their facilities will double in size over the next five years, creating a demand for on-campus student housing. Airport tenants, interviewed from late 2023 to early 2024, expressed a need for airport accommodation to support their diverse training methods and student stay durations. These tenants also have corporate needs requiring travel to KGA for monthly operations, necessitating nightly and weekly accommodations.

The chart below summarizes the demand for room nights versus the available room nights KPDG will offer with its first development, The Hyatt Studios Hotel at KGA.

| Patronage        | Room Nights | % of Total | Duration |
|------------------|-------------|------------|----------|
| Business         | 6840        | 16%        | 3 Days   |
| Aerostar         | 12600       | 29%        | 7 Days   |
| Flight Academies | 6480        | 15%        | 9 Days   |
| Cirrus           | 5400        | 12%        | 30 Days  |
| Aviator College  | 9000        | 20%        | 90 Days  |
| Avianca College  | 3600        | 8%         | 90 Days  |
|                  | 43920       | 100%       |          |

Figure 8- Chart showing patronage by percentage to duration of stay at KGA.

We expect 60% of airport hotel patrons to stay 9 days or less for one-to-two-week flight training sessions. About 12% will stay up to 30 days for more intense training, while Aeronautical Colleges will require 90-day stays, making up 28% of annual patronage.

Tenant interviews highlight a need for safe, secure interim housing with extended stay amenities like in-room kitchens and laundry facilities.

### Simulation, Training, Flight Schools and MRO Facilities at KISM

The KGA Hyatt Studios Hotel meets the critical need for quality accommodation to support the seven flight schools and Cirrus Maintenance Facility. The airport also serves regular commercial flights with the ability to house pilots and crew regularly. Flight Schools and Pilot Training Programs will provide the additional patronage as follows:

- Aerostar, a prominent flight school, hosts 75 international students annually and 50 experienced pilots monthly for retraining. Currently, these students stay in rundown motels, and pilots lodge 40 minutes away in Orlando. The new hotel will provide convenient and comfortable accommodation, improving the experience for both groups.
- Aviator College, and Avianca also drive demand for nearby lodging, with Aviator College hosting 70 students per semester for four-week periods, and Avianca running a three-week avionics program with 20 students at a time.
- Cirrus Aircraft, known for their parachute-equipped aircraft and annual sales of 400 planes, has a major facility at Kissimmee Airport for new pilot training, yearly certifications, and aircraft maintenance requiring several days of stay in Kissimmee.

KPDG has plans to build a 4-simulator Flight training Campus with supporting classroom areas and student accommodation. The global demand for pilot training will support the remaining patronage at the Hyatt Studios Hotel.

## Hyatt Studios LOI- Phase I

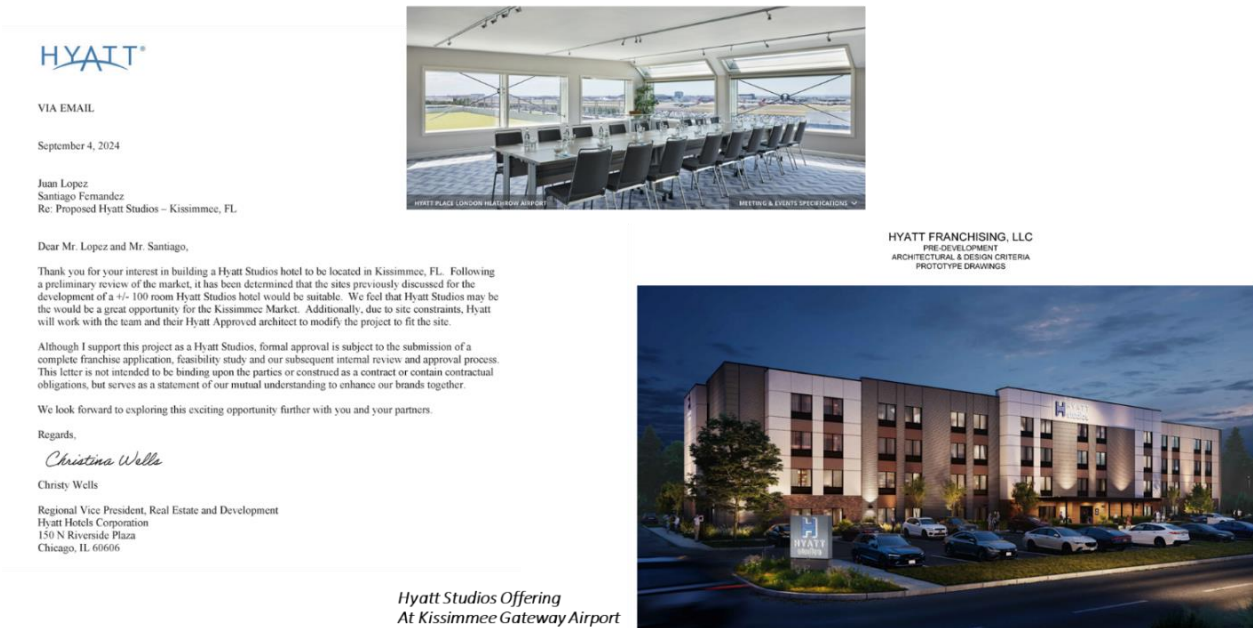


Figure 9- Hyatt Studios Offering Letter of Intent to Franchise a Hyatt Studios at KGA



### KPDG Hyatt Place Hotel Patronage

The Hyatt Place Downtown Kissimmee promises to be an income generator in the Mainstreet Community. The 300-room mid-to-upper-scale hotel and supporting 30,000 square foot conference center are expected to bring patronage to Downtown Kissimmee that will ignite activity in local retail shops and restaurants. KPDG will be working closely with the Kissimmee Chamber to develop a restaurant and retail program for the Hotels that is uniquely Kissimmee. As a mission partner and part of our core IPD Team, the Kissimmee Stakeholders will have input early in the design of the Hotel, Conferences Center, Retail Environment and the multiple food and beverage options provided.

### Proposed 300-room Hyatt Place & Conference Center



*Figure 10- Aerial view of proposed development facing west toward downtown Kissimmee*

### The Investment Package

We are seeking investment support from an equity Joint Venture partner of 100% of project costs incorporating a grace period for the initial three years of construction. Throughout this grace period, we propose deferring regular interest payments, with both the grace-period interest and principal to be repaid upon the property's eventual sale at the end of the term. Notably, to accommodate projected shortfalls during years 3-4, essential for property stabilization, we anticipate the need for additional borrowing beyond base construction costs for pre-operational expenses during the anticipated 2-year stabilization period for a total of **\$114,775,964.79**.

We are in the process of negotiating Construction and Operational Subsidies with the City of Kissimmee and Osceola County. This incentivization will come from established funding sources such as the CRA Pioneer Fund from the City and the County Tourist Development Tax Dollars fund. We have negotiated key dollars with Hyatt at this time of \$660,000 dollars. We have itemized all Costs and anticipated Subsidies in the latest 422-Key Proforma (presented under separated cover).

### Anticipated Outcomes

The appraiser's analysis anticipates a two-year construction period for Phase I (Hyatt Studios) and three (3) years for the Hyatt Place Hotel and Conference Center, with a total Construction cost of \$102.48 million. After 10 years, the net operating income (NOI) is expected to exceed \$21.8 million, with an estimated resale value of \$225.2 million. The cumulative Net Present Value (NPV) is \$209.5 million unlevered, with an Internal Rate of Return (IRR) of 22.96%. This considers the P3 arrangement with the City of Kissimmee and the added value of city resources providing construction and operational subsidies, reducing upfront costs and offering tax abatement relief to boost NOI. The appraiser used conservative estimates for room rates, occupancy levels, and development costs. We expect a higher ROI but base our financials on a conservative model.



## b. Implementation, Execution, and Operational Capacity

### Planned methodology for implementation: Our Integrated Project Delivery (IPD) Team:

The KPDG Executive Leadership Team, delivering the Hyatt Hotels projects, includes a Construction Professional, a Planning & Design Professional, and a Community Outreach Professional, boasting a collective 70 years of experience in performing both public and private projects. Our Integrated Project Delivery (IPD) team includes in addition to our core partners, a certified appraiser, a leading architecture firm with over 50 hotel designs in the past year, and a real estate attorney versed in government procurement and hotel transactions. Resolute Road will manage the hotels and conference center under KPDG's contract. Detailed descriptions of the entire team are provided below.

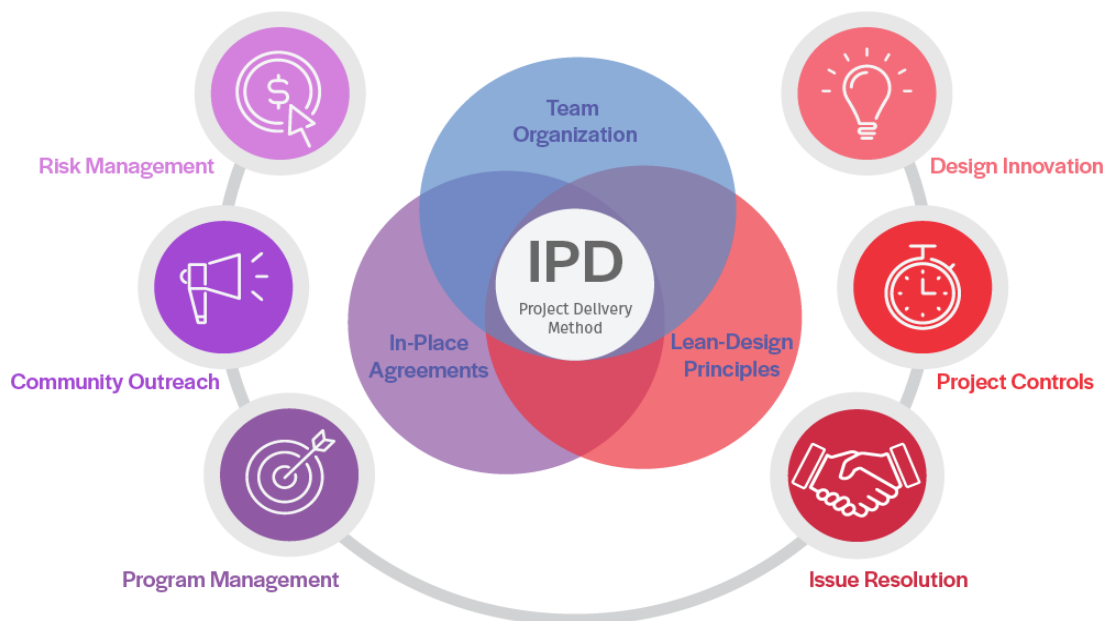


### Our IPD Approach

KPDG has assembled the IPD Team for seamless hotel delivery, expertly handling appraisal data, market studies, and securing essential support from Osceola County. This Prospectus is based on an extensive 2018 Hotel Market Study by HVS for the City of Kissimmee, a May 2024 appraisal by Miami Appraisal Solutions, and thorough research by our Development Team. Crane leads as Prime contractor, with Third Voyage Properties overseeing project milestones and payment applications. Juan Lopez handles communications and community outreach. Woolpert provides architectural and engineering services, while EcoStasis ensures environmental permitting. Melissa Montgomery, as in-house attorney, resolves internal agreements and on-site conflicts. Our experienced team foresees that this IPD approach will swiftly resolve on-site conflicts and complications to ensure the projects will remain on track.

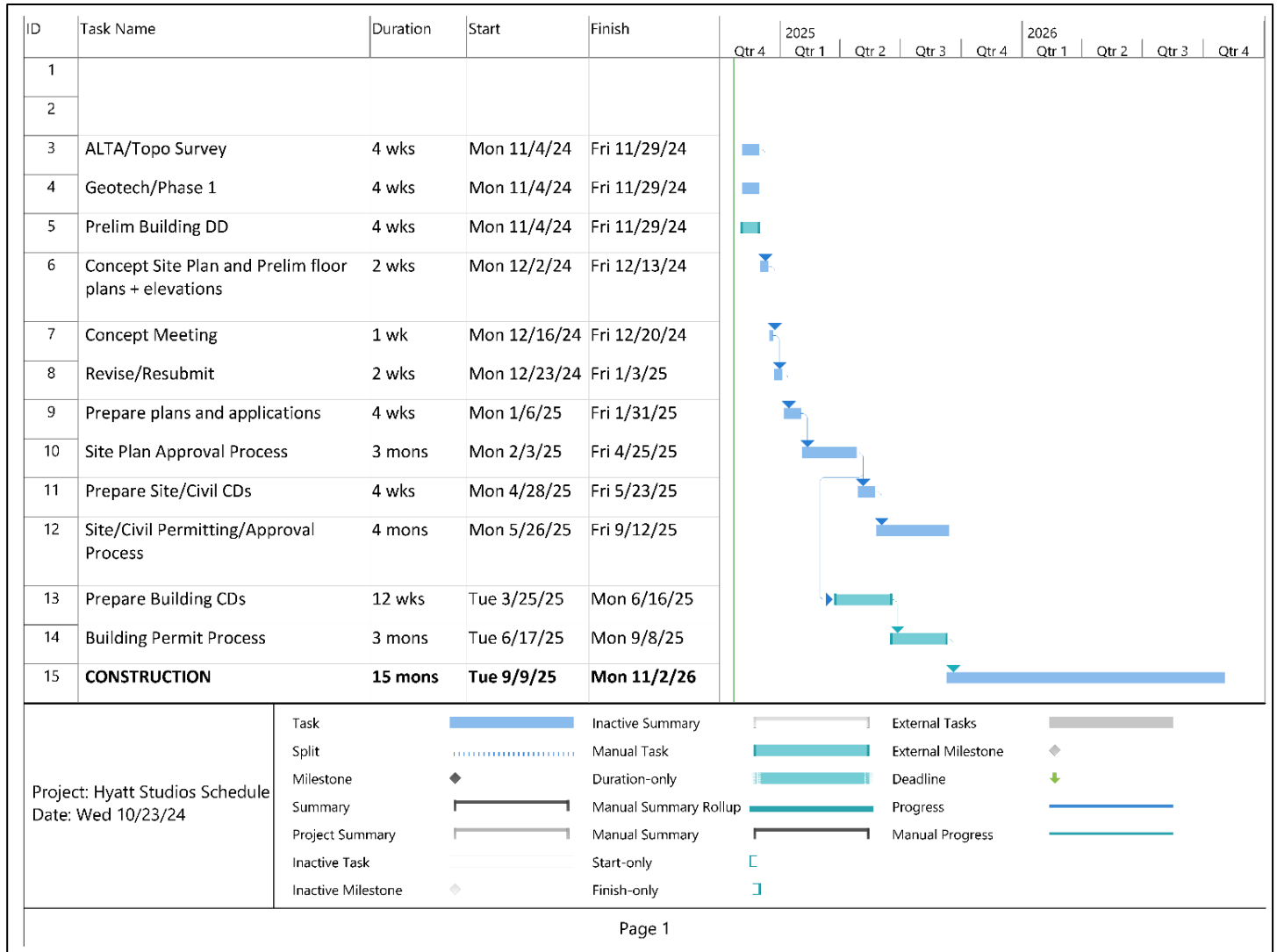
## Toho Square & Kissimmee Gateway Airport

### Program Execution



### Detail the execution timeline and milestones.

Hyatt Kissimmee Gateway Airport is anticipated to an official break-ground in January 2024. The necessary planning, design and engineering (PDE) is in progress. All major disciplines have been onboarded into the IPD Team that meets bi- weekly from November 3rd, 2024, until the project is delivered an occupancy achieved in 2026. Below is a detailed project schedule produced for our IPD Team tracking of the project. We are producing a master schedule including the 300-room Hyatt Place. Site Surveys have been conducted and Concept Site Plan (6) of the 122-room prototype Hyatt Studios Hotel is in progress.



We anticipate the Hyatt Studios project will be completed in the Fourth Quarter of 2026 allowing time for pre-operations to be established and the Hotel to be operational occupied and producing revenue in January 2027. As equity shareholders, we are committed to streamlining the design-build process using this IPD delivery method. In general, building materials will be owner supplied. All FF&E will be direct-to-the-owner supplied. This process will serve to lower costs, minimize lead times and accelerate construction schedules.

The City of Kissimmee as the public partner in this transaction is committed to assisting KDG in delivering these projects to their highest level of quality, on time and within budget. They have extended their development leadership to our team to ensure all the permits are in place from day 1 groundbreaking.

Crane and Associates and The Woolpert Team are experienced design-build experts on large complex public and private projects. The Woolpert Architecture & Engineering Hospitality Team has accomplished 300 hospitality brand hotels over the last decade (see attached profile).

Operational Capacity: including personnel and resources.

#### A 100% Dedicated Partnership

The Project Design Build Team is composed primarily of the three owners we will serve in oversight of the project through the planning, design, construction, pre-operations and operations phases of both Hotels and Conference center. Crane and Associates, Inc., led by one of KPDG Managing Partners, Joe Crane, will serve as the prime contractor and Owner Representative on all aspects of Construction. Santiago Fernandez, also a KPDG Managing partner is Program Manager and owner representative on all procurement of Professional Services and Supplies to the Projects. Juan Lopez, our Managing Partner is our corporate communications expert and will provide internal communication as human resource officer internally and public communications and outreach to the City, The County and the Greater Kissimmee Community.

#### Operational Management: Resolute Road Hospitality

KPDG has enlisted the services of Resolute Road Hospitality (RRH) to perform pre-operations services with the IPD Team. Resolute Road Hospitality is a national, full-service third-party hotel management company. Resolute Road is an award-winning team that has decades of experience managing hotels. We are an organization built around our most valued resource, people. With roots in hotel ownership, The Resolute Road team has managed hotels as 'owner- operators' for decades and in recent years have expanded into providing third party management since the year 2020.

Resolute Road Managed Hotels earn 18.5% more per room than other hotels in their sub-market. Resolute Road promises to manage the assets with integrity, transparency, open communication and above all, excellent performance. Resolute Road will benefit partially from our profits and pledges to act as your partner and keep our best interest at the center of everything we do. They will be engaged throughout the design to ensure operational efficiencies are in place from the onset. They will bring their years of promotion and management to bear.

The RRH executive team works closely with KPDG General managers and the Hyatt Hotel brands to create strategies, monitor performance, and promote continuous improvement to ensure seamless operations that create positive growth opportunities for everyone involved. RRH on property teams and corporate teams will work together to deliver thorough and timely financial reporting to owners. Reporting includes a detailed review of revenue and sales strategy, operating expenses and market positioning. RRH tried-and-true talent acquisition and leadership development programs are tailored to the needs of each market and property in operation. RRH will support Juan Lopez with HR Management. RRH will work closely with Hyatt Promotions and Experience Kissimmee to promote our hotel venues globally and within the Central Florida travel and tourism market.

#### Financial Plan

Attached in the appendix is an aggregate proforma for the 422 Hotel Keys in Downtown Kissimmee. The proforma is attached as an excel document under separate cover. Construction costs are broken down into HVS development matrix categories and submitted in the Excel Spreadsheet. An Excel Spreadsheet as a Project Summary with Detailed Costs and the necessary capital raise is also attached.

The Proposed Projects will consist of the following profit centers:

- 1) A 122-room Hyatt Studios Hotel at Kissimmee Gateway Airport
- 2) A Kissimmee Place Hotel and Conference Center featuring:
  - a. A 160-room Hyatt Place hotel with 5,000 sf of conference space
  - b. An additional 140-room expansion to the Hyatt Place Hotel with 25,000 SF of conference space

The total required capital is \$ **\$114,775,964.79** for Project Construction with a Contingency applied of 10% as well as Administrative and Pre-Operation dollars for all phases of the development combined.

#### c. Required Assessments

Our proposal is informed by what KPDG considers to be a comprehensive overview of the current market conditions, the development teams' capacity to deliver the intended product, the anticipated City of Kissimmee and Osceola County government support, Hyatt Hotel Franchise model information. The aggregate proforma showing construction cost in balance to projected revenues is based on KPDG incorporation of the information in total. This proposal should also be read along with the additional attachments provided in the appendix as noted in the Table of Contents and included as the following list:

## Feasibility studies

KPDG Kissimmee Hotels Aggregate Proforma  
KPDG Kissimmee Hotels Detailed Cost Breakdown by Project

## Market analyses

HVS Market Study- Toho Square Development  
MAS Appraisal Study- Toho Square and KGA Sites

## Legal and compliance certifications

KPDG Corporate Status  
KGA 8.5 Acres Dyer Thacker Property- Right of First Refusal

## Expert opinion letters as applicable

Letter of Interest Hyatt Studios  
Letter of Interest Hyatt Place

## 2. Project Description

### a. Goals

#### Mission:

To Design, Build, Finance, Operate and Manage P3 Public, Commercial and Infrastructure Projects within Public Private Partnerships between KPDG and The City of Kissimmee, a State of Florida Municipal Corporation.

#### Objectives:

**Establish** Public Private Partnership (P3) as contractual agreement with the City of Kissimmee for a 79-year period

**Design** 122-room Hyatt Studios and 300 room hotels

**Build** 422 room and 30, 000 SF of conference space

**Finance** 100% of the necessary project dollars with venture partner and minimal debt

**Operate** both hotels for the term of the contract, promote the facilities globally

**Manage** all assets related to the venture throughout multiple life cycles in an effective manner

### b. Target Beneficiaries and Geographic Focus

According to Visit Orlando, Central Florida's premier source of travel and tourism information (including Greater Kissimmee and Osceola County), 74 Million people Visit Orange, Osceola and Seminole Counties annually, the travel and tourism market employs 464,000 workers, generates \$92.5 Billion in economic impact, pays \$27 Billion in wages and provides \$6.6 Billion in revenue. The central Florida Travel and tourism market grew 5.6% between 2023 and 2024. These taxes serve to pay for Arts & Culture Programs, Local Education Programs, Public Safety and Infrastructure.

The **primary beneficiaries** are patrons, foreign and domestic, seeking reasonably priced options for mid to upper scale lodging in the East Kissimmee Area. Families and Organizations seeking Wedding and Event Options in the East Kissimmee Area will benefit as well.

The **secondary beneficiaries** are the citizens of Kissimmee who will benefit from a larger tax base, Tourist Development Tax dollars and outside dollars spent in their community at Restaurants and Retail Shops. Small Businesses will benefit from the travel and tourism both local and domestic brought into the community.

According to Visit Orlando, Central Florida's visitor spending jumped 5.4% in 2023, settling at \$58.5 billion from \$55.5 billion the previous year. This means that visitors spent more than \$160 million daily, reducing the annual tax burden by \$7,400 per

household in the Orlando region. Of the total visitor spending to the three counties in 2023, 85% was in Orange County, 12% in Osceola and 3% in Seminole County.

KPDG hopes to increase the baseline from travel and tourism spending in Osceola County and target a fractional percentage of what is currently 19.2 million dollars spent in Osceola County Daily from travel and tourism spending.

#### Demographic segment targeted (A Global Market)

In May 2025, Visit Orlando also announced that Central Florida welcomed 74 million visitors, reaffirming its status as the most visited destination in the U.S. Notably, international visitation surged by 25%, reaching 6 million visitors. Spending by international visitors grew by 29% in 2023, reaching \$5.4 billion and accounting for 9% of all spending.

(Source: <https://www.visitorlando.org/media/press-releases/>)

KPDG intends to work side-by-side Visit Kissimmee to increase visitation to Downtown Kissimmee and promote the 422-room venture as two Hyatt Hotels. The details of our intended activity are presented below.

#### c. Planned Activities and Key Indicators

##### Marketing and Sales Plan

As franchise members of the Hyatt Brand, our Kissimmee Hyatt Studios and Hyatt Place Hotels will be promoted through the World of Hyatt Program. This program features over 1,300 locations across 25+ distinctive brands, offering members rewards and new experiences. The Brand Explorer Award provides a free night at a Category 1-4 hotel for every five unique Hyatt brands visited.

##### Experience Kissimmee

Experience Kissimmee (EK), the official tourism authority for Osceola County, will promote our Kissimmee hotels as premier destinations for leisure, business, and sports travelers. EK's sales, marketing, and communications programs attract over 9 million overnight guests annually. Their goal is to position Kissimmee as the perfect balance of thrilling adventures and relaxing moments, enhancing its reputation as a top vacation spot.

EK's campaigns highlight Kissimmee's access to theme parks and outdoor experiences, offering visitors unique attractions like zip lining over alligators, shopping, and memorable dining experiences. With over 70,000 accommodation options, visitors can find their perfect stay. We will collaborate with over 900 local partners to promote the Kissimmee Gateway Airport Hyatt Studios and Kissimmee Place Hotel and Conference Center, showcasing everything Greater Kissimmee has to offer.

Weekly Marketing activities:

The KPDG Operations Team led by our Consultants at RRH will, qualified leads, store traffic, or appointments by way of the following list of planned activities:

- Media advertising (newspaper, magazine, television, radio)
- Direct mail
- Telephone solicitation
- Seminars or business conferences
- Joint advertising with other companies
- Word of mouth or fixed signage
- Digital marketing such as social media, email marketing, SEO, or blogging
- Provide limited free consultations such as weddings and special events preparation
- Sponsor local sports teams or other community events
- Give free informational talks at the business offices or for local businesses offering complementary services
- Work with local non-profits (such as an ad agency designing a local farmer's market's website for free)

Please visit Experience Kissimmee at <https://www.experiencekissimmee.com>

#### Define key performance indicators (KPIs) to measure progress

KPDG is a profit venture and will measure performance primarily based on revenue generation. Year on Year differences in keeping with CPI and like market trends will be measure from data collected in the Central Florida Market as expressed above with inputs from organizations like Visit Orlando and Experience Kissimmee. We will receive monitor information from Hospitality Sector Reports such as the Smith Travel Research (STR) monthly data. STR delivers data and analytics that are

confidential, accurate and actionable, and our comprehensive solution empowers KPDG to strategize and compete within the Greater Orlando/Kissimmee/Sanford MSA.

RRH as our Hospitality Consultant has performed a Five-Year Baseline Proforma Model metric expectation of the revenue for both a 122-room Hyatt Place and a 200-room Hyatt Place at a first-year entry into the Greater Kissimmee Market in Q4 of 2026. Changes Occupancy Rates, Average Daily Rates & ultimately, Revenue Per Average Room Rate (RevPAR) to this five (5) year Baseline Revenue Generation and Operational Cost Model as projected will serve as the Key performance indicators of our success. We will monitor progress monthly for shareholders and report our progress annually as a Fiscal Year report.

## Hyatt Studios Kissimmee 5-Year Proforma



|                                     | Year 1           |               | Year 2           |               | Year 3           |               | Year 4           |               | Year 5           |               |
|-------------------------------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|
| Occupancy                           | 69.7%            |               | 75.4%            |               | 80.4%            |               | 80.4%            |               | 80.4%            |               |
| ADR                                 | 107.64           |               | 117.39           |               | 124.94           |               | 128.69           |               | 132.55           |               |
| RevPAR                              | \$75.03          |               | \$88.51          |               | \$100.42         |               | \$103.43         |               | \$106.54         |               |
| <b>Operating Revenue</b>            |                  |               |                  |               |                  |               |                  |               |                  |               |
| Room                                | 3,341,094        | 97.5%         | 3,941,207        | 97.6%         | 4,484,022        | 97.7%         | 4,605,923        | 97.7%         | 4,744,101        | 97.7%         |
| F&B                                 | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          |
| Minor Operating Dept.               | 86,905           | 2.5%          | 96,349           | 2.4%          | 105,568          | 2.3%          | 107,912          | 2.3%          | 110,610          | 2.3%          |
| <b>Total Dept Revenue</b>           | <b>3,427,999</b> | <b>100.0%</b> | <b>4,037,556</b> | <b>100.0%</b> | <b>4,589,590</b> | <b>100.0%</b> | <b>4,713,835</b> | <b>100.0%</b> | <b>4,854,711</b> | <b>100.0%</b> |
| Room                                | 943,980          | 28.3%         | 1,048,521        | 26.6%         | 1,150,476        | 25.7%         | 1,180,395        | 25.6%         | 1,214,193        | 25.6%         |
| F&B                                 | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          |
| Minor Operating Dept.               | 44,764           | 4.5%          | 49,628           | 4.5%          | 54,377           | 4.5%          | 55,584           | 4.5%          | 56,974           | 4.5%          |
| <b>Total Dept Expense</b>           | <b>988,743</b>   | <b>28.8%</b>  | <b>1,098,150</b> | <b>27.2%</b>  | <b>1,204,853</b> | <b>26.3%</b>  | <b>1,235,979</b> | <b>26.2%</b>  | <b>1,271,167</b> | <b>26.2%</b>  |
| <b>Total Dept Profit</b>            | <b>2,439,255</b> | <b>71.2%</b>  | <b>2,939,407</b> | <b>72.8%</b>  | <b>3,384,738</b> | <b>73.7%</b>  | <b>3,477,856</b> | <b>73.8%</b>  | <b>3,583,544</b> | <b>73.8%</b>  |
| <b>Undistributed Expenses</b>       |                  |               |                  |               |                  |               |                  |               |                  |               |
| Admin & General                     | 473,658          | 13.8%         | 500,222          | 12.4%         | 525,385          | 11.4%         | 538,417          | 11.4%         | 552,214          | 11.4%         |
| Info & Telecom                      | 45,000           | 1.3%          | 46,125           | 1.1%          | 47,278           | 1.0%          | 48,460           | 1.0%          | 49,672           | 1.0%          |
| S&M / Franchise Fees                | 452,146          | 13.2%         | 544,845          | 13.5%         | 643,987          | 14.0%         | 661,882          | 14.0%         | 681,569          | 14.0%         |
| Repairs & Maintenance               | 225,352          | 6.6%          | 244,877          | 6.1%          | 264,162          | 5.8%          | 271,179          | 5.8%          | 278,927          | 5.7%          |
| Utilities                           | 189,279          | 5.5%          | 211,896          | 5.2%          | 234,435          | 5.1%          | 241,978          | 5.1%          | 250,447          | 5.2%          |
| <b>Total Undistributed Expenses</b> | <b>1,385,435</b> | <b>40.4%</b>  | <b>1,547,965</b> | <b>38.3%</b>  | <b>1,715,248</b> | <b>37.4%</b>  | <b>1,761,915</b> | <b>37.4%</b>  | <b>1,812,828</b> | <b>37.3%</b>  |
| <b>Gross Operating Profit (GOP)</b> | <b>1,053,821</b> | <b>30.7%</b>  | <b>1,391,442</b> | <b>34.5%</b>  | <b>1,669,489</b> | <b>36.4%</b>  | <b>1,715,941</b> | <b>36.4%</b>  | <b>1,770,716</b> | <b>36.5%</b>  |
| Management Fees                     | 137,120          | 4.0%          | 161,502          | 4.0%          | 183,584          | 4.0%          | 188,553          | 4.0%          | 194,188          | 4.0%          |
| <b>Assumption Drivers</b>           | <b>916,701</b>   | <b>26.7%</b>  | <b>1,229,940</b> | <b>30.5%</b>  | <b>1,485,906</b> | <b>32.4%</b>  | <b>1,527,388</b> | <b>32.4%</b>  | <b>1,576,528</b> | <b>32.5%</b>  |

## Hyatt Place Kissimmee 5-Year Proforma



|                                     | Year 1           |               | Year 2           |               | Year 3           |               | Year 4           |               | Year 5           |               |
|-------------------------------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|
| Occupancy                           | 70.6%            |               | 74.5%            |               | 78.5%            |               | 78.5%            |               | 78.5%            |               |
| ADR                                 | 122.88           |               | 135.61           |               | 146.33           |               | 150.72           |               | 155.24           |               |
| RevPAR                              | \$86.76          |               | \$101.07         |               | \$114.80         |               | \$118.24         |               | \$121.79         |               |
| <b>Operating Revenue</b>            |                  |               |                  |               |                  |               |                  |               |                  |               |
| Room                                | 6,333,717        | 97.0%         | 7,378,026        | 97.2%         | 8,403,214        | 97.3%         | 8,631,662        | 97.3%         | 8,890,612        | 97.4%         |
| F&B                                 | 79,065           | 1.2%          | 85,962           | 1.1%          | 93,456           | 1.1%          | 95,996           | 1.1%          | 98,876           | 1.1%          |
| Minor Operating Dept.               | 115,640          | 1.8%          | 125,325          | 1.7%          | 135,818          | 1.6%          | 139,067          | 1.6%          | 142,785          | 1.6%          |
| <b>Total Dept Revenue</b>           | <b>6,528,422</b> | <b>100.0%</b> | <b>7,589,313</b> | <b>100.0%</b> | <b>8,632,488</b> | <b>100.0%</b> | <b>8,866,725</b> | <b>100.0%</b> | <b>9,132,273</b> | <b>100.0%</b> |
| Room                                | 1,714,015        | 27.1%         | 1,869,212        | 25.3%         | 2,034,799        | 24.2%         | 2,087,644        | 24.2%         | 2,147,515        | 24.2%         |
| F&B                                 | 81,646           | 103.3%        | 85,368           | 99.3%         | 89,312           | 95.6%         | 91,917           | 95.8%         | 94,675           | 95.8%         |
| Minor Operating Dept.               | 45,775           | 2.5%          | 49,568           | 2.5%          | 53,673           | 2.5%          | 54,912           | 2.5%          | 56,333           | 2.5%          |
| <b>Total Dept Expense</b>           | <b>1,841,435</b> | <b>28.2%</b>  | <b>2,004,148</b> | <b>26.4%</b>  | <b>2,177,785</b> | <b>25.2%</b>  | <b>2,234,473</b> | <b>25.2%</b>  | <b>2,298,522</b> | <b>25.2%</b>  |
| <b>Total Dept Profit</b>            | <b>4,686,987</b> | <b>71.8%</b>  | <b>5,585,166</b> | <b>73.6%</b>  | <b>6,454,703</b> | <b>74.8%</b>  | <b>6,632,253</b> | <b>74.8%</b>  | <b>6,833,751</b> | <b>74.8%</b>  |
| <b>Undistributed Expenses</b>       |                  |               |                  |               |                  |               |                  |               |                  |               |
| Admin & General                     | 563,570          | 8.6%          | 603,223          | 7.9%          | 642,630          | 7.4%          | 658,851          | 7.4%          | 676,263          | 7.4%          |
| Info & Telecom                      | 45,000           | 0.7%          | 46,125           | 0.6%          | 47,278           | 0.5%          | 48,460           | 0.5%          | 49,672           | 0.5%          |
| S&M / Franchise Fees                | 761,443          | 11.7%         | 926,063          | 12.2%         | 1,109,883        | 12.9%         | 1,140,655        | 12.9%         | 1,174,705        | 12.9%         |
| Repairs & Maintenance               | 431,324          | 6.6%          | 463,674          | 6.1%          | 498,582          | 5.8%          | 511,924          | 5.8%          | 526,785          | 5.8%          |
| Utilities                           | 360,611          | 5.5%          | 393,967          | 5.2%          | 430,393          | 5.0%          | 444,240          | 5.0%          | 459,788          | 5.0%          |
| <b>Total Undistributed Expenses</b> | <b>2,161,948</b> | <b>33.1%</b>  | <b>2,433,053</b> | <b>32.1%</b>  | <b>2,728,766</b> | <b>31.6%</b>  | <b>2,804,130</b> | <b>31.6%</b>  | <b>2,887,212</b> | <b>31.6%</b>  |
| <b>Gross Operating Profit (GOP)</b> | <b>2,525,039</b> | <b>38.7%</b>  | <b>3,152,113</b> | <b>41.5%</b>  | <b>3,725,937</b> | <b>43.2%</b>  | <b>3,828,123</b> | <b>43.2%</b>  | <b>3,946,538</b> | <b>43.2%</b>  |
| Management Fees                     | 261,137          | 4.0%          | 303,573          | 4.0%          | 345,300          | 4.0%          | 354,669          | 4.0%          | 365,291          | 4.0%          |
| <b>Assumption Drivers</b>           | <b>2,263,902</b> | <b>34.7%</b>  | <b>2,848,540</b> | <b>37.5%</b>  | <b>3,380,637</b> | <b>39.2%</b>  | <b>3,473,454</b> | <b>39.2%</b>  | <b>3,581,247</b> | <b>39.2%</b>  |

Business Plans will be updated annually beginning with strategic sessions in October of the previous year. Annual reports will



be created by the end of the year for valuation and reporting of equity increases. Shareholder equity will be evaluated by a third-party financial group and distributed annually.

#### d. Assumptions and Risk Mitigation Strategy

KPDG interviewed key tenants throughout the past year of the Kissimmee Downtown area including downtown Café owners and shopkeepers, as well as airport flight school owners at KGA to better understand the needs of the community. It was evident from these interviews that the community was underserved with regard to short-term lodging and mid to upper-level quality extended hotel stays.

Key Assumptions made through the Planning Phase were that in answering this need for lodging, the projects analyzed, whether hotels or apartments, should be profitable ventures on their own merit. The land component was understood to be nearly 12% of the total project costs for development. The City owned land in the Downtown CRA District that was underserved, and that if developed under a P3 scenario would benefit the City of Kissimmee, by priding inner City lodging and delivering a return on investment to the general public both as an Ad Valorem proposition as well as the project's ability to draw patronage to the Downtown Area. The City owned airport land north of Martin Luther King Jr. Boulevard has remained undeveloped since its availability. KPDG investigated both this site at the Airport and the Downtown Toho Square Site. All projects, as noted in the above introduction section, came back with double figure returns.

The KPDG Team saw the opportunity to both create a public private partnership with the city for the use of these lands as well as form the P3 entity Kissimmee Place Development Group, Inc. so that publicly owned assets could be presented into the project readily and the City could bring all efforts of the public realm to mitigate project risk. Subsidizing public space and amenities through the County Tourist Development Tax Dollar (TDT) would benefit the community in providing the sought-after conference space and necessary parking for community events and group meetings.

KPDG is in final negotiations with the City regarding land lease agreements and has begun early communications with the County regarding public conference space funding from TDT sources. The Phased Development Strategy is for KPDG to begin construction ground-breaking in Q1 of 2025 for the Hyatt Studios project at KGA. This project has the least path of resistance as it is a prototype build and can earn revenue in 18 to 24 months from its inception date. Phase II the Hyatt Place Build will be developed in two parts. Phase IIa will be the 160-room Hyatt Place build as a prototype Hotel. There will be some level of customization within the first three floors to accommodate structural parking and retail space at the ground level as necessary. This build will accommodate prototypically 5,000 sf of conference space on the second and third floors. Phase IIb is a variable build at this time. The remaining 140 rooms are intended be built as prototypical Hyatt Place rooms. The primary risk and ultimate reward for this build is 25,000 sf of additional conference space. KPDG will negotiate subsidies from the City and County to accomplish the Kissimmee Place Conference Center that will be housed in the North portion of the Toho Square Site. Revenues from this portion of the project will raise the project internal rate of return (IRR) near 22%.

KPDG will employ an Integrated Project Delivery (IPD) method which is essentially a design-build procurement where the owner retains managerial control over the D-Build process. We understand this managerial control will help us to mitigate design- build construction risk in that Crane as the Prime contractor and equal partner in this venture will serve as Owner Authorized Representative throughout the Design-Build process.

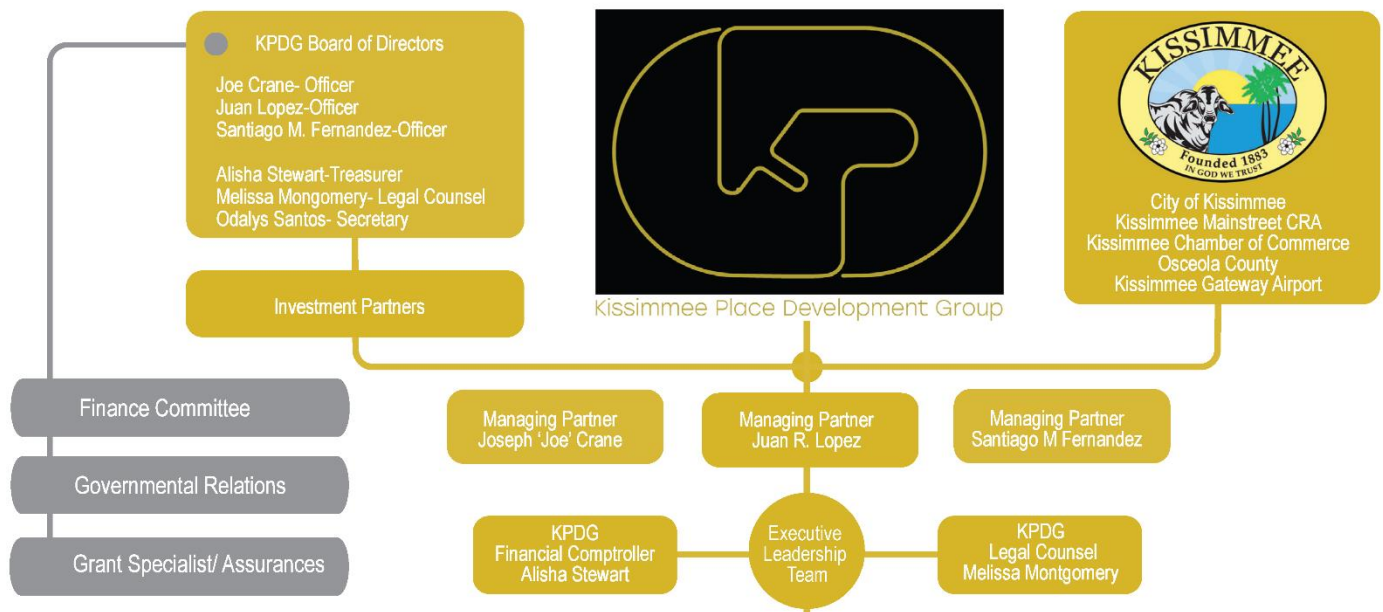
Third-Party Vendor Risk Mitigation is also a concern we have intentions to mitigate. We intend to deliver the Hyatt prototype as totally owner furnished endeavor. This accounted for in our proforma as the procurement methodology itemization. KPDG Operational Risk Management is made easier in that we have strict procurement protocols applied from the acquisition of professional services to the control of Operational expenditures to Capital Expenditures. Project Controls are in place to ensure that our project approach as Owner Authorized Representatives in oversight of the Design, Building, Operations, Management and Maintenance of the project will be successful in keeping cost low while ensuring that revenue generation optimized.

#### e. Project Management Arrangements

##### Team structure, roles, and responsibilities.

The following charts explain how the KPDG venture will be managed and operated. The Executive Leadership Team ELT consists of our three Managing Partners who will also serve as the managing Board of Directors. The ELT will be supported by our in-house Legal Counsel and our Comptroller. Investment partners will remain in contact with our board of directors and will be considered silent partners throughout the life of the venture. The City of Kissimmee will be a direct P3 investment partner in the venture and will have specified points of contact and inputs contractually throughout the life of the venture. KPDG will produce an annual report to communicate the state of the venture to all investment partners. The ELT will serve as

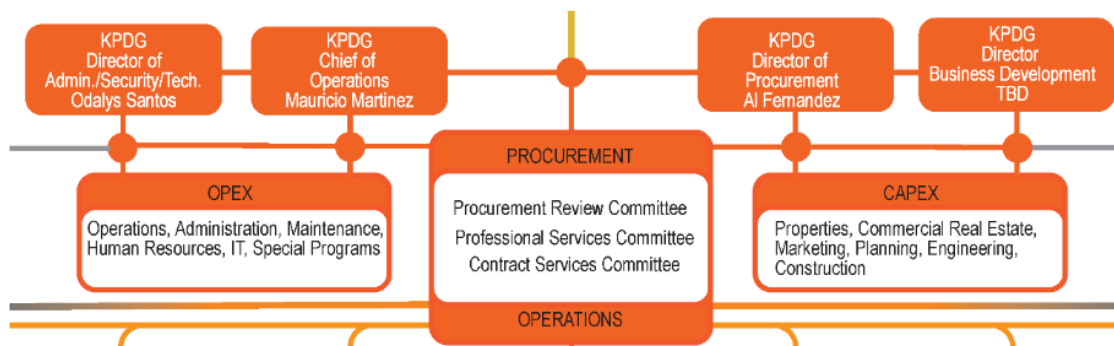
Owner Representatives through Construction and serve as Oversight Managers during Operations.



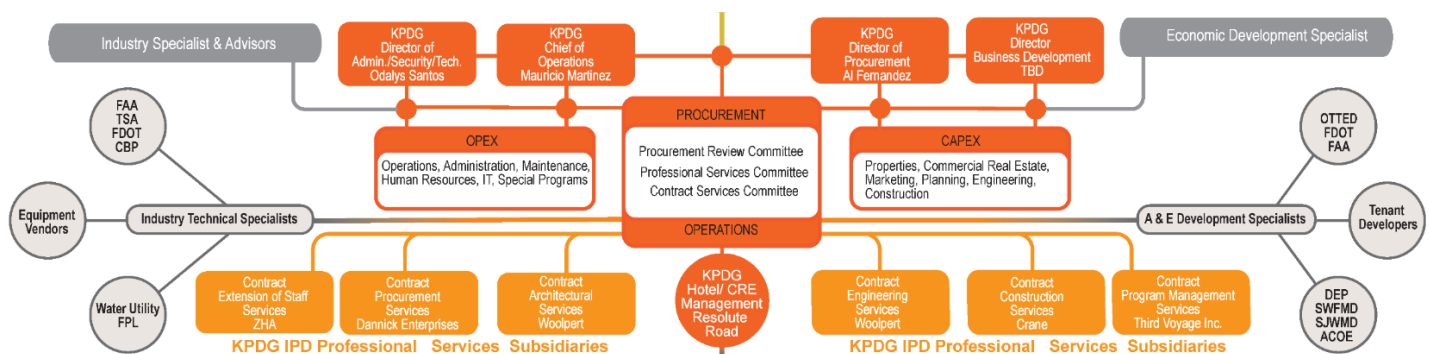
**KPDG Mission:** “To Design, Build, Finance, Operate and Manage Public, Commercial and Infrastructure Projects within Public Private Partnerships(P3) between KPDG and The Federal Agencies, State Agencies, County Administrations and Municipal Corporations.”

### Operational Structure

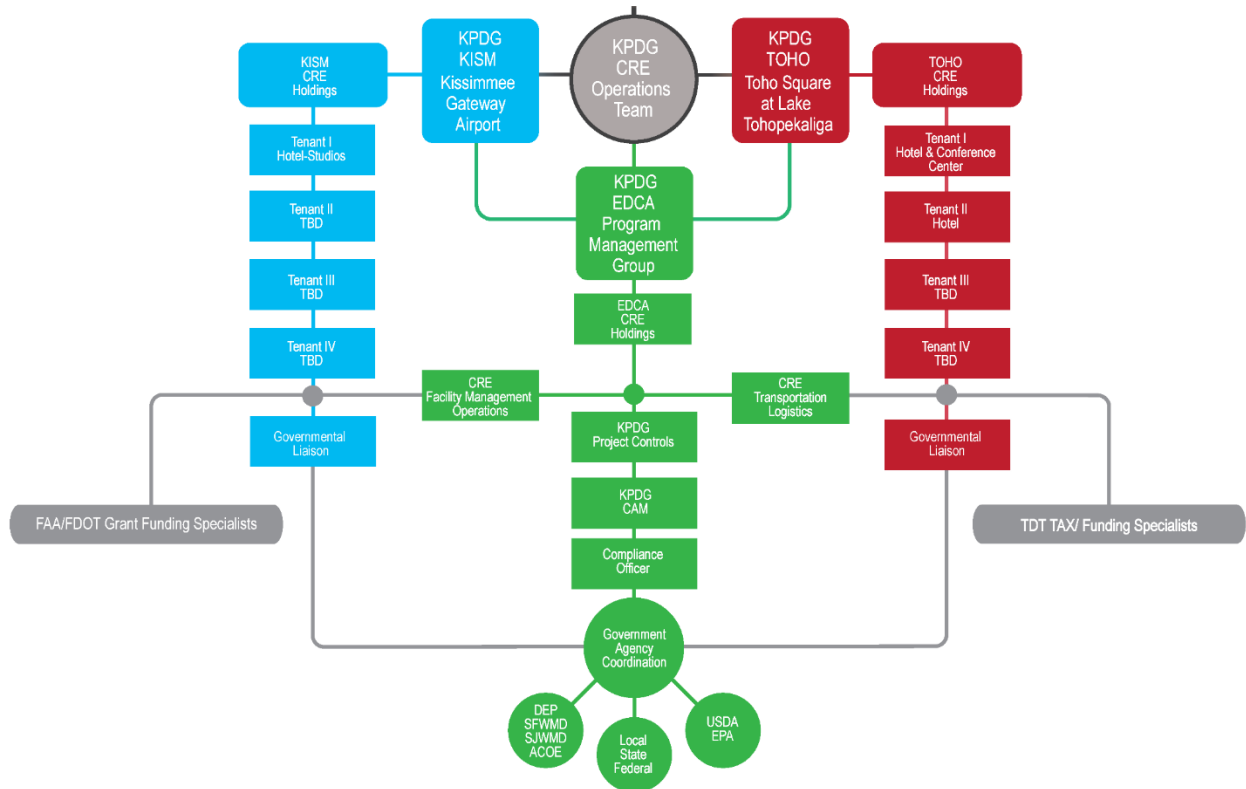
Daily operation will be managed during two distinct modes, Project Capitalization & Program Operations. During construction the focus will be on Capital Expenditure and Construction Project Delivery. The IPD Team will be fully assembled including our in-house General Contractor, Program Manager and Communications Director (see IPD Chart above). After construction we will focus more on Operational Expenditures and streamlining Program Operations to ensure profitability. All procurement of Professional Services will be scrutinized in Procurement Review Committee and according to our corporate protocols prior to execution. Our Professional Services Committee will oversee the selection of goods and services providers. Lastly, all Contracts whether in execution and or closing will be managed by our Contract Services Committee. All vendors will be processed in this manner.



### KPDG Management Chart







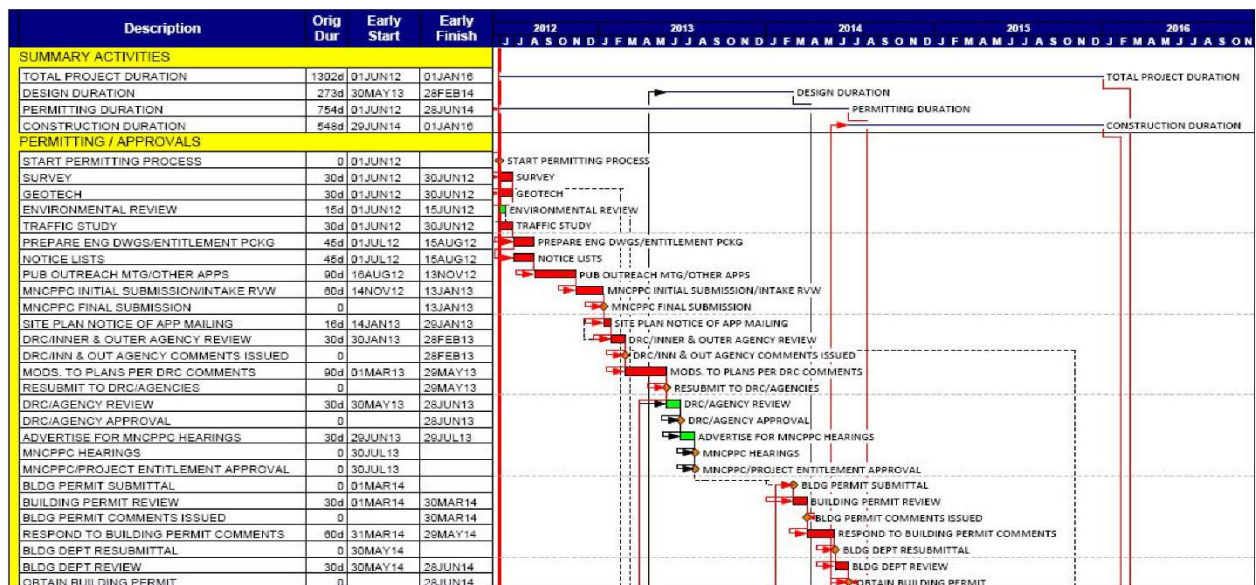
### KPDG Holding Companies, Governance and Reporting

KPDG is a C- Corporation established in the State of Florida. It functions distinctly as a holding company for three (3) subsidiaries of KPDG that are C-Corporations in the state of Florida and are focused on performing Commercial Real Estate transactions for separate purposes. Each Land hold will be a separate venture and is considered severable as its own profit center. KPDG-KISM will hold all Kissimmee Gateway Airport Related Ventures. KPDG-TOHO will encompass all Lake 'Toho' waterfront related projects. All program management decisions, financial distributions and project accountability will occur through KPDG-EDCA. The KPDG comptroller will be in oversight of all pay applications for product delivery and professional services rendered.

## 3. Government and Communities

### a. Necessary Permitting or Approvals

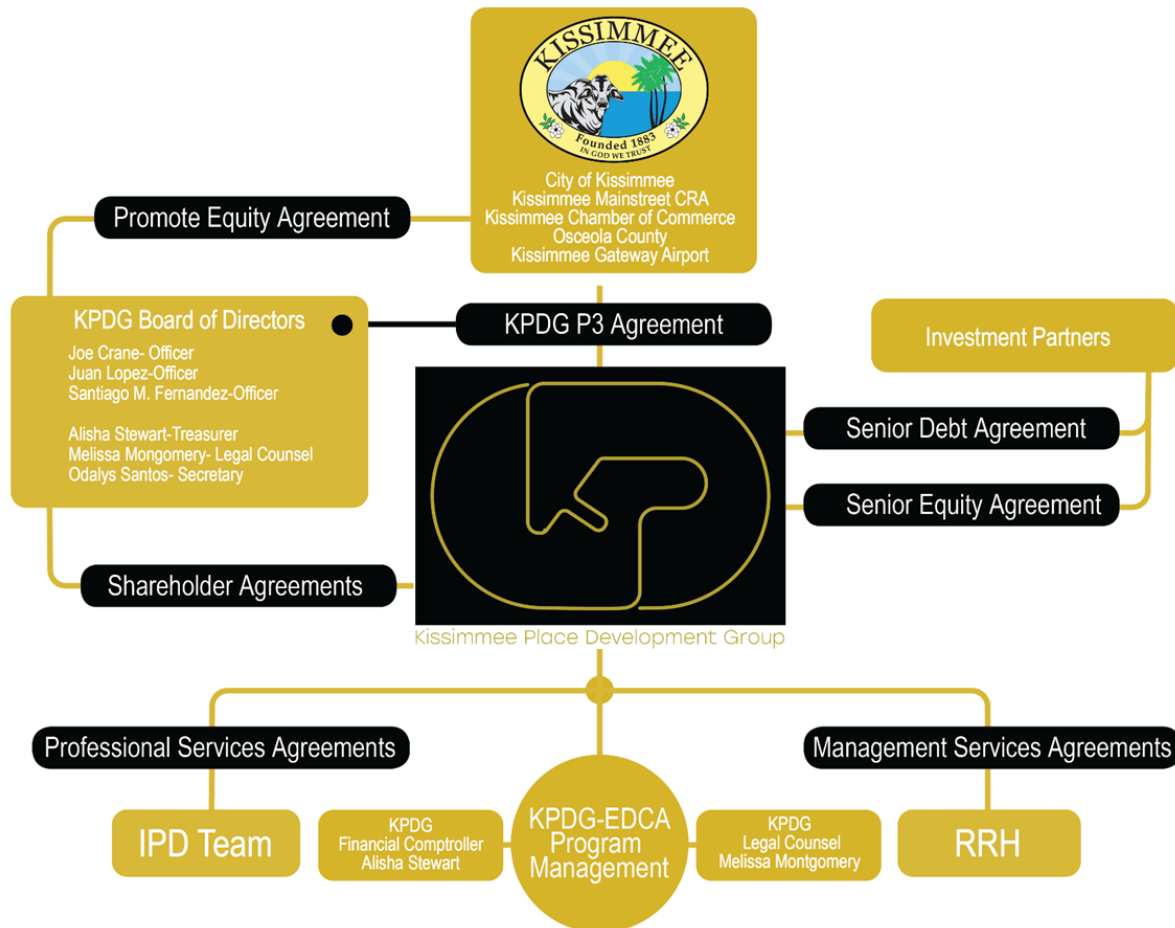
Shown below is a sample schedule from a previous Hyatt Place Project of similar size. The Schedule shows a detailed outline as to permitting applications anticipated and duration of time for obtaining these permits.



### b. Participation of Beneficiaries

The Partnership is established to allow for the contractual contribution of assets and equity between the City of Kissimmee and the Private Entity. Kissimmee Place Development Group Inc. is the Economic Operator and 'Special Purpose Company' that will facilitate all transactions. KPDG is granted all Right to Design Build Operate and Manage the assets through the Public private Partnership Agreement.

The City of Kissimmee is a Key Stakeholder and will have participation early in the hotel branding process. The Investment Partners as Lenders remain silent partners throughout. They are compensated through predetermined Senior Debt Agreements and Senior Equity Agreements. A monthly report will be distributed of progress to all Key Stakeholders and will be available electronically.



### c. Partnership Structure

There are three equity Partners as Board Officers under KPDG. They are compensated through equity percentages that are predetermined in shareholder agreements. KPDG will serve as the company in oversight of the Development Project and in Oversight of the Management of the Hotels and CRE assets. The IPD Team has been contracted by way of Professional Services Agreement Contracts. Hotel Management Services will be contracted by way of 3-to-5-year Management Services Agreements.

### d. Coordination

KPDG-EDCA will remain the Program Management Entity in oversight of Operations and Maintenance of the assets. Specialists are in place as extension of staff services to ensure contracts are met and compensation is appropriately distributed. The KPDG comptroller, Alisha Stewart, and our in-house legal counsel, Melissa Montgomery, will assist Program manager, Santiago Fernandez in ensuring that all project deliverables have been met prior to contract compensation.

Weekly progress meetings. Monthly updates. Annual Reports. All reporting efforts will be managed through KPDG-EDCA to avoid duplication of efforts. All P.O.C. and public communication efforts with stakeholders will occur through KPDG-EDCA.

### e. Environment

The following language is embedded into our lease agreement in anticipation of any environmental regulations we will

adhere to in development and operations KPDG will adhere to all applicable laws.

Environmental Laws shall mean and include all Federal, State and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, super lien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial interpretations of each of the foregoing.

We will perform general sustainability measures throughout both hotels implementing when possible best practices as follows:

- Energy conservation
- Amenities
- Waste reduction and efficiency
- Promoting sustainable means of transportation
- Choosing cleaning products wisely with minimum impact on the environment
- Careful selection of local food products at the hotel restaurant
- Encouraging guests to make sustainable decisions
- Promoting ecotourism
- Water conservation
- Operational changes necessary to reduce waste

## 4. Monitoring and Reporting of Execution and Operating Plan

### a. Monitoring Framework

The Kissimmee Place Development Group (KPDG) will utilize Sage software for comprehensive project monitoring. This will include tracking financial performance, procurement schedules, resource allocation, and construction progress. Sage Intacct, in particular, will provide real-time data analysis, variance tracking, and compliance monitoring.

#### Tools

- **Sage Intacct:** For financial management and KPI tracking
- **Sage Construction and Real Estate (CRE):** For project-specific milestones, scheduling, and materials tracking
- **Integrated Dashboards:** Centralized monitoring of costs, timelines, and performance metrics

#### Frequency

- **Daily:** Real-time updates and issue alerts using Sage Intacct
- **Weekly:** Performance summaries generated by Sage CRE
- **Monthly:** Comprehensive variance and compliance reports shared with stakeholders

#### Baseline Data

Key performance indicators (KPIs) will be based on project timelines, budgets, and initial resource allocations. Baseline data is established using the financial proforma and market analyses outlined in the business plan.

#### Periodic Reviews

- **Quarterly Reviews:** Detailed reviews of financial health and project milestones
- **Annual Audits:** Conducted to ensure compliance with contractual obligations and financial targets

## b. Reporting Mechanisms

### Reporting Formats

- Standardized reports generated through Sage Intacct in PDF and Excel formats
- Visual dashboards showcasing real-time data and trends
- Custom project reports with charts and summaries available through Sage CRE

### Schedules

- Weekly Reports: Progress summaries delivered each Friday to internal teams
- Monthly Reports: Financial and construction updates sent to stakeholders on the last business day of the month
- Annual Reports: Comprehensive review prepared at the end of each fiscal year
  - **Internal Teams:** Project management and finance teams to ensure project alignment
  - **City of Kissimmee and County Officials:** To track public-private partnership (P3) objectives and outcomes
  - **Investors and Lenders:** Regular updates to ensure transparency and build trust
  - **Hotel Management Teams (Resolute Road Hospitality):** To align construction with operational goals

**FIRST RIGHT OF REFUSAL AGREEMENT TO  
LEASE PROPERTY  
DYER-THACKER COMMERCE PARK**

**THIS AGREEMENT** made and entered into this 17th day of December 2024 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and KISSIMMEE PLACE DEVELOPMENT GROUP, INC., hereinafter referred to as "COMPANY," a corporation organized and existing under the laws of the State of Florida.

**WITNESSETH:**

**WHEREAS**, Company has requested a Right of First Refusal to lease property located at Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Option Parcel" and is more particularly described in Exhibit "A"; and

**WHEREAS**, pursuant to City Policy 1501, Company has submitted an application with a preliminary conceptual site plan which the City has reviewed and determined that it is a satisfactory application; and

**WHEREAS**, The Parties agree to enter into this First Right of Refusal Agreement to provide the Parties an opportunity to conduct thorough due diligence to determine the desirability of leasing the Option Parcel; and

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the CITY and COMPANY agree as follows:

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.
2. **Term.** This Agreement shall commence on the above stated effective date and shall continue for a period of twelve (12) months, until such time as the Company and City enter into a resulting lease agreement for the Option Parcel, or until the termination of that certain Non-Binding Letter of Intent by and between the Parties of even date herewith, whichever occurs sooner.
3. **Right of First Refusal to Lease Option Parcels.** The Company agrees to pay a fee of \$2,500 per acre per year for the Right of First Refusal to lease the Option Parcel. A description of the Option Parcel, which consists of approximately eight and one-half (8.5) acres of real property is more particularly described in "Exhibit A" attached, and hereby incorporated by this reference. The total Right of First Refusal Fee for the Option Parcel is \$21,250 per year or \$5,312.50 per quarter. Such fee shall be invoiced to Company and promptly paid by the first of the month, commencing on January 1<sup>st</sup>, 2025, for the Term.
4. **Company's Obligations Precedent to Lease Agreement.** As a condition of entering into a lease agreement for the Option Parcel from City, Company agrees to present to the City the following:

- a. A design and plan to construct a 122-room hotel within 2 acres on the west side of the parcel and as an option, restaurant, rental spaces, associated utilities and automobile parking upon the remaining 6.5 Acres.

A final configuration and architectural program defined for the Option Parcel within the timeframe mutually agreed to by the parties, and which may include the sitework for the hotel, restaurant, associated utilities and automobile parking, subject to all applicable laws and regulations.

- b. The parties may also consider the development of an additional aviation campus facility, office space, and/or retail space facilities on the Option Parcel, subject to all applicable laws and regulations.
- c. The Company shall ensure that any design standards, layout, materials and construction on the Option Parcel will meet all City standards, FAA standards, and will be subject to final inspection by the City and all other applicable governmental agencies having approval jurisdiction.

5. **Commencement of Lease Payments.** Lease payments shall commence as specified in the resulting lease agreement.

6. **Lease Agreement Terms.** The lease agreement entered by the Parties shall be based upon the City's current ground lease rates and the following terms.

- a. Kissimmee Gateway Airport Ground Lease Rate:  
Fair Market Value Appraisal
- b. Additional terms as determined by a resulting Comprehensive Agreement pursuant to section 255.065, Florida Statutes.
- c. The lease term is expected to be forty (49) years, with the mutual option of renewing the lease for three (3) separate additional ten (10) year periods.

*SIGNATURE PAGE TO FOLLOW*

**KISSIMMEE PLACE DEVELOPMENT GROUP, INC.**

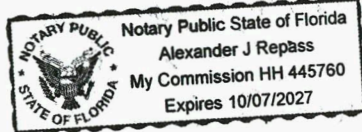


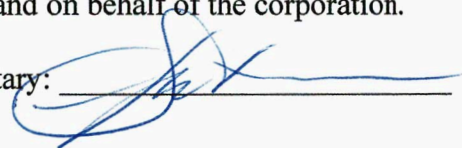
Santiago M. Fernandez  
Managing Partner

STATE OF FLORIDA,  
COUNTY OF ~~OSCEOLA~~, Brevard 

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2024, by means of physical presence or online notarization, by Santiago M. Fernandez, Managing Partner of KISSIMMEE PLACE DEVELOPMENT GROUP, INC., a Florida corporation, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal:



Notary: 

**CITY OF KISSIMMEE**



Jackie Espinosa, Mayor



Attest:

Tameara Crespo

City Clerk

Approved as to form & legality.

Olga Sanchez de Fuentes

City Attorney



Exhibit “A”

Legal Description: DYER-THACKER COMMERCE PARK PB 22 PG 183-185 LOT 7



Proposed Leasehold 8.5 Acres



Proposed Future Development



## NON-BINDING LETTER OF INTENT TO LEASE

December 8, 2024  
Jackie Espinosa  
Mayor, City of Kissimmee, FL  
101 Church St.  
Kissimmee FL, 34741

RE: Intent to Enter in a Lease Agreement and Investigate the Potential of a Public Private Partnership (P3) with the City of Kissimmee

Dear Mayor Espinosa:

The purpose of this Non-binding Letter of Intent ("LOI") is to establish the intent for Kissimmee Place Development Group, Inc. (hereinafter referred to as "KPDG") and the City of Kissimmee (hereinafter referred to as the "City") to negotiate and enter into a ground lease and to explore potential comprehensive agreements for a Public-Private Partnership (P3) to develop and manage two parcels of property owned by the City in response to that certain unsolicited proposal submitted by KPDG to the City on December 9, 2024 pursuant to section 255.065, Florida Statutes (the "Proposal"). It is expressly understood that the City Commission will, at a minimum, need to consider the Proposal at a second-duly noticed public meeting, make a public interest determination, and publish required notice for at least 7 days ("Public Comment Period").

### **I. Premises.**

This LOI pertains first, to approximately 8.5 +/- acres of property at Kissimmee Gateway Airport as generally depicted in the attached Exhibit "A.1" (hereinafter the "Airport Premises"). Second, to approximately 1.43+/- acres of City-owned land at and in connection with the 'Toho Square' site, which is currently undeveloped land surrounding the Toho Square garage as generally depicted in the attached Exhibit "A.2" (hereinafter the "Toho Premises") (Airport Premises and Toho Premises referred to collectively as the "Premises"). The boundaries of each of these Premises will be specifically delineated by a survey performed by KPDG, and acceptable to the City for incorporation into any resulting lease agreement. Any comprehensive agreement or lease agreement for the Premises will utilize as its base the City's standard ground lease form for each property respectively.

### **II. Exclusionary Period.**

Upon expiration of the Public Comment Period and provided there are no alternative proposals timely received, only KPDG will be authorized to negotiate for the control of the Premises for a period of one year, unless this LOI is terminated sooner pursuant to its terms.

### **III. New Corporate Vehicle**

It is understood that a new corporate vehicle is established as Kissimmee Place Development Group, Inc. with the intent to allow for facilitation of the project as described in KPDG's unsolicited proposal. KPDG will be the managing partner sole entity responsible for the development of the Premises with all ability to Develop, Build, Finance, Operate, and Manage (DBFOM) the development on the Premises. There is a core team of Qualified Professional Service Consultants pre-arranged to perform the development as an Integrated Project Delivery (IPD) team. This team is intended to be led by Crane and Associates Construction, Inc. (Crane) as the Prime Contractor with sub-consultants Third Voyage Properties LLC (TVP) as the Program Manager, and Woolpert, Inc. (Woolpert) as the Architectural and Engineering Firm.

It is expressly understood that all members of the proposed team must meet the minimum standards contained in the City's guidelines for qualifying professional services and contracts for traditional procurement projects, including licensure and professional qualifications. It is further understood that the City must ensure professional review and evaluation of any design and construction proposed to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects. Such review must be performed by an architect, a landscape architect, or an engineer licensed in this state qualified to perform the review, and such professional shall advise the City through completion of the design and construction of the project. Additionally, performance and payment bonds will be required and will be subject to the requirements of section 255.05, Florida Statutes.

**IV. Proposed Lease Terms and Conditions.**

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                       | <p>Initial term of forty-nine (49) years with three (3) (10-year) optional extensions.</p> <p>Optional extensions will be subject to all laws, rules, and policies governing the allowable duration of leases. The term and associated extensions will require written joinder and consent of the City.</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| City Ownership and Control | <p>The city's ownership, equity, and control of the Premises will be addressed in the lease and any resulting comprehensive agreement. Title to the facilities will vest with the City upon conclusion of the lease term and any extensions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Type of Lease              | <p>The lease will be NET-NET-NET, which will require the lessee to pay for the cost of all property, facility, and development related expenses, including but not limited to real estate taxes, insurance, maintenance, rent, and utilities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Lease Commencement         | <p>The lease will become effective upon execution of the lease agreement and any comprehensive agreements. Rental payment amounts are subject to negotiation and will be included in the final form of lease and any comprehensive agreements.</p> <p>For the purpose of scheduling of the commencement of rent payments, the Premises will be divided into two distinct areas as reflected in Exhibit "A.1 &amp; A.2"</p> <p>Phase I.a- 122-room 60,000SF+/- Hyatt Studios Airport Hotel Site (approximately 2 +/-acres): Lease payments will commence upon receipt of the first certificate of occupancy on the property or within thirty-six (36) months of the effective date of the lease, whichever occurs first.</p> |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <p>Phase I.b.- 90,300SF +/-Flight training Campus (approximately 6.5 +/-acres): Lease payments will commence upon receipt of the first certificate of occupancy on the property or within thirty-six (36) months of the effective date of the lease, whichever occurs first.</p> <p>Phase II.a- Toho Square Site South (approximately .876+/- acres): Lease payments will commence upon receipt of the first certificate of occupancy on the property or within thirty-six (36) months of the effective date of the lease, whichever occurs first.</p> <p>Phase II.b- Toho Square Site North (approximately .553 Acres+/-): Public Use Facility of either of the following:</p> <p>Option IIb.1- The Kissimmee Place Hotel Public Plaza Element featuring Dog Park and Amenities.</p> <p>Option IIb.2- The Kissimmee Place 30,000 Square Foot Public Conference Center.</p> <p>Option IIb.3- 140-Room, Phase II-Hyatt Place Hotel expansion</p> <p>Lease payments will commence upon receipt of the first certificate of occupancy of each development on the property or within thirty-six (36) months of the effective date of the lease, whichever occurs first.</p> |
| Security Deposit | A deposit check in the amount equal to the first month's rent will accompany the executed lease agreement or as otherwise agreed upon in a comprehensive agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Uses             | <p>The intended uses will be as follows:</p> <p>Site 'A' of the Premises at KGA:</p> <ul style="list-style-type: none"> <li>Hotel</li> <li>Workforce Training</li> <li>Education Facilities</li> <li>Short-Term lodging</li> <li>Office/ Commercial</li> <li>Commercial Retail</li> <li>Conference Space</li> <li>Restaurant/Entertainment</li> <li>Parking Lot</li> </ul> <p>Site 'B' of the Premises at Toho Square</p> <p>Hotel</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          | <p> Workforce Training<br/> Education Facilities<br/> Short-Term lodging<br/> Apartments<br/> Office/ Commercial<br/> Commercial Retail<br/> Conference Space<br/> Restaurant/Entertainment<br/> Parking Lot </p> <p>It is expressly understood that any and all uses on the Premises must conform to all applicable comprehensive plan, zoning, and other land development regulations. It is further understood that such uses may require comprehensive plan and/or zoning changes. Nothing contained herein shall be construed as a zoning, permit, or other development approval, nor as binding the City Commission in its legislative or other decision-making authority to approve or amend such regulations.</p>                                                  |
| Owner Improvements       | <p>KPDG will bring the financial partner(s) to the projects towards 100% capitalization of the projects. KPDG will be responsible for all improvements necessary to complete and manage the projects throughout the term in accordance with all terms of a comprehensive agreement along with the ability to design, build, operate and manage the facilities.</p> <p>The City will explore grant funding, tax abatements, and other financial and non-financial incentives for the projects which may be available to be incorporated into a comprehensive agreement . Pursuant to section 255.065, the City may require KPDG to provide a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies.</p> |
| Unencumbered Development | <p>The City will process all permits and applications consistent with Florida Statutes and local land development regulations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Other Approvals          | <p>The final lease terms and conditions, as well as any comprehensive agreement, are subject to final approval by the City and other authorities and may be subject to amendment of the Comprehensive Plan. Nothing contained herein shall be construed binding the City Commission in its legislative or other decision-making authority to approve or amend the Comprehensive Plan or other regulations.</p>                                                                                                                                                                                                                                                                                                                                                             |

|                                             |                                                                                                                                                                                                                                                                                  |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             |                                                                                                                                                                                                                                                                                  |
| Non-Exhaustive List of Terms and Conditions | <p>The above Terms and Conditions are not an exhaustive list of the anticipated lease terms and conditions, and the final lease and any comprehensive agreements entered into pursuant to section 255.065, Florida Statutes will include other requirements and obligations.</p> |

## **V. Term of the Letter of Intent**

This LOI will expire one (1) year after signature by both parties, or upon execution of a formal lease or comprehensive agreement for the Premises, whichever occurs first, unless terminated sooner pursuant to its terms. It is expressly understood that if during the Public Comment Period, the City Commission determines that it cannot make the required public interest determination(s) for the proposal submitted by KPDG, and/or additional qualifying proposals are received during the Public Comment Period, the City may terminate this LOI upon written notice. The City may also terminate this LOI upon written notice to KPDG at its principal place of business in the event KPDG is dissolved or defunct.

## **VI. Marketing Privilege**

Upon expiration of the Public Comment Period and provided there are no alternative qualifying proposals timely received, KPDG will be permitted to market the Premises for development for the remaining duration of this LOI. Marketing may include but not limited to:

- a. Public media marketing of the Premises.
- b. Signage on the Premises property. Any marketing, promotion, or signage using the City name or seal must be reviewed by the City and must be consistent with the City of Kissimmee's sign regulations.

## **VII. Consideration**

The Exclusionary Period and the Marketing Privilege represent benefits to KPDG to the exclusion of others for the duration described herein. The consideration for these benefits will be as follows:

Abatement of Other Negotiations: \$500 per month. If this LOI results in a formal lease agreement for the Premises or any portion thereof, the consideration will be incorporated into the lease payment schedule. If this LOI terminates without execution of a formal lease agreement for the Premises or any portion thereof, the consideration will be payable in full at the termination of this LOI, however terminated.

Further, the City may charge a fee to cover the costs of processing, reviewing, and evaluating the KPDG Proposal request, including, but not limited to, reasonable attorneys' fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants. This fee will be included and accounted for in any resulting comprehensive agreements.

## **VIII. Non-Partnership**

Nothing contained in this LOI will be construed to create any relationship whatsoever, including, but not in any way limited to, any partnership or joint venture between KPDG and the City.

## **IX. Non-Binding**

This LOI is merely an outline of the major lease points currently under contemplation by the parties. Except for Paragraphs V, VI, VII, and VIII and this Paragraph IX, this LOI is not a binding legal agreement, and neither party will have any legal obligation or liability to the other if the parties fail to enter into a final lease agreement.

**Agreed to and Accepted:**

X



Jackie Espinosa  
Mayor of the City of Kissimmee

Date: December 17, 2024

X



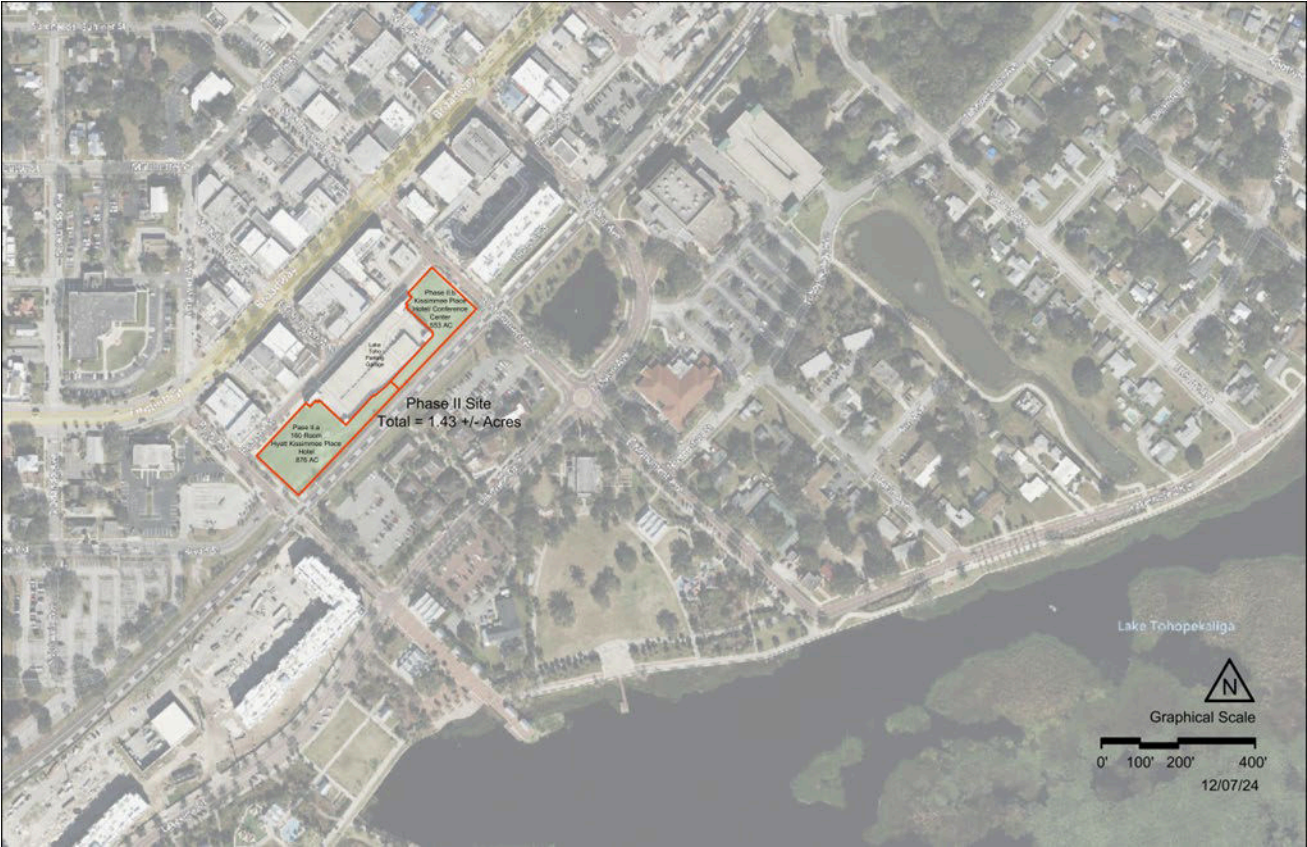
Mr. Santiago M. Fernandez  
Managing Partner, KPDG, Inc.

**Exhibit A.1 - Phase I- Site, Kissimmee Gateway Airport- 8.5 Acres +/-**  
**Legal Description: DYER-THACKER COMMERCE PARK PB 22 PG 183-185 LOT 7**





**Exhibit A.2: Phase II- Site, Toho Square Site- 1.43 Acres +/-**





JANUARY 2025



Proposal for

# Real Estate Advisory Services

*City of Kissimmee, FL*



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CBRE © 2025 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto. CBRE and the CBRE logo are service marks of CBRE, Inc. and/or its affiliated or related companies in the United States and other countries. All other marks displayed on this document are the property of their respective owners.

Olga Sanchez de Fuentes, B.C.S.  
City Attorney  
City of Kissimmee

101 Church Street  
Kissimmee, Florida 34741

**CBRE, Inc.**  
**Brokerage Services**

200 S Orange Ave  
STE 2100  
Orlando, FL 32801  
leeann.korst@cbre.com  
+1 850 251 9319

Dear Olga,

On behalf of CBRE, Inc., (CBRE) thank you for the opportunity to provide you with this proposal to advise the City of Kissimmee in the evaluation of an unsolicited offer to lease and develop two city-owned sites: One at the Kissimmee Gateway Airport and one in the Downtown Community Redevelopment Area. We are pleased to offer Kissimmee a number of advantages and benefits to engaging CBRE for this project:

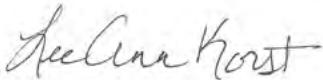
- Track record of success advising similar municipal and mission-oriented clients throughout Florida in achieving their community and financial goals on redevelopment projects
- World's broadest commercial real estate services platform to provide proven experts in all aspects of project development to benefit the City. We put subject matter experts on your side of the table to help the City assess and evaluate developer technical and financial proposals.
- Public sector specialists from CBRE's Public Institutions & Education Solutions practice, providing best practices and advice from 15+ recent public-private partnerships and redevelopment projects locally, regionally, and nationally.

This proposal is offered under CBRE's existing competitively procured Contract # DMS-22/23-007A by and between CBRE, Inc. and the State of Florida, Department Of Management Services for Real Estate Services. As per clause 3.3, Real Estate Consulting Services, the City of Kissimmee is an Eligible User (defined in Section 2) and therefore may use this contract as an existing competitively procured mechanism to engage CBRE for the referenced services.

We look forward to answering any questions you may have regarding the following proposal and are able to move quickly. When we are engaged, the County has our personal promise that our partnership will be governed by CBRE's RISE values: Respect, Integrity, Service, Excellence.

We are on stand-by to begin work on this important project and capture the advantages of the highly competitive market for development in Florida. We look forward to answering any questions you may have regarding the following proposal. If we are selected, Kissimmee has our personal promise that our partnership will be governed by CBRE's RISE values: Respect, Integrity, Service, Excellence.

Sincerely,



**Lee Ann Korst, Senior Vice President**  
**CBRE Public Institutions & Education**  
**Solutions**

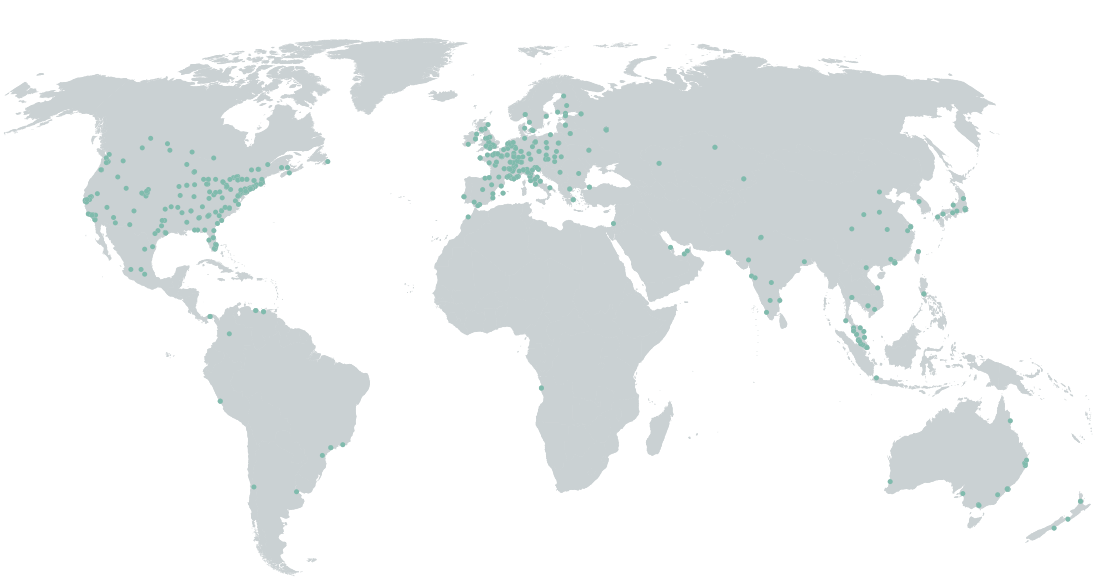


**Jim Gray, Managing Director**  
**CBRE Orlando**

# Introduction

CBRE, Inc. (NYSE: CBRE), a Fortune 500 and S&P 500 company headquartered in Dallas, Texas is the world's largest commercial real estate services and investment firm (in terms of 2022 revenue). The company offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting.

Trusted by 90% of the Fortune 100 and over 100 public sector clients



#1

Most admired real estate company for 9 years in a row by Fortune

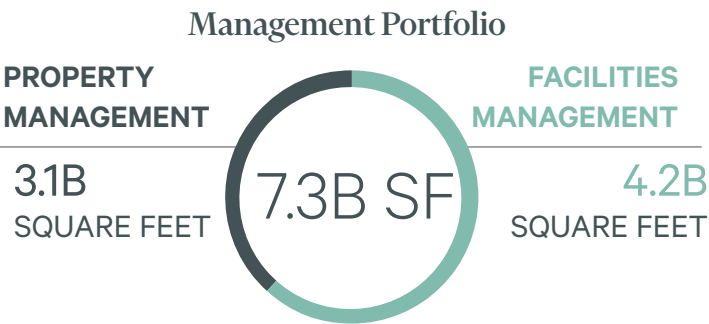
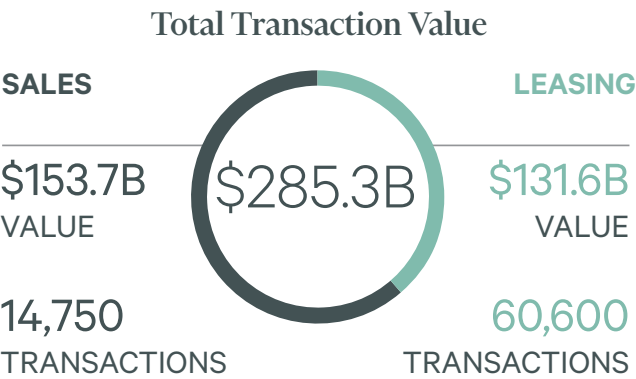
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years consecutively one of the world's most ethical companies by Ethisphere

#135

on the Fortune 500 list

## Worldwide Business Activity 2023



500+ OFFICES

115,000+ EMPLOYEES

100+ COUNTRIES

# Florida's #1 Commercial Real Estate Services Firm

## Statewide Coverage & Leadership

**1700**

employees

**11**

offices

**50**

years

**#1**

global market position in

- ✓ leasing
- ✓ property sales
- ✓ property management
- ✓ valuation

**\$10.5B**

2023 transaction  
volume

**\$5.1B**

2023 sales  
volume

**\$3.0B**

2023  
leasing  
volume

100+ AREAS OF SPECIALIZATION.

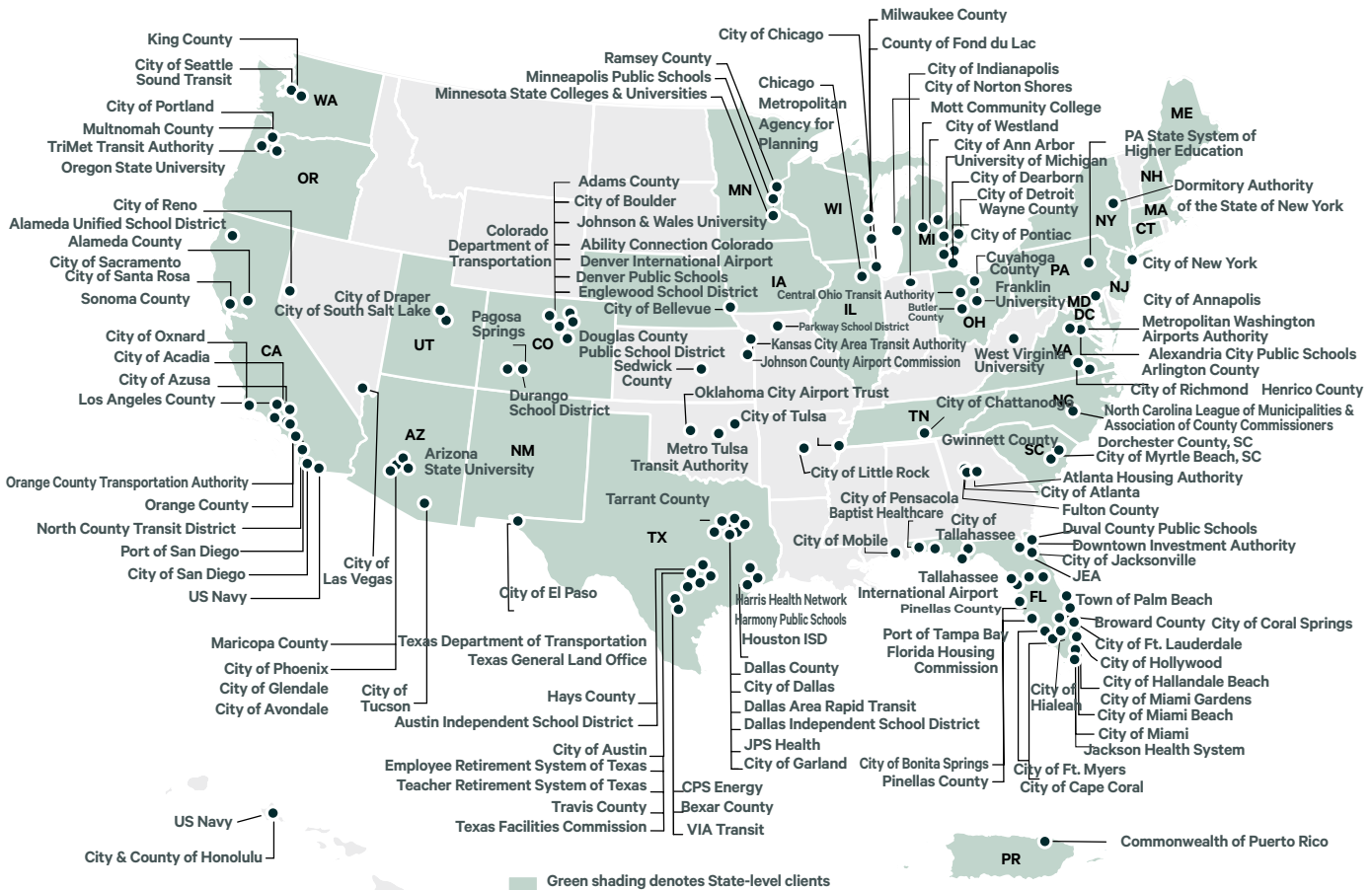


ONE POINT  
OF FOCUS—  
BRILLIANT  
SOLUTIONS FOR  
OUR CLIENTS.

# Advising for government / public sector land owners nationwide

The CBRE Public Institutions & Education Solutions (PIES) team is the leading provider of real estate services to local governments in Florida. Similar to Kissimmee, these entities are typically large landowners in any particular market and frequently seek out CBRE's expertise in structuring and brokering development projects that provide revenue and high quality amenities to their communities. In the last two years, the team has generated over \$3B in revenue for local government landowners who have engaged CBRE to solicit developers and operators on their behalf.

These projects have significant community interest and input, are transformational to local citizens, and provide uses and amenities to benefit the community.





# Approach

We understand that the City of Kissimmee has received an unsolicited proposal under the State of Florida's P3 statute (F.S. 255.065) to enter into a ground lease and develop/manage two city-owned parcels. The City has since provided the required public notice and expects proposals by February 11, 2025. The City is seeking CBRE's services to support the evaluation of proposals that may be received as a result of the public notice. The sites include 8.5 +/- acres of property at Kissimmee Gateway Airport and 1.43 +/- acres of City-owned land at and in connection with the 'Toho Square' site, which is currently undeveloped land surrounding the Toho Square parking garage.

CBRE has led multiple successful projects on behalf of municipal clients under F.S. 255.065 and is very familiar with the review requirements of the "responsible public entity." In order to support the City in meeting its obligations under the statute and delivering a project that meets the City and community's goals, CBRE has proposed a comprehensive approach and team including construction professionals, chartered financial analysts, and real estate experts to support the review.

CBRE will support the City's evaluation and selection committee's activities as an independent body. When offers are received, CBRE will complete a thorough analysis of the financial projections and plans of the developers and opine on their feasibility and reasonableness. We will present information for your consideration on best path forward for the project based on rigorous review of items such as:

- Overall strength of the offers, including pricing and level and type of development proposed
- Overall development plan
- Risk assessment for each finalist team (including but not limited to closing contingencies / certainty, development plan, financing, construction, and delivery)
- Financial return to the City including evaluation of transaction terms and assumptions

CBRE's review process will conform with the City's obligations under the statute to perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit. The team will review items such as:

- What is the respondents' past experience on comparable projects?
- What feedback did the developers' references provide? Are there red flags?
- How well-capitalized are the respondents? Will they have the sources and proof of debt and equity to deliver the project?
- How qualified are the individuals proposed to work on the project?
- Are construction costs and rent assumptions within market?
- Is the development timeline realistic?



**The CBRE team will support the City's due diligence and selection process considering the following:**

- Submission quality including objective and subjective criteria
- Interviews with proposal teams
- Proposer financial strength and experience with similar acquisitions at this scale
- Risk issues for all parties



## Vetting developer assumptions to prove project viability

CBRE provides development and construction professionals to examine developer proposals for assumptions and risks that may impact the project's viability. We break down the buzzwords into plain language to ensure the project will deliver as promised.

Specifically, CBRE's Project Management (PJM) team will complete the following tasks to review and analyze received proposals in detail and render a qualitative analysis in each of the following areas:

### Cost Study

- Detailed review of all hard construction and project soft costs
- Review of all the metrics (costs per square feet and/or unit) to establish benchmark relativity to the market and the industry
- Contingency levels held including forecasts for market escalation
- Assessment of financial risks
- Review of clarifications, assumptions, and qualifications of cost
- Review of costs held for potential off-site development, impact fees, infrastructure improvements and services

### Schedule Analysis

- Based on the proposed improvements and assumptions in the proposal, we will develop a critical path baseline schedule
- The baseline schedule will include durations and activities related to typical jurisdictional approvals including zoning and permitting, design, procurement, site prep, onsite construction, off-site improvements, and commissioning
- The baseline schedule will then be compared to the proposed project timeline. The proposer's schedule will be tested against our baseline's critical path in an effort to extract inconsistencies or conflicts in the schedule logic. Any inconsistencies will be flagged and included as follow up items in the final report.

### Feasibility and Constructibility Review

- Review the design and structural composition of the proposed improvements
- Compare the design elements against the site geometry, surrounding improvements, and the environmental conditions of the planned construction area
- Review and comment on any specific construction details or methods if included in the developer's response
- Identify any logistical challenges to the proposed improvements such as access, use restrictions, geotechnical or other concerns
- Comment on any procurement or other market conditions that may impact or cause significant change to the intended improvements. This may include but not be limited to global market pressure on construction commodities, geographic shortages in skilled construction labor, etc.

## Sample Feasibility Analysis



Understanding the financial implications of developer proposals is a key element to a successful project. CBRE's Financial Consulting Group (FCG) specializes in providing fully customized financial analyses that empower clients to make informed real estate decisions. Undertaken at both a qualitative and quantitative level, FCG professionals assist in thoroughly examining critical financial issues throughout the transaction process.

The review will include:

- Pro Forma Analysis
- Cash Flow Analysis
- Review of proposer's financial strength
- Sources and percentages of debt and equity financing the project
- 

### Sample Financial Analysis

[illegible]

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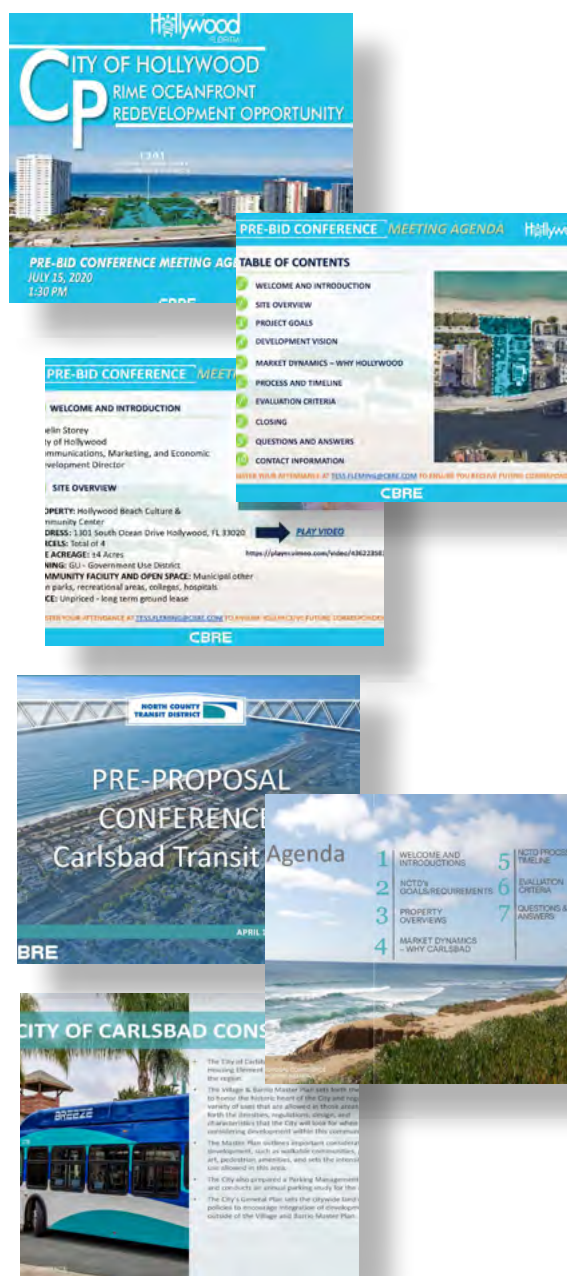




## Additional/Alternate Scope of Work - Marketing Representation

If the City decides to re-engage the developer market and re-solicit for development proposals, CBRE will oversee the offering process on your behalf, preparing offering documents, managing all communications, hosting site tours, disseminating documents, contacting respondents for clarifications, answering questions, and collecting responses.

*Sample solicitation process documents prepared by CBRE on behalf of public sector clients including offering documents/RFP/ITN/NODs, pre-bid meeting agendas, and other market-facing correspondence.*

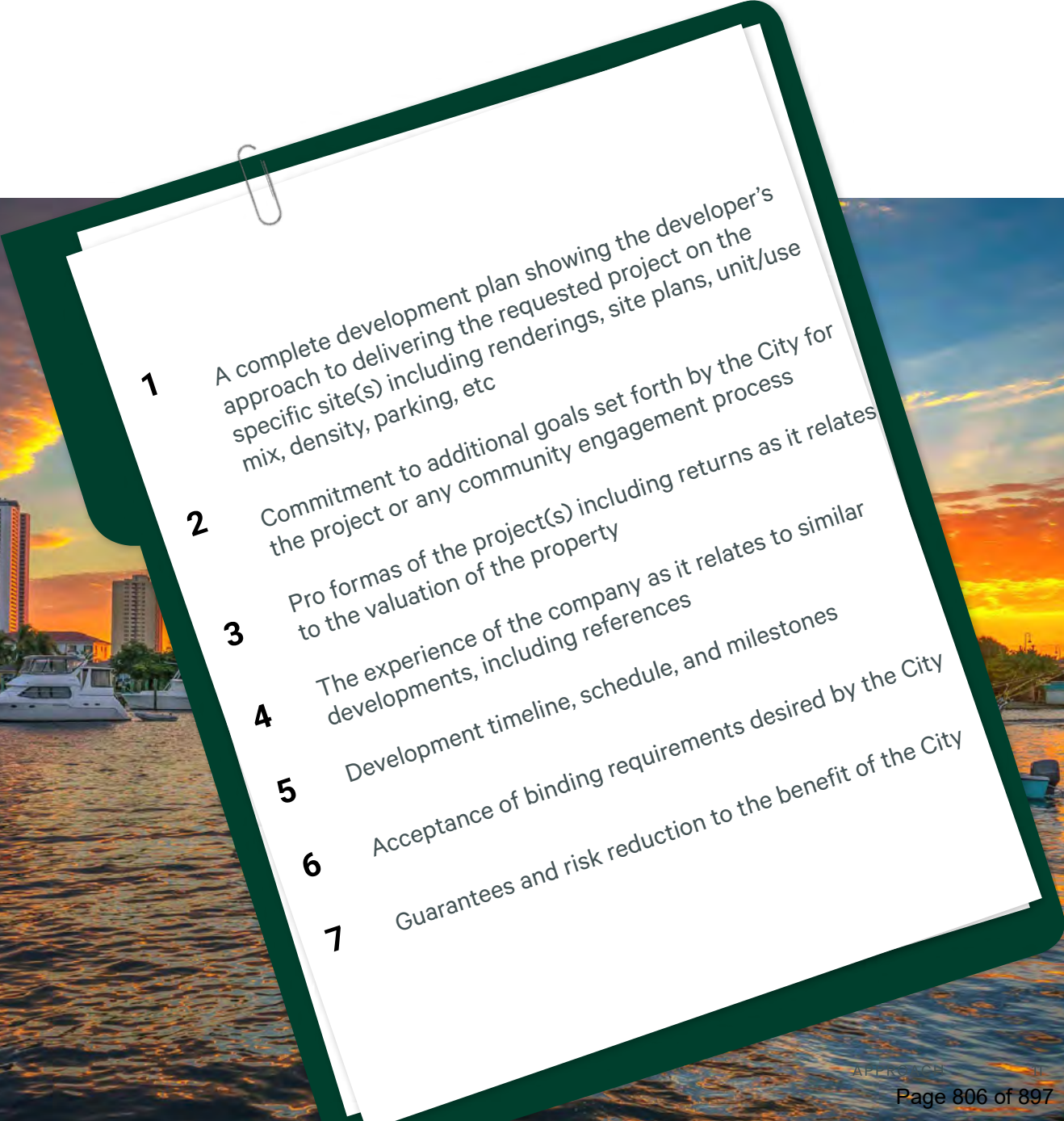


## Offering Document Drafting

In support of the solicitation process, CBRE will prepare customized branded marketing materials reflecting unique attributes of the sites, igniting a sense of place, and detailing City requirements and expectations in the solicitation process.

CBRE will act as the City's advisor and partner at any pre-bid conferences, presentations, developer workshops, or other public events including Commission presentations, and support the solicitation process milestones such as questions and answers, addenda, and document reviews.

The RFP will require detailed submissions from proposers, including conceptual designs, development proformas, a detailed capital stack and financing plan for the project, and other submission requirements. The goal is to solicit information that demonstrates the developer's proven ability to finance and perform a desirable project to a high standard of quality. Specific requirements will include but not be limited to:

- 
- 1 A complete development plan showing the developer's approach to delivering the requested project on the specific site(s) including renderings, site plans, unit/use mix, density, parking, etc
  - 2 Commitment to additional goals set forth by the City for the project or any community engagement process
  - 3 Pro formas of the project(s) including returns as it relates to the valuation of the property
  - 4 The experience of the company as it relates to similar developments, including references
  - 5 Development timeline, schedule, and milestones
  - 6 Acceptance of binding requirements desired by the City
  - 7 Guarantees and risk reduction to the benefit of the City



# Marketing Tools

When you partner with CBRE, you unlock the industry's leading marketing platform. Our team will deliver a tailored marketing strategy specific to your goals, develop a highly polished collection of materials and apply tactics and technologies that will communicate the unique value and opportunity at the City's sites.

Leveraging the firm's best-in-class resources, CBRE will deliver a sophisticated suite of custom marketing collateral. Our custom marketing practices will generate powerful impressions

**Our integrated suite of virtual marketing solutions delivers maximum results.**

## Property Marketing Powered by CBRE Deal Flow

CBRE Deal Flow is CBRE's listing platform for all investment sales. This digital, all-in-one marketplace streamlines the entire disposition process, with full-coverage tracking, a secure virtual deal room, and sophisticated reporting. Deal Flow enables a highly customized property marketing package complete with website, email marketing, and virtual deal room, with exposure to 1.1M+ investors globally and 150,000+ site visits per month.

### Offering Documents: Digital-First Experience

- A concise, graphical, data and story-driven marketing package
- Captures the attention of decision makers by driving them to focus on high-level information of the investment
- Enhances speed-to-market and increases efficiencies in the marketing process
- Supporting documents such as reports, in-depth financial models and deep-dive market information available in Deal Flow virtual deal room



### Web Presence

- An engaging, full-featured, mobile-friendly executive summary presentation made available on the Deal Flow platform
- Potential investors can interact with a virtual tour, review investment highlights, access and sign a registration agreement, and more



### Launch Email

- Targets active, qualified buyers
- Includes standard touch points and virtual marketing materials
- Distributed through the Deal Flow platform

150K+

Site Visits Per Month

1.1M+

Investors in Our Database

430+

New Deals Brought to Market Each Month

# Access to global capital

CBRE migrates more global capital around the world and into the U.S. than any other firm.

## Recent Highlights

#1

In total properties sold & total dollar volume globally for the 12th consecutive year

23.7%

Market share globally

\$200B

Global cross-border investment sales activity since 2019

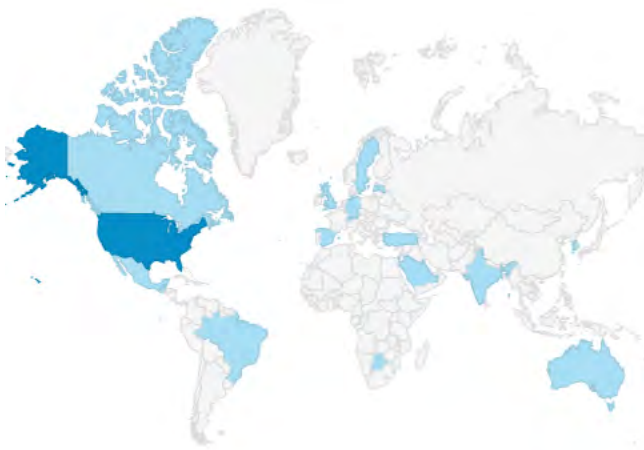
\$55.7B

Global cross-border investment sales activity in 2022

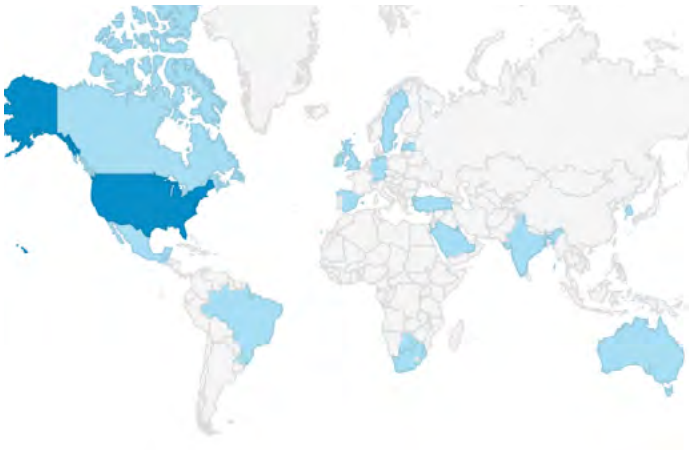
46.1%

More than our closest competitor

CITY OF HOLLYWOOD  
185 Interested Foreign Parties



CITY OF MIAMI GARDENS  
168 Interested Foreign Parties



DOWNTOWN INVESTMENT AUTHORITY,  
JACKSONVILLE  
167 Interested Foreign Parties





## Benefits to the City of Kissimmee

Our network works for you



### Commercially Familiar Process

- Reduce perception of complex and prolonged public sector process
- Clearly specifies requirements to interested parties
- Professional marketing materials to present offering in its best light



### Global Exposure

- Largest commercial real estate network in the world
- Credibility of most recognized brand in the industry
- 1.1M+ prospects in proprietary listing platform



### Bias to Action

- Financially and culturally motivated to move your project forward
- Maintain positive momentum to avoid languishing



### Maximize Returns

- Competitive environment created through listing process and broad marketing
- Best knowledge of deal terms and industry norms
- Subject matter experts negotiating on behalf of your best interests

Driving value

Our ability to drive value for our clients is predicated on our ability to effectively reach capital sources across the globe with a creative and complete story that successfully positions your site as a highly attractive, generational investment opportunity that is located in a highly coveted part of the country. Investors are continuously indicating that they are looking for quality, security and upside, and the Kissimmee location uniquely provides all of these. The final element is to create the sense of scarcity—that this opportunity is irreplaceable.

|  |  |  |  |          |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| LOCATION                                                                          | QUALITY                                                                           | SCARCITY                                                                          | UPSIDE                                                                             | OPPORTUNITY                                                                                 |
| HIGHLY DESIRABLE<br>SUN BELT MARKET                                               | SITE LOCATION<br>AND HEIGHT<br>ALLOWANCES ARE<br>PRIME                            | SITES AT THIS<br>SCALE ARE<br>HIGHLY DESIRED<br>BY MANY<br>DEVELOPERS             | STRONG VALUES<br>AND SCARCITY<br>ENABLE<br>SIGNIFICANT<br>FINANCIAL<br>RETURNS     | DELIVER COMMERCIAL<br>MIXED USE<br>DEVELOPMENT & CIVIC<br>PRIORITIES @ MUNICIPAL<br>COMPLEX |

To create investor competition

| UNDERWRITING/SECURITY                                                                                                                                                                                                                            | OPPORTUNITY/UPSIDE<br>(REAL & PERCEIVED) | COMPETITION/<br>SCARCITY                                                                                                                                                                                                       | EMOTION | <br><b>MAXIMUM<br/>VALUE</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------------------------------------------------------------------------------------------------------|
| <b>TACTICAL LEVEL</b>                                                                                                                                                                                                                            |                                          | <b>STRATEGIC LEVEL</b>                                                                                                                                                                                                         |         |                                                                                                                  |
| <ul style="list-style-type: none"><li>– Provide security through defensible financial underwriting</li><li>– Articulate benefits and opportunity of this acquisition</li><li>– Tailor presentation to target different capital sources</li></ul> |                                          | <ul style="list-style-type: none"><li>– Create competitive environment/managed offering process</li><li>– This opportunity cannot be replicated in the market</li><li>– Move decision from mathematical to emotional</li></ul> |         |                                                                                                                  |

Upon receipt of developer proposals, CBRE will provide the Proposal Evaluation & Review, Negotiation & Transaction Execution services previously described in this proposal. Optional Owner’s Representation services remain available at your discretion.

Partner Selection & Transaction Execution

At the Request of the City, CBRE will work with you to finalizes your choice for the preferred developer. CBRE will assist with negotiating and executing all necessary documentation including but not limited to:

- Letter of Intent
- Ground lease if applicable
- Development and Operating Agreements
- Common area and/or required easements



# Deliverables and Compensation

## Deliverables:

CBRE will prepare a technical review document/presentation comparing the proposals provided by the respondents. The document will include the following sections:

- Proposal overview matrix summarizing content of each received proposals
- Challenges and considerations assessment for each proposal
- Cost study for each proposal
- Schedule analysis for each proposal
- Constructibility and feasibility analysis for each proposal
- Financial analysis comparison for each proposal detailing returns to the City and other financial terms proposed
- Comparison summary of each proposal on the above components (cost, schedule, constructibility, and financial)

## Participation with City Staff/Council Briefings

While performing the above scope of work, CBRE will be in regular communication with City staff as may be reasonably required to clarify points and support the City's evaluation.

We will provide two (2) drafts of the technical review document/presentation and a final document.

CBRE will attend up to two (2) meetings in person. Any additional in-person meetings can be provided for an additional fee of \$5,000 per meeting.

## Compensation

CBRE's compensation will take the form of a technical review fee of \$375,000.

This amount will be charged as a flat fee, inclusive of all travel and expenses, in accordance with the number of meetings and travel described above.

Any additional services requested beyond the final submission of the deliverable will be quoted and priced separately by CBRE.

# Additional Services

In the event the City decides to engage CBRE to represent it in a market engagement process to secure additional competitive proposals, CBRE's compensation model will shift to a brokerage commission supplemented by a monthly retainer, as described below.

CBRE's compensation will take the form of a monthly retainer payable by the City of \$15,000 for our services throughout the transaction planning and execution process which is anticipated to be 9-12 months.

In addition, CBRE will be paid a Success Fee for Development Advisory Services by the selected Developer, calculated on the Total Project Cost on a sliding scale as listed below. Total Project Cost (TPC) is defined as all hard and soft costs of the project including but not limited to; the value of the land plus infrastructure, design, and construction costs as proposed by Developer.

| SERVICE                                                                                             | PAID BY           | AMOUNT                         | TIMING                                        |
|-----------------------------------------------------------------------------------------------------|-------------------|--------------------------------|-----------------------------------------------|
| Consulting services for marketing, RFP development and distribution, bid analysis and documentation | City of Kissimmee | \$15,000 / Month               | Monthly upon notice to proceed                |
| Transaction and development advisory brokerage                                                      | Developer         | Per sliding scale listed below | 30 days of execution of development agreement |

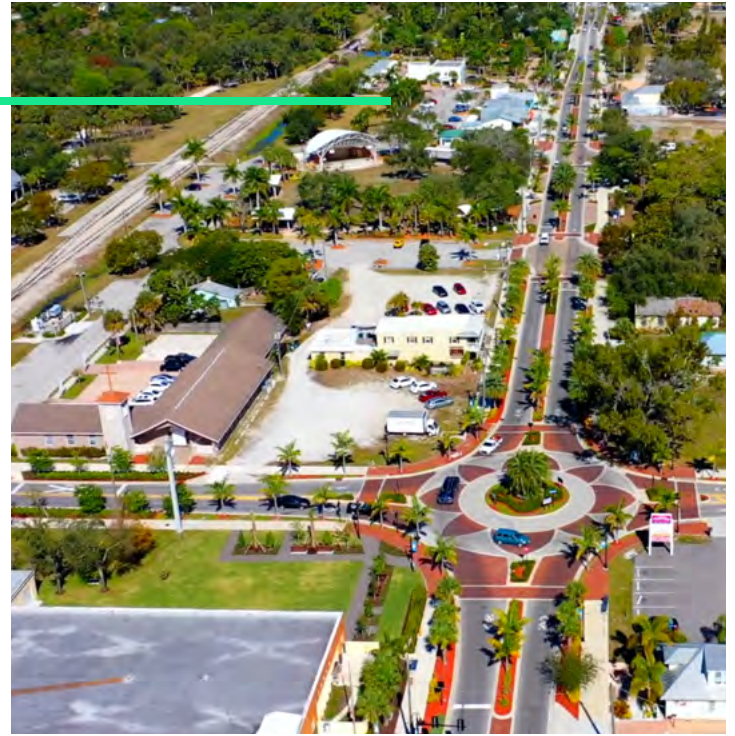
| SUCCESS FEE | TOTAL PROJECT COST TRANCHE |
|-------------|----------------------------|
| 3.50%       | \$0 - \$10 M               |
| 3.00%       | \$10 M - \$20 M            |
| 2.50%       | \$20 - \$30 M              |
| 2.00%       | \$30 M - \$50 M            |
| 1.50%       | \$50 - \$100 M             |
| 0.95%       | \$100 M or greater         |

The Developer shall pay the success fee within Thirty (30) days of execution of all purchase agreements between the City and the Developer. CBRE will specify the fee arrangement and payment terms in the RFP issued by CBRE on the City's behalf and stipulate that said fee is to be paid by the developer is a condition for consideration of the Developer's proposal to the City.

Following execution of the marketing process and evaluation of developer proposals, if the City or its stakeholders for any reason decide not to move forward with the project and do not execute the transaction documentation that would enable CBRE to be owed a commission by the developer, the City will pay to CBRE a "break-up" fee of \$350,000.

In the event that our Agreement or any particular engagement to provide the Services ends without a signed transaction, within 30 days of that ending, CBRE shall provide the City with a list of all parties with whom CBRE was engaged in active negotiations with respect to transactions for which fees could be earned under this Agreement. CBRE shall also provide the City with written evidence of such negotiations. If within one year after such expiration or termination date, the City enters into any agreement of sale, lease, sublease or other written agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. Upon the expiration of the one year period, CBRE may present to the City for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. The City shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of our Agreement.

# Proven track record



## City of Bonita Springs, FL

Development Advisory, Highest & Best Use Studies, RFP Development and Marketing

### CHALLENGE

CBRE represents the City of Bonita Springs, FL in the solicitation of development partners for the redevelopment of 6 acres of riverfront property in downtown. While Bonita Springs is known for its world-class beaches, one of the City's hidden gems is its historic downtown. The downtown is lined with quaint shops, the meandering Imperial River, Old 41 Road and vibrant "old Florida" aesthetics. The collection of these attributes offers a unique sense of place and a charming location that draws a bustling crowd. CBRE has provided planning and feasibility services to the City to determine potential values, uses, and a marketing strategy to achieve the City's goals, which include:

- Accomplish a development that is the gateway to downtown and cornerstone of Old 41 Road
- Create a riverfront focus on the Site by incorporating public interaction with this dynamic space
- Integrate retail, cafes, attractions, and points of interest along Old 41 Road as well as along the Imperial River
- Contain a mix of residential housing including apartments and town homes
- Embrace the history of the Site and integrate references to the historic railroad, Tamiami Trail, and Imperial River at this location



Imperial Crossing Offering Memorandum

### SOLUTION

After significant consultation with the City and its stakeholders, CBRE developed customized marketing materials including drone videography, a website, brochures, and an RFP reflecting the City's aesthetic and vision for the site. CBRE's Property Marketing specialists worked with the City to rebrand the project which had previously been known as the "Bamboo parcel," to Imperial Crossing, demonstrating our ability to customize our offering materials to the community, its heritage and our client's goals.

### RESULTS

The RFP was released in mid-January with proposals due in mid-April 2020. The offering has attracted significant interest with over 75 potential bidders downloading the project documents. CBRE delivered multiple competitive offers to the City. City Council selected the winning bidder and the project closed in April 2022.



# The City of Hollywood, FL

## Development Advisory Services

### CHALLENGE

The City of Hollywood was seeking advice and representation in the assessment and optimization of several high priority properties. Like many municipalities, the City owns several assets that are either vacant, not performing at their highest and best use, or suffering from deferred maintenance. CBRE was engaged to advise the City on its strategy for several properties and make recommendations for improvements while generating revenue for City use..

### SOLUTION

The City had already received an unsolicited proposal to redevelop the valuable Hollywood Beach Culture and Community Center (HBCCC) site– CBRE worked with the City under the Florida P3 statute to manage a more defined process that would enable the City to maximize the value of the site by refining its needs for a future center building and redevelop the site to its highest and best use by including public amenities and a boardwalk. CBRE developed a customized marketing campaign with this project design in mind, requesting proposals from the development community that provided a new venue for community use as well as commercial uses on site, and the pedestrian space and boardwalk desired.

### RESULTS

CBRE’s process delivered 7 additional highly competitive proposals in accordance with the guidelines / requirements of Florida’s P3 Statute and with exciting and dynamic plans and mixed uses. CBRE’s Project Management practice has been engaged to review technical aspects of the proposals and ensure maximum value and feasibility. CBRE’s Financial Consulting team further supported the review of all offers to provide the City with a clear basis of comparison.

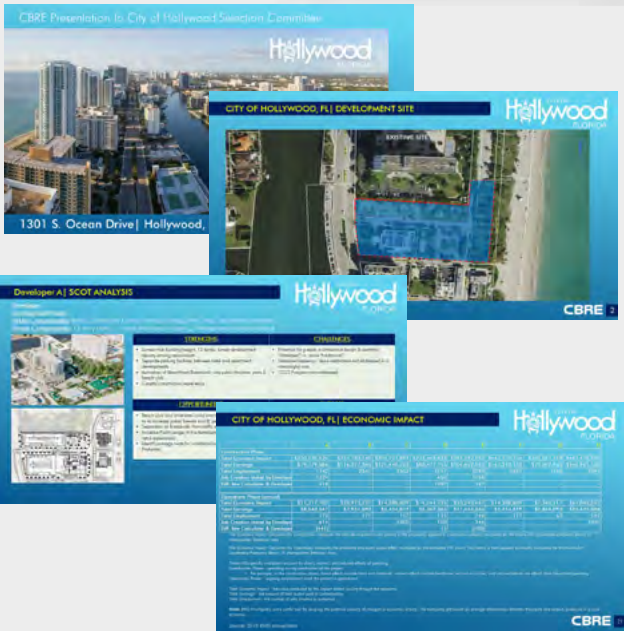
The City ultimately voted unanimously to select a final proposed offer from the Related Group. The final project will provide the City with lease payments of over \$830 million, new culture and community center, boardwalk extension, restaurants, public parking and improvements to Harry Berry Park. These improvements are all developer-funded and at no cost to the City. As a result of the public process led by CBRE, the City captured over \$10M (NPV) in improved deal terms from the original unsolicited offer.



Offering Documents



Proposal Analysis



# The City of Hollywood, FL

Development Advisory Services

## CHALLENGE

The City of Hollywood owns the 250 acre Orangebrook Golf & Country Club, a historic 36-hole championship golf course located in the heart of the city. Originally built as an 18-hole facility in 1933, a second 18 holes were added in 1959. Voters approved the renovation of the property and allocated \$25M for the effort in the 2019 GO (General Obligation) Bond.

The City received an unsolicited proposal to renovate and redevelop portions of the golf course and following the success of the HBCCC process, engaged CBRE to represent it in a competitive process under Florida State Statute 255.065.

## SOLUTION

CBRE engaged members of our in-house specialty practice in Golf Courses and Resorts, and partnered with a national organization of 3,500 members representing every facet of the golf industry: public and private golf facilities; golf course architects; developers and builders; companies offering specialized services to the golf industry; national, regional, state, and local golf associations; instructors; schools, and individuals.

CBRE prepared customized materials and engaged with leading organizations in the golf industry to deliver six competitive proposals for the City's consideration. The team has provided robust, industry specific review of the proposals and supported the City through a first round review and shortlisting process.

## RESULTS

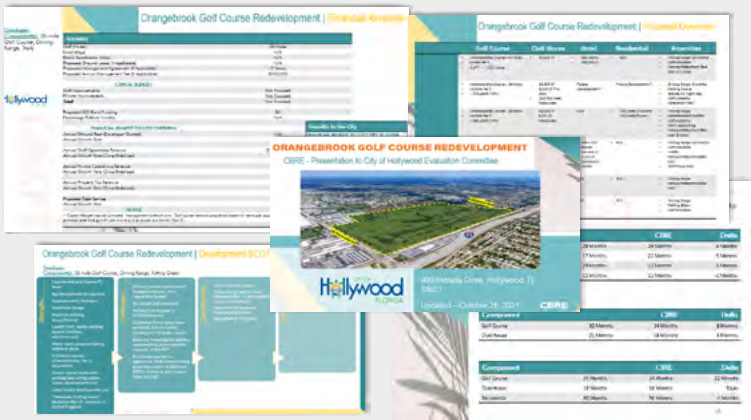
Following robust public comment and developer presentations and participation with support of CBRE, the City Commission voted to rank the team of GCF Development and PPG Development as the top bidder for the project. CBRE will now support the City to finalize the land lease and development agreement with the group.



Offering Documents



Proposal Analysis





# City of Pompano Beach, FL

Development Advisory, P3 Structuring, Marketing, Negotiation

## CHALLENGE

The City of Pompano Beach, FL, and its Community Redevelopment Agency (CRA) have embarked on an ambitious plan to establish a more robust downtown area to stimulate economic development, enhance the area’s competitiveness, and create a sense of place and identity for the City. The City and CRA have strategically designed a land assemblage of over 121 parcels totaling ± 75 acres, invested in drainage and site infrastructure, and are working on modifications to the traffic patterns in the area to improve safety and pedestrian access. The City and CRA sought CBRE’s support in engaging appropriate development partners to deliver effective mixed uses on the properties, including a new City Hall facility, transit-oriented development, and retail and multifamily services.

## SOLUTIONS

CBRE has worked consultatively with the City and CRA to capture citizen feedback and desires for growth in the area, preparing a comprehensive developer solicitation and incorporating the significant amount of pre-development work the City has already completed. CBRE launched a global marketing campaign encompassing all 75 acres with highly customized marketing materials, including an Invitation to Negotiate, a property website, drone video, and media outreach.



## RESULTS

The offering received significant market interest, and CBRE was proud to deliver multiple competitive offers for the City’s consideration. In October 2023, CBRE presented a side-by-side comparison of the developer proposals and was proud to achieve a 5-1 approval vote from City Commission to move forward with negotiations with the highest ranked offeror. The \$1.5B winning proposal will deliver 2,294 multifamily units, 815,000 SF of office space, 225,000 SF of commercial/retail space, a 150-room hotel, a 250,000 SF new or renovated community center, a 150,000 SF City Hall, over 8 acres of open space, and over 6,000 parking spots.

# City of Delray Beach, FL

## Development Advisory Services

### CHALLENGE

The City of Delray Beach owns and operates the Delray Beach Golf Club, a regulation 18-hole par 72 course open to the general public. Designed by the legendary Donald Ross, the course has amenities including a driving range, putting green, chipping green, full-service pro shop, locker rooms, and restaurant and lounge.

The course has received industry acclaim in the past but was in need of upgrades and renovations estimated at more than \$10M to maintain the course and enhance the visitor experience. The City was seeking a solution in which a developer partner would provide the upgrades and renovations at limited or no cost to the City.

To accomplish this goal the City decided to concurrently offer approximately six acres of currently under-utilized land adjacent to the golf course for mixed use commercial development to provide a revenue stream for the developer to offset the upgrade and renovation costs.

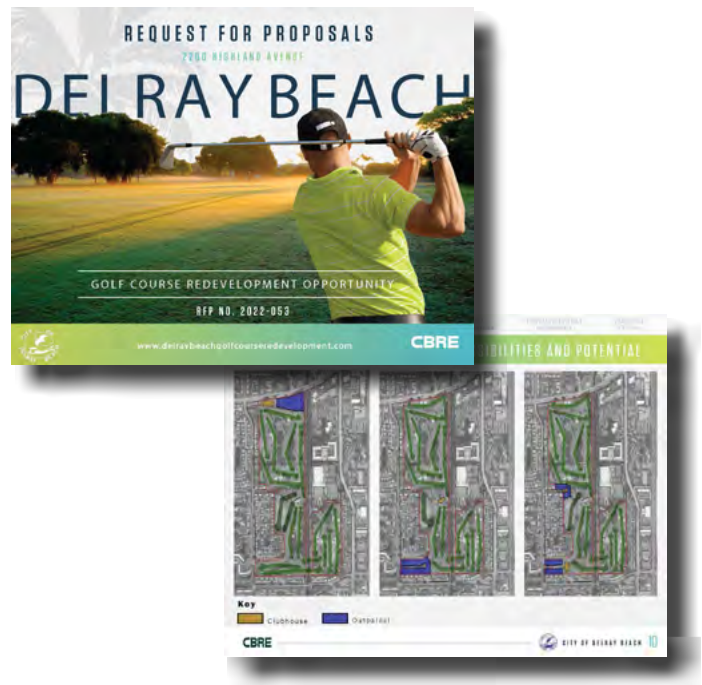
### SOLUTIONS

CBRE engaged members of our in-house specialty practices in Golf Courses and Resorts and Multifamily Development and partnered with a national organization of 3,500 members representing every facet of the golf industry. Our goal was to find a developer with a creative, robust, and exciting vision and plan for the future of the golf course while delivering a residential element that generated enough revenue to offset the cost of the upgrades.

CBRE prepared customized materials and engaged with leading organizations in the golf industry to deliver six competitive proposals for the City's consideration. The team has provided robust, industry specific review of the proposals and supported the City through a first round review and shortlisting process.

### RESULTS

The six firms have provided oral presentations to City Commission and submitted updated and improved deal terms following CBRE's analysis. CBRE provided significant public support, presenting to City Commission, engaging developers in a robust question and answer period, and being a full partner to City staff in the process.



# Downtown Investment Authority, Jacksonville

Disposition, Development Advisory, P3 Structuring,  
Marketing, Negotiation, Economic Development

## CHALLENGE

CBRE was selected to advise and represent the Downtown Investment Authority (DIA) in Jacksonville, FL in the redevelopment of several owned waterfront land parcels and a submerged parcel representing a marina opportunity. The City of Jacksonville is seeking increased activation of the urban core through thoughtful design, higher density and implementation of mixed and complimentary uses that will serve to draw new residents, workers and visitors into downtown.

## SOLUTION

CBRE undertook significant consultation and due diligence with the DIA including opining on viability of desired and most beneficial uses, financial expectations for the project, transaction structures, and process. The team also completed massing plans during the Phase I due diligence process to determine various highest and best use scenarios.

The team incorporated several key considerations into the RFP documents such as:

- Design, build and finance project delivery method
- Multifamily and retail elements as required, with the option for office, marina, and hospitality uses
- Opportunities for residents and visitors alike to interact with the water through waterfront retail, cafes, marinas, parks, walkways, attractions or points of interest
- Maximize the site in a way that would be consistent with its position along the skyline

In addition, CBRE's Property Marketing specialists worked with the DIA to rebrand the project which had previously been known as the "old Courthouse site." The team rebranded the project The Ford on Bay, drawing inspiration from the area's history as a former river crossing used by Native Americans. This effort demonstrates how we customize our offering materials to the community, its heritage and our client's goals.



## RESULTS

CBRE's marketing process generated six highly competitive offers which include apartments, retail space, restaurants, artwork and hotels, including a Reverb by Hard Rock. Additional amenities proposed include entertainment and open spaces, public art, roof decks, pedestrian plazas, and a parking garage. The proposals were required to demonstrate how the projects will meet the City's vision of increased activation on 2.4 acres of the urban core through design, increased density and a mix of uses that will draw people downtown. The proposers made presentations to DIA on January 5, 2022 and the DIA Review Committee Board voted unanimously to select Atlanta-based developer Carter to build The Hardwick at The Ford on Bay, a \$140 million mixed-use apartment project. The project will include:

- A 300-foot-tall residential tower and 75-foot-tall residential pedestal with 332 apartments
- A rooftop pool and amenity deck
- 25,000 SF of retail space
- Two restaurants, one on the riverfront
- A 550-space parking garage with 125 retail spaces
- \$2.5 million in public open space
- Eco-buffers including a tree canopy and green roofs, garden courtyard and waterfront park to protect the building from storm surge increased by sea-level rise.



# City of Miami, FL

Development Advisory, P3 Structuring, Marketing, Negotiation, Disposition

## CHALLENGE

CBRE has represented the City of Miami in the mixed-use redevelopment of the Miami Riverside Center. The existing facility is too small, outdated, and inefficient, and is in a waterfront location that is much better suited for private development. Parking is inadequate and the site poses a challenge for residents to access. Since 2015, CBRE has worked with the City to define its requirements for a new facility, approach the market with a formal RFP process, evaluate technical responses and financial proposals, negotiate with developers, and represent it at City Commission meetings.

## SOLUTIONS

CBRE marketed the opportunity to over 5,000 targeted brokers, investors, and developers, giving the deal nationwide visibility and interest from the investment and developer community.

CBRE has performed financial analysis tasks to evaluate the various cash flow and net present value terms in developer bids, present all options to the City and its stakeholders in comparable terms, and facilitate the selection of the most advantageous offer to the City.

CBRE evaluated over a 100 city owned sites for location placement, constraints, ingress, egress, to help inform final site selection

CBRE has been the City's full partner throughout a complex, high profile, and very public stakeholder management process, e.g. Waterfront Advisory Board, Miami River Commission, etc.

BEFORE



AFTER



|                     |                           |                 |
|---------------------|---------------------------|-----------------|
| <b>\$1B+</b>        | <b>\$3.6M</b>             | <b>MULTIPLE</b> |
| total project value | annual rent paid to owner | mixed uses      |

## RESULTS

The successful offeror's proposal calls for three to four towers on the former City site, with a mix of residential, office, retail, and hotel uses, and embraces the site's river frontage with wide views of the water and a large and accessible public Riverwalk component. The developer will deliver a state-of-the-art 375,000 SF headquarters and parking garage to the City, pay \$3.6M in annual escalating rent plus 2% of proceeds from condo sales on the site, and has committed to 10% workforce housing on the site.

CBRE has incorporated changes into the project's financial models, and supported the City's real estate department in developer negotiations and presentations to City Commission. The site ultimately selected for the new headquarters is ideal for the new administrative building. It is adjacent to the current site and near mass transit, while maintaining the downtown location and remaining one-step removed from traffic in Miami's Central Business District. The project was approved by City Commission and a voter referendum (passing with 64% of the vote) and is proceeding as planned.

# North County Transit District, CA

Development Advisory, Marketing, Negotiation, Execution

## CHALLENGE

The North County Transit District (NCTD) provides bus, train, and hybrid rail services in North San Diego County. CBRE was engaged to provide a broad suite of real estate services including identifying and activating sources of revenue in the portfolio. NCTD's Oceanside Transit Center is located less than one-quarter mile from the Pacific Ocean and one-half mile from the Oceanside Pier. The site is comprised of 19 contiguous parcels of land with an estimated building capacity of over 650,000 square feet and includes transit operations and NCTD's administrative headquarters. The site was identified as a redevelopment opportunity to increase ridership, improve NCTD's headquarters facility, and deliver higher density, mixed and complementary uses that will serve to draw new residents and visitors, as well as expand transit ridership and the workforce in downtown Oceanside.

## SOLUTION

CBRE and our partners have provided a highest and best use study of the property, massing studies and density projections, and significant developer engagement to market the opportunity in advance of the release of a formal RFP to developers. CBRE prepared and launched a comprehensive marketing campaign to attract financially competitive proposals that also meet NCTD's operational objectives. The highly custom materials include videos, photography, brochures, a website, and detailed Request for Proposals (RFP).

## RESULTS

CBRE's marketing efforts attracted international attention and delivered multiple competitive proposals offering significant value to NCTD including a revised street grid, build to suit headquarters facilities, and multiple mixed uses including parking. The team collaborated closely with NCTD to refine the available offers, create a competitive environment for the project, and negotiate the best terms for the District. The \$400M project was approved in late 2020 and will include:

- 648 multifamily units
- 18% affordable units
- 44,000 SF office space for NCTD Headquarters
- 141 hotel rooms
- 732 parking spots
- 12 bus bays

The project was so successful that NCTD has engaged CBRE to represent it on additional sites in Carlsbad and Escondido. The team has prepared formal highest and best use studies, market analysis, and massing studies to demonstrate the value and density available on the sites. The additional sites entered the market in April, 2022 and received multiple offers which are under review.



# Your team



**LEE ANN KORST**

Senior Vice President  
Southeast Regional Manager  
CBRE Public Institutions &  
Education Solutions



**JIM GRAY**

Managing Director  
CBRE Orlando



**ROBERT MCEWAN**

Senior Vice President  
CBRE Land Services/Hotels,  
Orlando



**MICHAEL MCEWAN**

Senior Associate  
CBRE Land Services/Hotels,  
Orlando



**ROSS HUBER**

Financial Consulting Director  
CBRE Financial Consulting Group



**TESS FLEMING**

Transaction Manager  
CBRE Public Institutions &  
Education Solutions



**MICHAEL MCSHEA**

Executive Vice President &  
National Lead  
CBRE Public Institutions &  
Education Solutions



**FLORIDA'S LEADING  
DEVELOPMENT  
ADVISORY TEAM**

**+ 150 YEARS  
COMBINED EXPERIENCE**

**+ \$3B  
IN RECENT DEVELOPMENT PROJECTS  
BROKERED**



# Team Bios

## LEE ANN KORST

Southeast Regional Manager  
CBRE Public Institutions  
and Education Solutions  
+1 850 251 9319  
leeann.korst@cbre.com



### RECENT LAND DEVELOPMENT CLIENTS:

- City of Hollywood, Hollywood Beach Cultural & Community Center
- City of Hollywood, Orangebrook Golf & Country Club
- City of Miami, Miami Riverside Center
- City of Miami Gardens, mixed assortment of parcels for commercial and residential development
- Johnson & Wales University Campus redevelopment sale, North Miami
- Downtown Investment Authority of Jacksonville, The Ford on Bay
- Duval County Public Schools, Administrative Headquarters relocation

### PROFESSIONAL EXPERIENCE

Lee Ann Korst is Senior Vice President within the Public Institutions & Education Solutions (PIES) team and is responsible for the Southeast region government practice. She currently manages contracts for the States of Florida, Tennessee and South Carolina, and Cities of Miami, Miami Beach, Hollywood, Jacksonville, Fort Myers, and Broward County, among others.

Ms. Korst has managed the State of Florida account since 2011 by providing strategic advisory services and representing the State as both tenant and owner. She led the CBRE team responsible for publishing the State's Real Estate Optimization Plan that identified between \$70-100M in annual saving and has managed the disposition of a variety of State-owned property, achieving 30.4% above the minimum bid price for the properties as well as more than 1 million square feet of tenant representation assignments. Ms. Korst has also led several Public-Private Partnerships, including high profile marina redevelopments, build-to-suit City administrative headquarters, and long term ground lease developments.

Ms. Korst has extensive government experience serving in high level positions at two Departments with the State of Florida. She served as the Director of Real Estate and Deputy Secretary at the Department of Management Services which included oversight and management of 7.9 MSF in the Florida Facilities Pool as well as 10 MSF of private sector leasing. Ms. Korst then served as the Deputy Executive Director, Department of Highway Safety and Motor Vehicles, with responsibility for direct management and oversight of the Division of Driver Licensing, Division of Motor Vehicles, Customer Service Center and Cabinet Affairs. She also served the Department of Highway Safety and Motor Vehicles as the Chief of Staff, a role that included overseeing administrative functions of that 4,500-employee state agency and \$280M budget.

### CREDENTIALS

- TOBY Winner (over 1,000,000 SF category)
- TOBY Judge (250,000- 499,000 SF category)
- TOBY Winner (250,000 – 499,000 SF category)
- Equity Office Properties Building of the Year
- TOBY (The Office Building of the Year) Winner (100,000 – 249,000 SF)
- International Tenant Handbook of the Year Award

### EDUCATION

- Master of Business Administration, Oglethorpe University
- Bachelor of Science in Management and Quantitative Methods, Illinois State University
- Harvard University - Strategic Negotiations: Deal Making for the Long Term

### SPEAKING ENGAGEMENTS

- Guest speaker at Florida P3 conference

# JIM GRAY

Managing Director  
CBRE Orlando  
+1 407 404 5050  
jim.gray@cbre.com



## PROFESSIONAL EXPERIENCE

Jim Gray is the Managing Director at CBRE's Orlando office. He oversees all operations and provides strategic support on business development to grow the firm's operations and market share in the Central Florida region. He plays an integral role in leveraging CBRE's comprehensive platform to provide service excellence to clients and forge new business relationships.

Mr. Gray has been active in the region's commercial real estate industry for more than thirty years. Throughout his career, he has developed an extensive network within Florida's real estate, banking and business community. Prior to joining CBRE in May 2018, Mr. Gray served as President of GrayPointe Capital (GPC), a commercial real estate investment and advisory firm headquartered in Orlando. Before forming GPC, he spent 12 years with Parkway Properties, a publicly traded REIT that specializes in the ownership and operation of high-quality office buildings throughout nine Sun Belt states. As Director of National Accounts, Mr. Gray was responsible for maintaining positive relationships with Parkway's largest tenants across multiple markets.

Mr. Gray joined the Parkway Properties team through the acquisition of Eola Capital, a privately held real estate investment and operating company based in Orlando. While at Eola, he coordinated activities with private investors, including raising and managing three equity funds totaling \$40 million for specific real estate acquisitions, and was responsible for office leasing in Orlando. Prior to this, Mr. Gray spent 17 years with First Union/Wachovia Bank managing their real estate, wealth management and commercial lending efforts in Central Florida.

In 2012, Mr. Gray was elected to the Orlando City Commission and continues to represent District 1 in southeastern Orlando.

Mr. Gray is a veteran of the U.S. Air Force.

## EDUCATION

- B.A. in Finance from the University of Houston

# ROBERT MCEWAN

Senior Vice President  
CBRE Land Services/Hotels  
+1 407 427 9860  
robert.mcewan@cbre.com



## SAMPLE CLIENTS:

- Orange County
- Pulte Homes
- U.S. Homes
- CNL Corporation
- FLAG Development Corporation
- Hilton Timeshare Corporation
- Cambridge Capital Corporation
- Lockheed Martin
- The Conservation Fund
- Anheuser-Busch
- NationsBank
- GCB Associates
- Symonds Family Trust
- Marriott Ownership Resorts
- Hilton Ownership Resorts
- RANI International
- Federal Deposit Insurance Corp.
- Hillman Company
- WCB Properties

## PROFESSIONAL EXPERIENCE

Mr. McEwan has been in the commercial real estate industry in Orlando since 1974 as a lender, developer, broker and appraiser. In 1989, Mr. McEwan joined CBRE as a land and hotel development specialist. Since that time, he has been involved in over \$1 Billion of land sales, equity and debt transactions.

Prior to joining CBRE, Mr. McEwan spent 12 years in the commercial mortgage lending field and two years as a real estate developer and appraiser. As Senior Vice President/ Mortgage Lending for Firststate Financial Group, Mr. McEwan oversaw all mortgage lending operations in Central Florida. As President of Cypress Mortgage Corporation, Mr. McEwan was directly responsible for commercial mortgage lending and operations throughout the State of Florida. Mr. McEwan is responsible for over 60% of all land sales in the Orlando Tourist market and has dominated that market over the last 10 years.

## CREDENTIALS

- Urban Land Institute
- Leadership Orlando – Charter Member
- Greater Orlando Area Chamber of Commerce
- Economic Development Council
- 2019 CBRE Top 5 Land Broker in the U.S.
- 2019 CBRE #1 Land Broker Florida
- 2018 CBRE Top 5 Land Broker in the U.S.
- 2018 CBRE #1 Land Broker Florida
- 2018 NAIOP Central Florida Land Broker of the Year
- 2018 NAIOP Central Florida Land Broker of the Year
- 2017 CBRE #1 Land Broker Florida

## EDUCATION

- Bachelor of Science Degree in Finance and Banking – University of Central Florida, 1970.
- Graduate Degree from the School for Executive Development at the University of Georgia, 1974.

## SIGNIFICANT ASSIGNMENTS

- 42 Acres | 1,500-Room Hotel Site | \$52,000,000
- 800-Room | Hotel Site | \$9,000,000
- 11 Acres | 450-Room Hotel/Retail Site | \$15,000,000
- 42 Acres | Hotel, Retail Development | \$32,200,000
- 50 Acres | Hotel, Timeshare, Retail | \$8,750,000
- 6,400 Acres | Residential - Mixed Use | \$15,500,000
- 1,710 Acres | Residential - Mixed Use | \$6,300,000
- 450 Acres | Residential - Mixed Use | \$12,100,000

# MICHAEL MCEWAN

Senior Associate  
CBRE Land Services/Hotels  
+1 407 427 6340  
michael.mcewan@cbre.com



## PROFESSIONAL EXPERIENCE

Michael McEwan is a Senior Associate with CBRE who specializes in Land Services. Prior to joining CBRE, Michael spent one year working for McEwan Companies LLC, an Orlando based company focused on underwriting ground up developments for single-family residential, multi-family, hotels, and agricultural land investments.

Michael received his B.S. in Finance from Florida State University with a focus in Real Estate and Economics.

After college, Michael lived in Hawaii for four years where he worked in Hospitality & Education before returning to Orlando.

## CREDENTIALS

- Urban Land Institute (ULI)
- International Council of Shopping Centers (ICSC)
- National Association of Industrial and Office Properties (NAIOP)
- Florida State University Real Estate Society
- Florida Real Estate Associate Licensee

## EDUCATION

- Bachelor of Science, Finance; Minor in Real Estate and Economics – Florida State University
- Advanced Professional Certificate in Special Education – Leeward Community College

# MICHAEL MCSHEA

Exec. Vice President & Co-Founder  
CBRE Public Institutions  
and Education Solutions  
+1 202 669 2580  
michael.mcshea@cbre.com



## RECENT LAND DEVELOPMENT PROJECTS:

- City of Hollywood, Hollywood Beach Cultural & Community Center
- City of Hollywood, Orangebrook Golf & Country Club
- City of Miami, Miami Riverside Center
- City of Miami Gardens, mixed assortment of parcels for commercial and residential development
- Johnson & Wales University Campus redevelopment sale, North Miami
- Downtown Investment Authority of Jacksonville, The Ford on Bay
- Duval County Public Schools, Administrative Headquarters relocation
- Transit oriented redevelopment, 10 acres, Oceanside, CA
- Redevelopment project, 200 acres, San Diego, CA

## PROFESSIONAL EXPERIENCE

Michael B. McShea, Executive Vice President, is a co-leader of CBRE's state and local government practice. Mr. McShea provides strategic planning, development advisory, brokerage and other associated real estate services to government entities and education institutions nationwide.

Mr. McShea is a long time collaborator with Lee Ann Korst and together they have advised municipalities throughout Florida and the Southeast on the optimization of their real estate portfolios and real estate transactions. As an example, Mr. McShea and Ms. Korst are current collaborators on a \$1B redevelopment project for the City of Miami, led the State of South Carolina through an asset inventory and portfolio optimization leading to the disposition of over \$59M in surplus property, and represent the State of Florida as a strategic partner.

Nationally, Mr. McShea has provided development advisory services for the North County Transit District, College of William & Mary, Alexandria City Public School System, National Institutes of Health, John Hopkins Applied Research Laboratory and the University of Cincinnati. He has advised the cities of Indianapolis, IN, Mobile, AL, Ann Arbor, MI and Miami, FL on economic development initiatives and public private partnerships.

Mr. McShea has developed strategic plans for various government entities including, most recently, the Commonwealth of Puerto Rico, States of Florida and South Carolina, and the Cities of Fort Myers, FL, Oakland, CA and Mobile, Alabama.

## ACHIEVEMENTS

- United States Conference of Mayors Outstanding Achievement in Public Private Partnership, City of Tulsa, City Hall Acquisition
- National Association of State Facility Administrators Outstanding Achievement Award, Portfolio Management with the State of Michigan

## EDUCATION

- Bachelor of Science, Business and Management, University of Maryland

## INDUSTRY RECOGNITION & SCHOLARSHIP

Mr. McShea has been a guest lecturer on various topics involving corporate, municipal and educational real estate including the National Association of College & University Business Officers (NACUBO), National Association of State Facility Administrators (NASFA), American Institute of Architects, California Association for Local Economic Development, American Association of Port Authorities, the Construction Manager Association of America and the Keenan Flagler Business School at the University of North Carolina Chapel Hill. He is also a recent speaker at federally focused P3 conferences and Florida-specific P3 events.



# ROSS HUBER

Director  
Financial Consulting Group  
+1 312 935 1437  
ross.huber@cbre.com



## RECENT LAND DEVELOPMENT PROJECTS:

- City of Hollywood, Hollywood Beach Cultural & Community Center
- City of Hollywood, Orangebrook Golf & Country Club
- City of Miami, Miami Riverside Center
- City of Miami Gardens, mixed assortment of parcels for commercial and residential development
- Johnson & Wales University Campus redevelopment sale, North Miami
- Downtown Investment Authority of Jacksonville, The Ford on Bay
- Duval County Public Schools, Administrative Headquarters relocation
- Transit oriented redevelopment, 10 acres, Oceanside, CA
- Redevelopment project, 200 acres, San Diego, CA

## PROFESSIONAL EXPERIENCE

Currently a member of CBRE's Financial Consulting Group, Mr. Huber joined the firm in January of 2006. In his role as a director, Mr. Huber provides financial and analytical consulting to corporations, financial institutions, REIT's and real estate advisory companies.

He is a regular collaborator with Lee Ann Korst and other members of CBRE's Public Institutions & Education Solutions team to advise municipal and government clients on the financial implications and elements of real estate transactions and projects including for the Cities of Miami, Miami Beach, Hollywood, and Miami Gardens.

The Financial Consulting Group is a team comprised of over twenty professionals throughout the country. The group leverages the proven experience and local market knowledge of more than 14,000 real estate professionals worldwide to provide custom analyses, which empower clients to make the most informed real estate decisions.

## PROFESSIONAL EXPERIENCE

- Licensed Real Estate Salesperson, State of Illinois
- Chartered Financial Analyst

## EDUCATION

- University of Wisconsin – Madison; B.S. in Economics

# TESS FLEMING

Transaction Manager  
CBRE Public Institutions & Education  
Solutions  
T: 904.633.2607  
tess.fleming@cbre.com



## PROFESSIONAL EXPERIENCE

Tess Fleming joined CBRE in May 2015 and leads public sector marketing efforts for CBRE's Public Institutions and Education Solutions group (PIES) in the Southeast. Tess is responsible for creating client proposals, presentations, and offering memorandums for public sector clients. Tess has created marketing materials for properties owned by marquee clients including the Cities of Miami, Miami Gardens, Ft. Lauderdale, Hollywood, Bonita Springs, Cape Coral, and Mobile, among others. In addition, she manages CBRE's sales process for disposition of surplus property on behalf of the State of Florida's Department of Environmental Protection. The team has sold over \$44M in surplus property to date. Tess brings more than 15 years of real estate experience and 25 years of account management and administrative support.

## EDUCATION

- Florida Real Estate License
- Associate of Arts, Florida State College of Jacksonville
- BAS, Supervision and Management, Florida State College of Jacksonville

## RECENT LAND DEVELOPMENT PROJECTS:

- City of Hollywood, Hollywood Beach Cultural & Community Center
- City of Hollywood, Orangebrook Golf & Country Club
- City of Miami, Miami Riverside Center
- City of Miami Gardens, mixed assortment of parcels for commercial and residential development
- Johnson & Wales University Campus redevelopment sale, North Miami
- Downtown Investment Authority of Jacksonville, The Ford on Bay
- Duval County Public Schools, Administrative Headquarters relocation

# Thank you.

**CBRE**

**Lee Ann  
Korst**

Senior Vice President & Southeast  
Regional Manager

+1 850 251 9319

[leeann.korst@cbre.com](mailto:leeann.korst@cbre.com)

**Jim  
Gray**

Managing Director, CBRE Orlando

+1 407 341-2551

[jim.gray@cbre.com](mailto:jim.gray@cbre.com)

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January 9, 2025

GAI Project No. R210133.02

Mr. David Rodriguez  
Economic Development Director  
City of Kissimmee, Florida  
101 Church Street  
Kissimmee, Florida 34741

### **Proposal (Purchase Order): City of Kissimmee Developer Proposal Review Services**

Dear Mr. Rodriguez

GAI's Community Solutions Group (CSG) appreciates the opportunity to work with the City of Kissimmee (City) as it explores its options in responding to the two development concepts described in unsolicited proposals in the ToHo Square area and the airport area.

The City is asking CSG to function in a discrete due diligence capacity, providing limited feedback on a variety of issues arising from the explicit content of the proposals, potential implications of that content, and likely points of further inquiry, discovery, or deliberations. In effect, the tasks or efforts described are highly focused and intentionally limited. The paragraphs and sections below describe our revised approach to supporting City staff in its own review of these proposals.

It is expected that we will complete this purchase order under the general terms and conditions of the RFQ 2021-001 Continuing Services for Professional Planning Consultant Agreement between the City of Kissimmee (City) and GAI Consultants, Inc. on July 6, 2021, and renewed on July 6, 2024.

### **Understanding of the Situation**

CSG is aware that the City has received unsolicited proposals for property(ies) or parcel(s) owned or controlled by the City in ToHo Square and adjacent to the Kissimmee Gateway Airport. As we understand the general concepts of these unsolicited proposals, they focus on hospitality uses. In the case of ToHo Square, the proposal generally indicates a total of 180 rooms in two hotels. The Airport proposal identifies another hotel, parking areas, and various support facilities, all shown in Attachment "B". While the arrangements and final offers for the two proposals are not fully settled, the City anticipates some public-private venture. To some degree, the terms of that venture are defined in the proposals.

GAI Consultants, Inc.  
618 East South Street  
Suite 700  
Orlando, Florida 32801

T 407.423.8398  
gaiconsultants.com

The City has asked CSG to review the proposals submitted, identifying any major issues or limitations associated with the materials and documentation provided, comment on the implications of materials already submitted, and identify gaps, needed additional information, or other issues which, in the opinion of CSG as the reviewers, should be settled prior to concluding any final agreement.

Given the anticipated timetable, limited nature of the work, and other issues, the outcome of the effort is expected to be completed in about eight (8) weeks from a kickoff meeting with the City with oral briefings occurring in 2-3 week's time. Any details of the effort would be conveyed more formally in a technical memorandum at the conclusion of the work.

The concluding memorandum will be advisory and should be construed as only the minimal foundation of a final agreement between the City and the parties submitting the unsolicited proposals. While it may support such a purpose, it absolutely should not be construed as a memorandum of understanding or other similar document or agreement that would likely emerge between or among the parties as they negotiate.

Any further assistance beyond that described will be considered additional services.

## Scope of Work

The work outlined contemplates these four major steps for each of the two unsolicited proposals.

- An initial scan of the information provided in each proposal.
- A detailed evaluation and review of the same in the context of limited research or analysis conducted by CSG, as described further.
- Identification of needs or issues to be resolved or addressed.
- Counsel and guidance provided to staff informally and through a concluding memorandum that would address both proposals.

While CSG believes the work and procedures described here are necessary to advance the two unsolicited proposals, aspects and priorities may change, resulting in necessary adjustments, determined by CSG, regarding the subjects and details addressed. To the extent it is agreed that certain flexibility might be required, specific efforts or work such as the following:

- Review major elements of proposals prior to the initial meeting.
- Conduct an initial meeting with the City to confirm its intended objectives, interests, and concerns, if any, with the various proposals as submitted. *Required* participants at this meeting would be selected staff and representatives of the airport. *Potential* participants might include the developer who might want to explain the details of the proposal and answer questions suggested by the initial scan of proposals.
- Coordinate with other city-retained professionals or staff regarding issues associated with either proposal.
- Conduct or host an additional two meetings with the City. The second meeting would be to address at a very preliminary level the information

gathered and reviewed in the first 2-3 week period of discovery. The third meeting would occur at the conclusion of the larger work effort and amplify any additional findings contained in the memorandum to be delivered at that time.

- Assemble limited secondary data for comparable hotels in the region, including general occupancy rates of lodging properties within a defined competitive area, typical room rates, and valuations of such properties. This work should not be construed as anything more broadly than described.
- Estimate the ad valorem to be realized by the City in a typical year under a series of assumptions for purposes of understanding the potential financial impacts of each proposal. Similarly, estimate tourist tax collections [County 6%] that might be made available to the City to accomplish certain aspects of the proposals with County cooperation. This work should not be construed as anything more broadly than described.
- Confirm, with City assistance, the basic timeline needed to review approval procedures and estimate a potential period of construction and finalization of the ventures.
- Review the proposals in greater detail and the information submitted, particularly the offers or terms outlined in the context of the financial offer proposed, the market context, and other receipts that could be made available to the City recapping the potential terms of any transactions being offered, the sums, conditions, and arrangements that might be induced or considered.
  - Summarize basic considerations of the typical FAA lease or disposition process that might be relevant to the unsolicited proposal sited at the Airport, addressing procedures, lease rates, terms, other provisions, and general valuation or financial limitations of such transactions. This should not be construed as anything broader than a basic summary.
  - Compare or contrast those terms with parcels or holdings controlled by the City or the Community Redevelopment Agency, including procedures, lease rates, terms, other provisions, and general valuation or financial limitations of such transactions. This should not be construed as anything broader than a basic summary.
  - Comment on or evaluate the financial or logistical impacts of phasing and other developer requirements and/or contingencies for each proposal.
  - Comment on the typical methods available to structure a public-private initiative that will satisfy the objectives, interests, and responsibilities of the respective parties. Compare or contrast that with the conditions outlined in the unsolicited proposals.
  - Comment on the appropriateness of the ownership or management structure particular to either proposal that might arise from the development itself or the location specified.

- Explore basic strategies for incentives that might arise from the nature of the properties treated together or separately.
- Comment on general specifications, preliminary development budget, and preliminary cost estimates to judge the level of quality and intended design features as they are described in the submissions.
- Summarize key advantages and disadvantages, outlining key issues or questions for continuing discussions or negotiations.
- Outline advantages/ disadvantages/issues stemming from leasehold interests vs fee simple transactions.
- Identify alternative strategies or processes, if necessary, to achieve the City's goals and objectives, especially as they may relate to committable financial resources and enhance or constrain alternate development schemes.
- Comment on experience and ownership or implementation structure as articulated in the submissions. Any further review of qualifications, experience, or financial capability will remain the responsibility of the City.
- Comment on the overall business deal with the City based on the considerations referenced above.
- Discuss terms of withdrawal or termination of discussions
- Outline key issues or questions for continuing discussions or negotiations.

***Deliverable(s):*** *The primary deliverables are conversations or meetings and a technical memorandum addressing the issues outlined and their implications for longer-term planning. The budget includes up to three meetings with staff about direction, the submission document(s,) their adequacy for decision-making, and other issues or concerns outlined. It does not include the provision of any support material nor a formal presentation.*

## Limitations

Both the City and CSG understand the intention is to review and summarize data provided and offer preliminary guidance or insight but *not* resolve or further investigate issues that may be identified. To the degree there are issues or needs, the City anticipates these will be managed and addressed through its regular legal, development review, or related administrative and legislative processes.

CSG's work does not include *verification or confirmation* of 1) reported experience or claimed development history nor 2) any comment or evaluation of creditworthiness or financial capacity. The former will be addressed only to the extent that information may be ascertained from the submission itself or available online or similar secondary sources. In any case, this aspect of the review does not substitute for the City's own review and evaluation of this experience. As to the creditworthiness or financial capacity of the proposer, should there be online references to prior financial history or activity of the proposer discovered in the course of other efforts, that information would be shared with the City. Any criteria, reviews, or standards associated with the creditworthiness or financial

capacity to be satisfied are the responsibility of the City, although we may have input on such information or its adequacy. This work does not include any further requests for information or contact with the proposer or presentations.

### Schedule

CSG will begin work upon receipt of a Purchase Order from the City. CSG will endeavor to complete its Scope of Services and deliver the final project deliverable within eight weeks from the kickoff meeting.

### Compensation

Compensation for services rendered by CSG will be a lump sum based on the rates agreed to and incorporated herein as Attachment "A". CSG's services under this Proposal cost \$30,000, including reimbursable expenses. Any items outside of what is described in Task 1 will be considered additional services.

For the purpose of this proposal, planned and budgeted meetings, as noted, include phone calls, virtual meetings, or other events, as well as personal meetings.

Sincerely,  
**Community Solutions Group,  
a GAI Consultants  
Service Group**

**Claudia Ray** Digitally signed by  
Claudia Ray  
Date: 2025.01.09  
17:44:15 -05'00'

Claudia Ray

Senior Project Planner

REQUESTED AND AUTHORIZED BY:  
**City Kissimmee, Florida**

**BY:**

**PRINTED  
NAME:**

**TITLE:**

**DATE:**



## Attachment A: CSG 2024-2025 Rates Table

### 2024 -2025 GAI Community Solutions Rate Schedule

Professionals include all Community Solutions Group (CSG) Economists, Planners, Designers, and Landscape Architects, and Engineers. Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2026. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

| Labor Classification          | Invoice Rate |
|-------------------------------|--------------|
| Expert Witness                | \$375.00     |
| CSG Senior Director 3         | \$360.00     |
| CSG Senior Director 2         | \$325.00     |
| CSG Senior Director 1         | \$305.00     |
| CSG Director 2                | \$275.00     |
| CSG Director 1                | \$240.00     |
| CSG Senior Manager 2          | \$220.00     |
| CSG Senior Manager 1          | \$200.00     |
| CSG Manager                   | \$180.00     |
| CSG Assistant Manager         | \$170.00     |
| CSG Senior Professional 2     | \$160.00     |
| CSG Senior Professional 1     | \$150.00     |
| CSG Professional 2            | \$140.00     |
| CSG Professional 1            | \$130.00     |
| CSG Senior Project Technician | \$120.00     |
| CSG Project Technician 2      | \$115.00     |
| CSG Project Technician 1      | \$105.00     |
| CSG Technician 1              | \$85.00      |



# Kissimmee Place Development

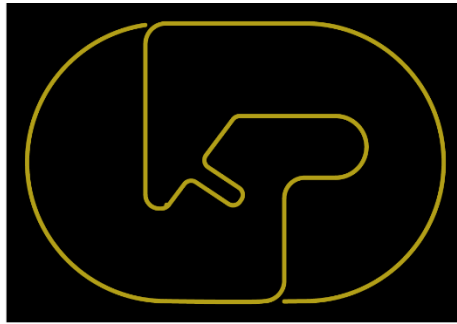
INVESTMENT PROSPECTUS & BUSINESS PLAN

KISSIMMEE PLACE DEVELOPMENT GROUP, INC.

12/2/24







Kissimmee Place Development Group

Cover Letter:

Attention: David Bailey  
BFI and Consulting  
5306 Crane Hill Court  
Saint Cloud, FL 3411

Subject: Hotel Development Projects in Kissimmee, Florida.

Dear Mr. Bailey

The Kissimmee Place Development Group, Inc. (KPDG) is delighted to present the attached prospectus for the development of two (2), KPDG fostered projects to be developed within a Public Private Partnership with the City of Kissimmee, Florida. This premier development will be strategically located in the heart of the Osceola County, one of the fastest growing Counties in Florida.

The Proposed Projects will consist of the following profit centers:

- 1) A 122-room Hyatt Studios Hotel at Kissimmee Gateway Airport
- 2) A Kissimmee Place Hotel and Conference Center featuring:
  - a. A 160-room Hyatt Place hotel with 5,000 sf of conference space
  - b. An additional 140-room expansion to the Hyatt Place Hotel with 25,000 SF of conference space

Our proposal outlines a comprehensive review of the market conditions, the development team, anticipated Kissimmee government support, business model and financing package requests. This proposal should also be read with the attachments as shown on the next page in the Table of Contents. We are asking for an investment of **\$114,775,964.79** for Project Construction with a Contingency applied of 10% as well as Administrative and Pre-Operation dollars for all phases of the development combined. We stand ready to answer any questions or concerns you may have and look forward to working with you on this exciting development.

Joe Crane, Managing Partner

Juan R. Lopez, Managing Partner

Santiago M. Fernandez, Managing Partner

# 1. Project Background

## a. Overview of Needs Assessment and Project Rationale

The City of Kissimmee, like most cities in Florida, has gone through periods of growth and prosperity interspersed with periods of economic instability. The opening of Disney World in the 1970s brought exponential growth to the City. In one decade alone, the City grew by 118%. That growth, however, was followed by a decline that hit the downtown and the Vine Street corridor was particularly hard economically. The economic challenges faced by Downtown Kissimmee over the past several decades were answered with the creation of the Kissimmee CRA in 1992.

The City Commission of the City of Kissimmee, Florida, had determined that it's Downtown District was an area in need of redevelopment. The City found the necessity to organize a Community Redevelopment Agency (CRA) within a specifically, bounded area in and around the downtown district. This area is outlined and shown in green in Figure 1 below.

The CRA masterplan was realigned in 2012 and is focused on the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of Kissimmee. Furthermore, and Pursuant to Florida Statute 163.357, the City Commission of the City of Kissimmee had declared itself to be the Community Redevelopment Agency board.

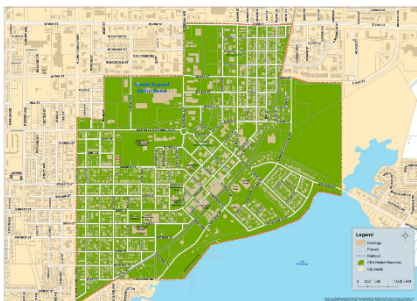


Figure 1- Map showing CRA Boundary and proximity to the Lake "Toho" Waterfront

A comprehensive market survey from the HVS Market Study written in 2018 is an attachment to this Plan as noted in the Attachments section of the Table of Contents. The Market Area Analysis section of the HVS Report, detailing demographics, major market attractions, and business markets, can be found on pages 22-41. The Supply and Demand Analysis section of the HVS Report, which describes lodging demands and local market forces in Kissimmee, is located on pages 45-68. Below is a brief overview of the highlights and updated data from the 2018 report.

In June of 2024, assisted by Miami Appraisal Solutions (MAS), KPDG performed a market appraisal analysis (provided in addition) for the two properties that are further described in this proposal as the intended Hyatt Hotel Project Sites. One site is at KGA and the other at Toho Square. Three projects were proposed for this MAS analysis, A 100-room Hotel at KGA, a 120-room Hotel at Toho Square and a 60-unit Apartment House. The study showed an aggregate IRR for the three projects proposed as 12.3% in year 10. KPDG then enlisted the hotel management group, Resolute Road, to assist in analyzing the Market absorption potential of the venture.

The Trailing 12-month occupancies in the Kissimmee East are 61.7% which is 10.6 % lower than the Greater Orlando market average at 72.3% for the same period. New construction is limited to a 160-room hotel project representing a change in the current submarket trend upwards in respect to the 10-year market contraction experienced since 2014. The primary sources of lodging in the East Kissimmee Market are low-rent hotel and motel offerings along US 192 Irlo Bronson Highway (a few examples shown below). The night Stay pricing of these hotels is \$ 50 to \$60 per night.

Figure 2- Images of Best Offering lodging in the Eastern Kissimmee Market 2024 along Irlo Bronson Highway- US 192



Ambassador Inn 2-star offering (\$58/Night)



Quality Inn 2-Star Offering (\$58/Night)



Home 1 Suites 2-Star offering (\$58/Night)



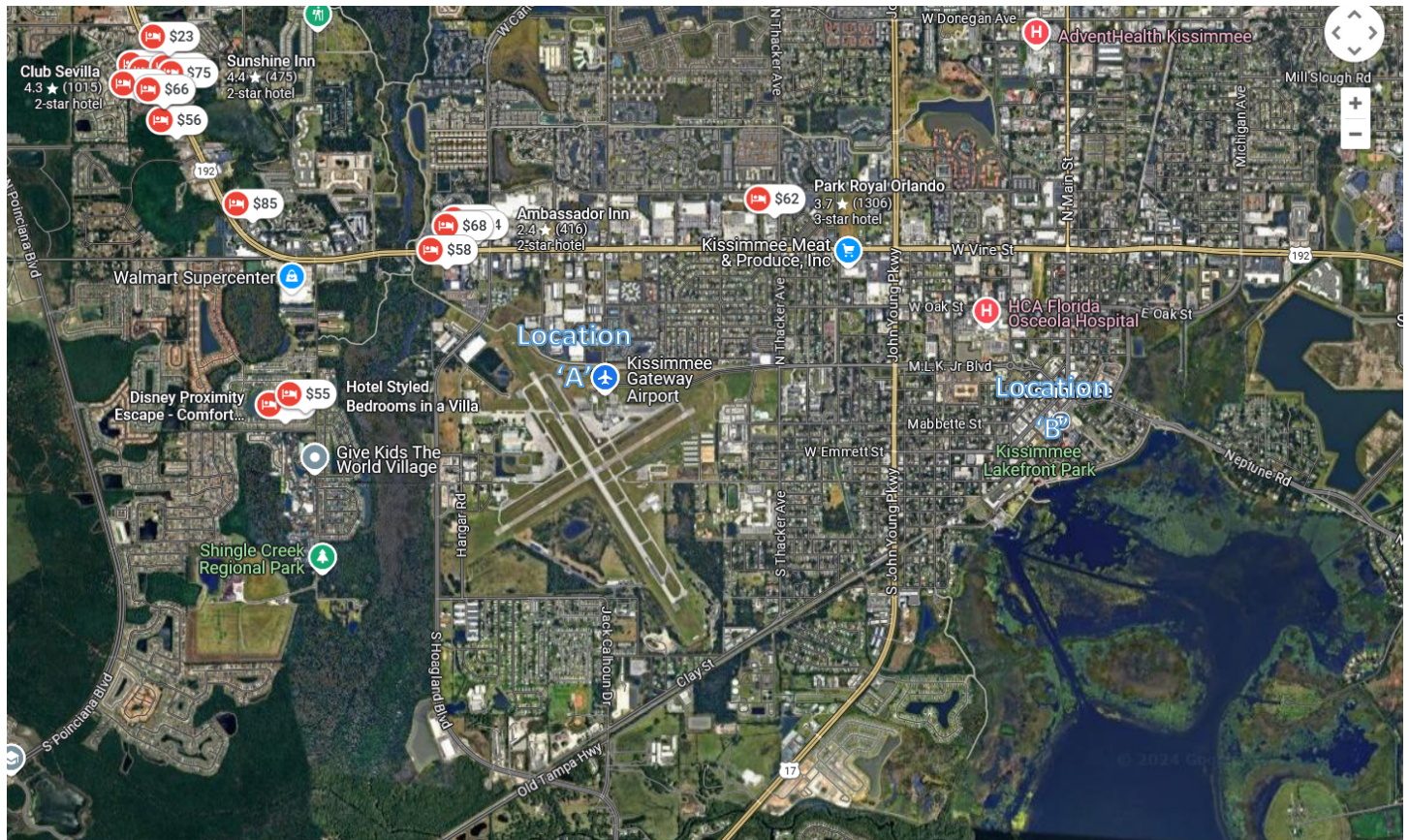


Figure 3- Map Showing the KPDG Proposed KGA and Lake 'Toho' (Kissimmee Lakefront Park) Sites within the East Kissimmee Hotel Market

#### KEY INDICATORS

| Class                    | Rooms         | 12 Mo Occ    | 12 Mo ADR       | 12 Mo RevPAR   | 12 Mo Delivered | Under Construction |
|--------------------------|---------------|--------------|-----------------|----------------|-----------------|--------------------|
| Luxury & Upper Upscale   | 2,240         |              |                 |                | 0               | 160                |
| Upscale & Upper Midscale | 3,893         | 64.9%        | \$110.49        | \$71.70        | 128             | 0                  |
| Midscale & Economy       | 5,894         | 56.5%        | \$64.70         | \$36.55        | 0               | 0                  |
| <b>Total</b>             | <b>12,027</b> | <b>61.7%</b> | <b>\$116.02</b> | <b>\$71.64</b> | <b>128</b>      | <b>160</b>         |

| Average Trend    | Current  | 3 Mo     | YTD      | 12 Mo    | Historical Average | Forecast Average |
|------------------|----------|----------|----------|----------|--------------------|------------------|
| Occupancy        | 73.9%    | 68.6%    | 68.6%    | 61.7%    | 57.8%              | 66.0%            |
| Occupancy Change | -1.9%    | -3.1%    | -3.1%    | -7.4%    | -1.8%              | 1.6%             |
| ADR              | \$125.73 | \$122.25 | \$122.25 | \$116.02 | \$98.10            | \$137.70         |
| ADR Change       | -4.2%    | -1.1%    | -1.1%    | 2.9%     | 5.5%               | 4.9%             |
| RevPAR           | \$92.92  | \$83.87  | \$83.87  | \$71.64  | \$56.69            | \$90.92          |
| RevPAR Change    | -6.0%    | -4.1%    | -4.1%    | -4.7%    | 3.6%               | 6.5%             |

Figure 4- Chart showing Key Performance Indicators in the 2023- 2024 12-month period.

The most recent study performed by Resolute Road on behalf of Kissimmee Place Development Group, Inc. (KPDG), analyzed the ability for the Greater Kissimmee market to absorb a 122-room Hyatt Studios Hotel and a 200- room Hyatt Place along with conference space. This study was performed with information obtained from the Smith Travel Research (STR) Reports for of the aggregate hotel portfolio (shown above) in the Greater Kissimmee Market acquired on 9/27/2024. The 5-year outlook Showed a positive cashflow in year 1 of operation. This report is provided in its entirety along with this Business Plan.

The Kissimmee West Submarket is characterized by larger resort Hotels focus on Leisure Travel and directly related to the Themed Park Tourism in the Central Florida Market. The Kissimmee East submarket information shows an average of 138 rooms per building versus the larger 271 rooms per building offered in the West submarket. The national standard is 90 rooms per building.

| Hyatt Studios Kissimmee                    | 122        | Hyatt Place Kissimmee                      | 200        |
|--------------------------------------------|------------|--------------------------------------------|------------|
| STR Comp Set                               | Rooms      | STR Comp Set                               | Rooms      |
| Staybridge Suites Orlando Royale Parc      | 224        | Hilton Garden Inn Lake Buena Vista/Orlando | 137        |
| Comfort Suites Maingate East               | 198        | Hyatt Place Orlando / Lake Buena Vista     | 169        |
| SpringHill Suites Orlando Lake Buena Vista | 150        | Hampton Inn Kissimmee North                | 128        |
| Trademark Collection by Wyndham Magic      | 150        | SpringHill Suites Orlando Lake Buena Vista | 150        |
| Extended Stay America Orlando -            | 122        | Holiday Inn Express & Suites South Lake    | 162        |
|                                            |            | Fairfield Inn & Suites Orlando Kissimmee   | 150        |
| <b>Total</b>                               | <b>844</b> | <b>Total</b>                               | <b>896</b> |

Figure 5- Greater Kissimmee Market Comparable set of Hotels for New Hyatt Hotels absorption Study.

### City and County Participation

The City of Kissimmee fully supports our development initiative. Before our involvement, the City invested in a downtown parking garage and commissioned a 2018 market study for a hotel and apartment complex on the Tho Square Site at Pleasant Street. Key officials, including former Mayor Jose Alvarez, City Manager Michael Steigerwald, KGA Airport Director Shaun Germolus, and Economic Development Director David Rodriguez, are actively collaborating with our team. We have formed the KPDG entity with the specific intention of entering into this Public Private Partnership (P3) with the City of Kissimmee pursuant to State Statute 255.065 that allows for the transaction.

County participation will determine the ultimate scale of the Public Project that is built at the Toho Square Property in that the County is capable of funding 70% of public space with the Tourist Development Tax Dollar (TDT). The Phase II Hyatt Place is anticipated to be performed in two Phases; Phase IIa that houses 160 rooms and 5,000 sf of conference space and Phase IIb that houses 140 additional rooms and an additional 25,000sf of conference space. The final program is reliant on public participation in the form of grants and subsidies. Meetings with county officials indicate that a need for public conference space is an ideal amenity that is needed in the Downtown area.

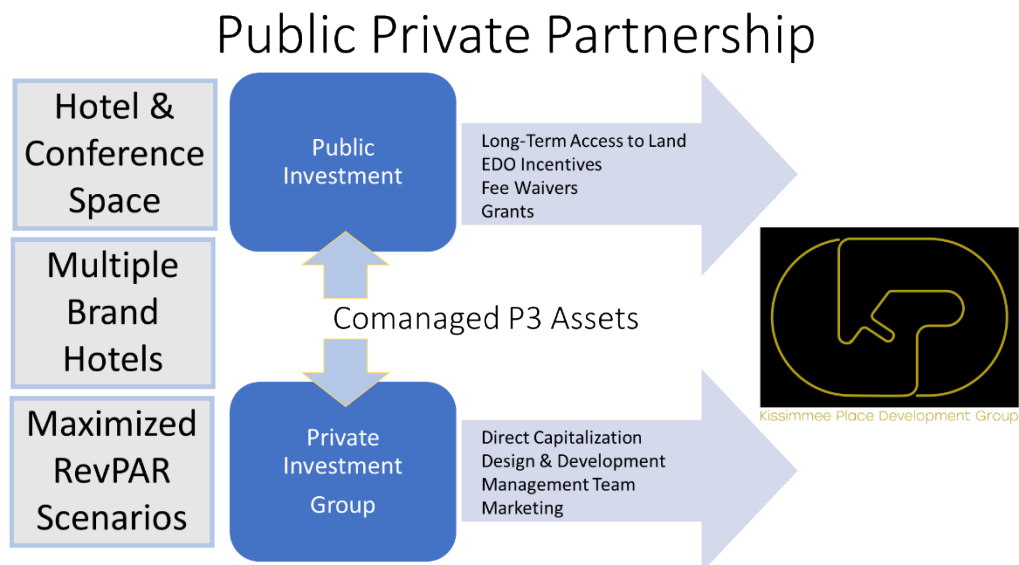


Figure 6- Proposed intent of the KPDG Public Private Partnership

This Prospectus presents a comprehensive vision for the development of 422 rooms total, proposed as a 122-room Hyatt Studios Hotel at Kissimmee Gateway Airport and a 300-room Kissimmee Place Hotel and Conference Center in Downtown Kissimmee overlooking Lake Tohopekaliga (Toho) Waterfront District. The Kissimmee Place Development Group, Inc. (KPDG) was established solely for the purpose of entering into this Public Private Partnership (P3) agreement with the City of Kissimmee to successfully execute the outcome of these projects. KPDG has submitted an unsolicited proposal with the City that when awarded will allow KPDG all rights to Design, Build Finance Operate and Manage the venture.



## The Specific Need

The Kissimmee Downtown area is lacking a major hotel brand. Although the '192' corridor is dotted with motels, available at sub-market potential rates of an average of \$50- \$60 dollars a night, there is no true quality offering in the central business district (CBD) nor CRA area. The City of Kissimmee's Downtown District, when analyzed strategically, is positioned 20-25 minutes from Disney, 8-10 minutes from Neo City (which recently received \$300M in semiconductor funding), has direct access to Sunrail and Amtrak, hosts seven international flight schools, hosts 3 Major National fishing tournaments annually, and has been the fastest-growing county in Central Florida since 2009.

The downtown Kissimmee hotel presents an excellent opportunity for an economical lodging solution for families visiting the Orlando area, being just 25 minutes away from Disney World Orlando. This proximity offers a convenient and cost-effective option for budget-conscious travelers seeking to experience the magic of Disney without the high accommodation costs often associated with staying on Disney property. Additionally, the airport hotel will be only 20 minutes from Disney, providing a similar economical advantage for visitors flying in.

KPDG has identified, from analysis and from community interviews, the need for 422 mid-to-upper-scale hotel rooms, as well as the need for 30,000 sf of conference space from interviews within the community and has verified the financial feasibility based on conservative proforma metrics. KPDG has received signed Letters of Intent from Hyatt Hotels Development Group for two hotels. KPDG has identified these two hotels as Phase I, The 122-room Hyatt Studios we will offer at KGA (KGA) and Phase II, the 300-room Hyatt Place Hotel and 30,000 sf Conference Center. Agreements are being finalized, with a formal groundbreaking for Phase I, Hyatt Studios Hotel anticipated to be announced for January 14, 2025. The Phase II, Hyatt Place Hotel and Conference Center is anticipated to break Ground in mid-April of 2025. The project locations are identified in the key map above as location A and Location T.

## The Solution: Two Comanaged Hotel Sites in Downtown Kissimmee

The City will lease 8.5 acres in the Northern Development Zone of KGA to the KPDG venture. The Hyatt Studios Hotel will occupy the westernmost 2 acres, valued as entrance equity in the KPDG venture. Similarly, 1.5 acres at Toho Square along Pleasant Street in Downtown Kissimmee will be leased. Both leases are for forty-nine years with three ten-year extensions, totaling seventy-nine years.



Figure 7- Proposed Sites showing Phase I & Phase II Locations

## KPDG Hyatt Studios Hotel Patron Demographics

The Hyatt Studios Kissimmee Gateway Hotel will cater to the Aeronautical Community at KGA, including six Pilot Training Schools currently booking rooms outside Kissimmee. Interviews with Flight Simulation & Training Companies at KGA indicate that their facilities will double in size over the next five years, creating a demand for on-campus student housing. Airport tenants, interviewed from late 2023 to early 2024, expressed a need for airport accommodation to support their diverse training methods and student stay durations. These tenants also have corporate needs requiring travel to KGA for monthly operations, necessitating nightly and weekly accommodations.

The chart below summarizes the demand for room nights versus the available room nights KPDG will offer with its first development, The Hyatt Studios Hotel at KGA.

| Patronage        | Room Nights | % of Total | Duration |
|------------------|-------------|------------|----------|
| Business         | 6840        | 16%        | 3 Days   |
| Aerostar         | 12600       | 29%        | 7 Days   |
| Flight Academies | 6480        | 15%        | 9 Days   |
| Cirrus           | 5400        | 12%        | 30 Days  |
| Aviator College  | 9000        | 20%        | 90 Days  |
| Avianca College  | 3600        | 8%         | 90 Days  |
|                  | 43920       | 100%       |          |

Figure 8- Chart showing patronage by percentage to duration of stay at KGA.

We expect 60% of airport hotel patrons to stay 9 days or less for one-to-two-week flight training sessions. About 12% will stay up to 30 days for more intense training, while Aeronautical Colleges will require 90-day stays, making up 28% of annual patronage.

Tenant interviews highlight a need for safe, secure interim housing with extended stay amenities like in-room kitchens and laundry facilities.

### Simulation, Training, Flight Schools and MRO Facilities at KISM

The KGA Hyatt Studios Hotel meets the critical need for quality accommodation to support the seven flight schools and Cirrus Maintenance Facility. The airport also serves regular commercial flights with the ability to house pilots and crew regularly. Flight Schools and Pilot Training Programs will provide the additional patronage as follows:

- Aerostar, a prominent flight school, hosts 75 international students annually and 50 experienced pilots monthly for retraining. Currently, these students stay in rundown motels, and pilots lodge 40 minutes away in Orlando. The new hotel will provide convenient and comfortable accommodation, improving the experience for both groups.
- Aviator College, and Avianca also drive demand for nearby lodging, with Aviator College hosting 70 students per semester for four-week periods, and Avianca running a three-week avionics program with 20 students at a time.
- Cirrus Aircraft, known for their parachute-equipped aircraft and annual sales of 400 planes, has a major facility at Kissimmee Airport for new pilot training, yearly certifications, and aircraft maintenance requiring several days of stay in Kissimmee.

KPDG has plans to build a 4-simulator Flight training Campus with supporting classroom areas and student accommodation. The global demand for pilot training will support the remaining patronage at the Hyatt Studios Hotel.

## Hyatt Studios LOI- Phase I



VIA EMAIL

September 4, 2024

Juan Lopez  
Santiago Fernandez  
Re: Proposed Hyatt Studios – Kissimmee, FL

Dear Mr. Lopez and Mr. Santiago,

Thank you for your interest in building a Hyatt Studios hotel to be located in Kissimmee, FL. Following a preliminary review of the market, it has been determined that the sites previously discussed for the development of a +/- 100 room Hyatt Studios hotel would be suitable. We feel that Hyatt Studios may be the would be a great opportunity for the Kissimmee Market. Additionally, due to site constraints, Hyatt will work with the team and their Hyatt Approved architect to modify the project to fit the site.

Although I support this project as a Hyatt Studios, formal approval is subject to the submission of a complete franchise application, feasibility study and our subsequent internal review and approval process. This letter is not intended to be binding upon the parties or construed as a contract or contain contractual obligations, but serves as a statement of our mutual understanding to enhance our brands together.

We look forward to exploring this exciting opportunity further with you and your partners.

Regards,

*Christina Wells*

Christy Wells

Regional Vice President, Real Estate and Development  
Hyatt Hotels Corporation  
150 N Riverside Plaza  
Chicago, IL 60606



HYATT FRANCHISING, LLC  
PRE-DEVELOPMENT  
ARCHITECTURAL & DESIGN CRITERIA  
PROTOTYPE DRAWINGS



Hyatt Studios Offering  
At Kissimmee Gateway Airport

Figure 9- Hyatt Studios Offering Letter of Intent to Franchise a Hyatt Studios at KGA



### KPDG Hyatt Place Hotel Patronage

The Hyatt Place Downtown Kissimmee promises to be an income generator in the Mainstreet Community. The 300-room mid-to-upper-scale hotel and supporting 30,000 square foot conference center are expected to bring patronage to Downtown Kissimmee that will ignite activity in local retail shops and restaurants. KPDG will be working closely with the Kissimmee Chamber to develop a restaurant and retail program for the Hotels that is uniquely Kissimmee. As a mission partner and part of our core IPD Team, the Kissimmee Stakeholders will have input early in the design of the Hotel, Conferences Center, Retail Environment and the multiple food and beverage options provided.

### Proposed 300-room Hyatt Place & Conference Center



*Figure 10- Aerial view of proposed development facing west toward downtown Kissimmee*

### The Investment Package

We are seeking investment support from an equity Joint Venture partner of 100% of project costs incorporating a grace period for the initial three years of construction. Throughout this grace period, we propose deferring regular interest payments, with both the grace-period interest and principal to be repaid upon the property's eventual sale at the end of the term. Notably, to accommodate projected shortfalls during years 3-4, essential for property stabilization, we anticipate the need for additional borrowing beyond base construction costs for pre-operational expenses during the anticipated 2-year stabilization period for a total of **\$114,775,964.79**.

We are in the process of negotiating Construction and Operational Subsidies with the City of Kissimmee and Osceola County. This incentivization will come from established funding sources such as the CRA Pioneer Fund from the City and the County Tourist Development Tax Dollars fund. We have negotiated key dollars with Hyatt at this time of \$660,000 dollars. We have itemized all Costs and anticipated Subsidies in the latest 422-Key Proforma (presented under separated cover).

### Anticipated Outcomes

The appraiser's analysis anticipates a two-year construction period for Phase I (Hyatt Studios) and three (3) years for the Hyatt Place Hotel and Conference Center, with a total Construction cost of \$102.48 million. After 10 years, the net operating income (NOI) is expected to exceed \$21.8 million, with an estimated resale value of \$225.2 million. The cumulative Net Present Value (NPV) is \$209.5 million unlevered, with an Internal Rate of Return (IRR) of 22.96%. This considers the P3 arrangement with the City of Kissimmee and the added value of city resources providing construction and operational subsidies, reducing upfront costs and offering tax abatement relief to boost NOI. The appraiser used conservative estimates for room rates, occupancy levels, and development costs. We expect a higher ROI but base our financials on a conservative model.

## b. Implementation, Execution, and Operational Capacity

### Planned methodology for implementation: Our Integrated Project Delivery (IPD) Team:

The KPDG Executive Leadership Team, delivering the Hyatt Hotels projects, includes a Construction Professional, a Planning & Design Professional, and a Community Outreach Professional, boasting a collective 70 years of experience in performing both public and private projects. Our Integrated Project Delivery (IPD) team includes in addition to our core partners, a certified appraiser, a leading architecture firm with over 50 hotel designs in the past year, and a real estate attorney versed in government procurement and hotel transactions. Resolute Road will manage the hotels and conference center under KPDG's contract. Detailed descriptions of the entire team are provided below.

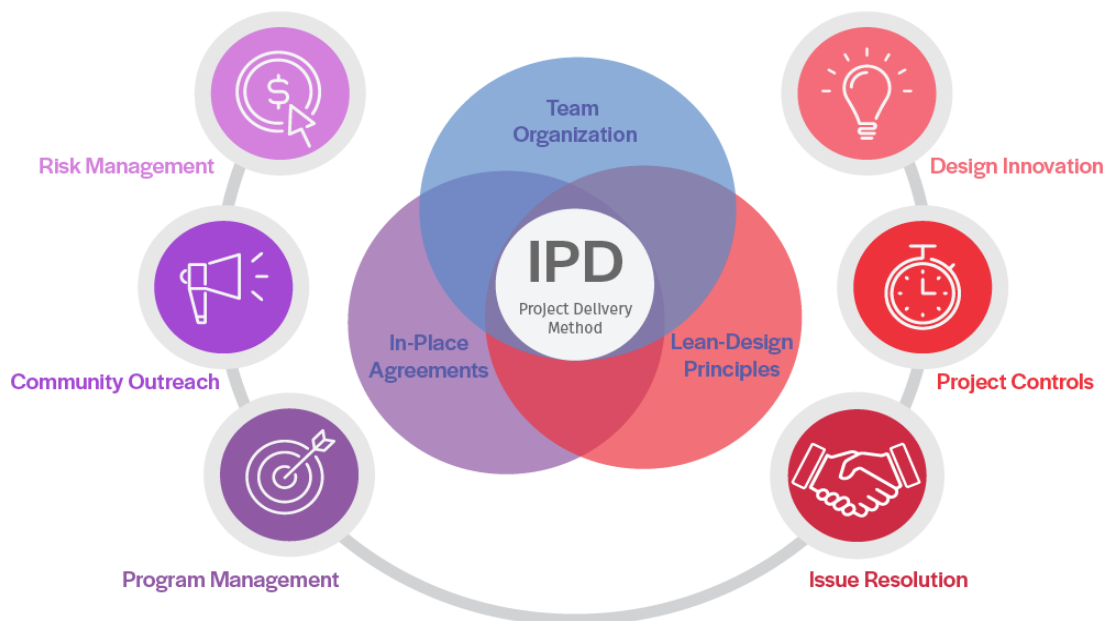


### Our IPD Approach

KPDG has assembled the IPD Team for seamless hotel delivery, expertly handling appraisal data, market studies, and securing essential support from Osceola County. This Prospectus is based on an extensive 2018 Hotel Market Study by HVS for the City of Kissimmee, a May 2024 appraisal by Miami Appraisal Solutions, and thorough research by our Development Team. Crane leads as Prime contractor, with Third Voyage Properties overseeing project milestones and payment applications. Juan Lopez handles communications and community outreach. Woolpert provides architectural and engineering services, while EcoStasis ensures environmental permitting. Melissa Montgomery, as in-house attorney, resolves internal agreements and on-site conflicts. Our experienced team foresees that this IPD approach will swiftly resolve on-site conflicts and complications to ensure the projects will remain on track.

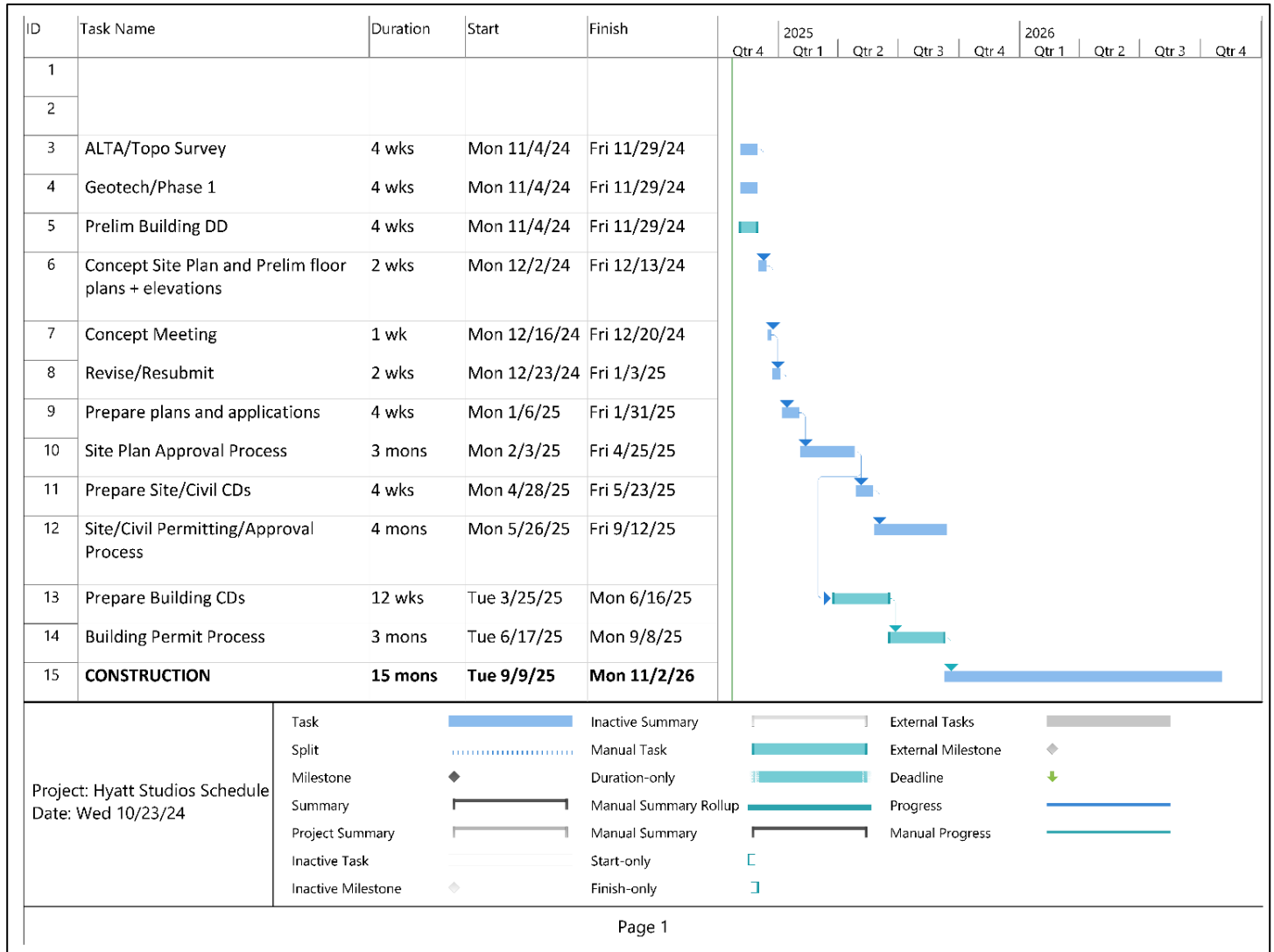
## Toho Square & Kissimmee Gateway Airport

### Program Execution



### Detail the execution timeline and milestones.

Hyatt Kissimmee Gateway Airport is anticipated to an official break-ground in January 2024. The necessary planning, design and engineering (PDE) is in progress. All major disciplines have been onboarded into the IPD Team that meets bi- weekly from November 3rd, 2024, until the project is delivered an occupancy achieved in 2026. Below is a detailed project schedule produced for our IPD Team tracking of the project. We are producing a master schedule including the 300-room Hyatt Place. Site Surveys have been conducted and Concept Site Plan (6) of the 122-room prototype Hyatt Studios Hotel is in progress.



We anticipate the Hyatt Studios project will be completed in the Fourth Quarter of 2026 allowing time for pre-operations to be established and the Hotel to be operational occupied and producing revenue in January 2027. As equity shareholders, we are committed to streamlining the design-build process using this IPD delivery method. In general, building materials will be owner supplied. All FF&E will be direct-to-the-owner supplied. This process will serve to lower costs, minimize lead times and accelerate construction schedules.

The City of Kissimmee as the public partner in this transaction is committed to assisting KDG in delivering these projects to their highest level of quality, on time and within budget. They have extended their development leadership to our team to ensure all the permits are in place from day 1 groundbreaking.

Crane and Associates and The Woolpert Team are experienced design-build experts on large complex public and private projects. The Woolpert Architecture & Engineering Hospitality Team has accomplished 300 hospitality brand hotels over the last decade (see attached profile).

Operational Capacity: including personnel and resources.

#### A 100% Dedicated Partnership

The Project Design Build Team is composed primarily of the three owners we will serve in oversight of the project through the planning, design, construction, pre-operations and operations phases of both Hotels and Conference center. Crane and Associates, Inc., led by one of KPDG Managing Partners, Joe Crane, will serve as the prime contractor and Owner Representative on all aspects of Construction. Santiago Fernandez, also a KPDG Managing partner is Program Manager and owner representative on all procurement of Professional Services and Supplies to the Projects. Juan Lopez, our Managing Partner is our corporate communications expert and will provide internal communication as human resource officer internally and public communications and outreach to the City, The County and the Greater Kissimmee Community.

#### Operational Management: Resolute Road Hospitality

KPDG has enlisted the services of Resolute Road Hospitality (RRH) to perform pre-operations services with the IPD Team. Resolute Road Hospitality is a national, full-service third-party hotel management company. Resolute Road is an award-winning team that has decades of experience managing hotels. We are an organization built around our most valued resource, people. With roots in hotel ownership, The Resolute Road team has managed hotels as 'owner-operators' for decades and in recent years have expanded into providing third party management since the year 2020.

Resolute Road Managed Hotels earn 18.5% more per room than other hotels in their sub-market. Resolute Road promises to manage the assets with integrity, transparency, open communication and above all, excellent performance. Resolute Road will benefit partially from our profits and pledges to act as your partner and keep our best interest at the center of everything we do. They will be engaged throughout the design to ensure operational efficiencies are in place from the onset. They will bring their years of promotion and management to bear.

The RRH executive team works closely with KPDG General managers and the Hyatt Hotel brands to create strategies, monitor performance, and promote continuous improvement to ensure seamless operations that create positive growth opportunities for everyone involved. RRH on property teams and corporate teams will work together to deliver thorough and timely financial reporting to owners. Reporting includes a detailed review of revenue and sales strategy, operating expenses and market positioning. RRH tried-and-true talent acquisition and leadership development programs are tailored to the needs of each market and property in operation. RRH will support Juan Lopez with HR Management. RRH will work closely with Hyatt Promotions and Experience Kissimmee to promote our hotel venues globally and within the Central Florida travel and tourism market.

#### Financial Plan

Attached in the appendix is an aggregate proforma for the 422 Hotel Keys in Downtown Kissimmee. The proforma is attached as an excel document under separate cover. Construction costs are broken down into HVS development matrix categories and submitted in the Excel Spreadsheet. An Excel Spreadsheet as a Project Summary with Detailed Costs and the necessary capital raise is also attached.

The Proposed Projects will consist of the following profit centers:

- 1) A 122-room Hyatt Studios Hotel at Kissimmee Gateway Airport
- 2) A Kissimmee Place Hotel and Conference Center featuring:
  - a. A 160-room Hyatt Place hotel with 5,000 sf of conference space
  - b. An additional 140-room expansion to the Hyatt Place Hotel with 25,000 SF of conference space

The total required capital is \$ **\$114,775,964.79** for Project Construction with a Contingency applied of 10% as well as Administrative and Pre-Operation dollars for all phases of the development combined.

#### c. Required Assessments

Our proposal is informed by what KPDG considers to be a comprehensive overview of the current market conditions, the development teams' capacity to deliver the intended product, the anticipated City of Kissimmee and Osceola County government support, Hyatt Hotel Franchise model information. The aggregate proforma showing construction cost in balance to projected revenues is based on KPDG incorporation of the information in total. This proposal should also be read along with the additional attachments provided in the appendix as noted in the Table of Contents and included as the following list:

## Feasibility studies

KPDG Kissimmee Hotels Aggregate Proforma  
KPDG Kissimmee Hotels Detailed Cost Breakdown by Project

## Market analyses

HVS Market Study- Toho Square Development  
MAS Appraisal Study- Toho Square and KGA Sites

## Legal and compliance certifications

KPDG Corporate Status  
KGA 8.5 Acres Dyer Thacker Property- Right of First Refusal

## Expert opinion letters as applicable

Letter of Interest Hyatt Studios  
Letter of Interest Hyatt Place

## 2. Project Description

### a. Goals

#### Mission:

To Design, Build, Finance, Operate and Manage P3 Public, Commercial and Infrastructure Projects within Public Private Partnerships between KPDG and The City of Kissimmee, a State of Florida Municipal Corporation.

#### Objectives:

**Establish** Public Private Partnership (P3) as contractual agreement with the City of Kissimmee for a 79-year period

**Design** 122-room Hyatt Studios and 300 room hotels

**Build** 422 room and 30, 000 SF of conference space

**Finance** 100% of the necessary project dollars with venture partner and minimal debt

**Operate** both hotels for the term of the contract, promote the facilities globally

**Manage** all assets related to the venture throughout multiple life cycles in an effective manner

### b. Target Beneficiaries and Geographic Focus

According to Visit Orlando, Central Florida's premier source of travel and tourism information (including Greater Kissimmee and Osceola County), 74 Million people Visit Orange, Osceola and Seminole Counties annually, the travel and tourism market employs 464,000 workers, generates \$92.5 Billion in economic impact, pays \$27 Billion in wages and provides \$6.6 Billion in revenue. The central Florida Travel and tourism market grew 5.6% between 2023 and 2024. These taxes serve to pay for Arts & Culture Programs, Local Education Programs, Public Safety and Infrastructure.

The **primary beneficiaries** are patrons, foreign and domestic, seeking reasonably priced options for mid to upper scale lodging in the East Kissimmee Area. Families and Organizations seeking Wedding and Event Options in the East Kissimmee Area will benefit as well.

The **secondary beneficiaries** are the citizens of Kissimmee who will benefit from a larger tax base, Tourist Development Tax dollars and outside dollars spent in their community at Restaurants and Retail Shops. Small Businesses will benefit from the travel and tourism both local and domestic brought into the community.

According to Visit Orlando, Central Florida's visitor spending jumped 5.4% in 2023, settling at \$58.5 billion from \$55.5 billion the previous year. This means that visitors spent more than \$160 million daily, reducing the annual tax burden by \$7,400 per



household in the Orlando region. Of the total visitor spending to the three counties in 2023, 85% was in Orange County, 12% in Osceola and 3% in Seminole County.

KPDG hopes to increase the baseline from travel and tourism spending in Osceola County and target a fractional percentage of what is currently 19.2 million dollars spent in Osceola County Daily from travel and tourism spending.

#### Demographic segment targeted (A Global Market)

In May 2025, Visit Orlando also announced that Central Florida welcomed 74 million visitors, reaffirming its status as the most visited destination in the U.S. Notably, international visitation surged by 25%, reaching 6 million visitors. Spending by international visitors grew by 29% in 2023, reaching \$5.4 billion and accounting for 9% of all spending.

(Source: <https://www.visitorlando.org/media/press-releases/>)

KPDG intends to work side-by-side Visit Kissimmee to increase visitation to Downtown Kissimmee and promote the 422-room venture as two Hyatt Hotels. The details of our intended activity are presented below.

#### c. Planned Activities and Key Indicators

##### Marketing and Sales Plan

As franchise members of the Hyatt Brand, our Kissimmee Hyatt Studios and Hyatt Place Hotels will be promoted through the World of Hyatt Program. This program features over 1,300 locations across 25+ distinctive brands, offering members rewards and new experiences. The Brand Explorer Award provides a free night at a Category 1-4 hotel for every five unique Hyatt brands visited.

##### Experience Kissimmee

Experience Kissimmee (EK), the official tourism authority for Osceola County, will promote our Kissimmee hotels as premier destinations for leisure, business, and sports travelers. EK's sales, marketing, and communications programs attract over 9 million overnight guests annually. Their goal is to position Kissimmee as the perfect balance of thrilling adventures and relaxing moments, enhancing its reputation as a top vacation spot.

EK's campaigns highlight Kissimmee's access to theme parks and outdoor experiences, offering visitors unique attractions like zip lining over alligators, shopping, and memorable dining experiences. With over 70,000 accommodation options, visitors can find their perfect stay. We will collaborate with over 900 local partners to promote the Kissimmee Gateway Airport Hyatt Studios and Kissimmee Place Hotel and Conference Center, showcasing everything Greater Kissimmee has to offer.

Weekly Marketing activities:

The KPDG Operations Team led by our Consultants at RRH will, qualified leads, store traffic, or appointments by way of the following list of planned activities:

- Media advertising (newspaper, magazine, television, radio)
- Direct mail
- Telephone solicitation
- Seminars or business conferences
- Joint advertising with other companies
- Word of mouth or fixed signage
- Digital marketing such as social media, email marketing, SEO, or blogging
- Provide limited free consultations such as weddings and special events preparation
- Sponsor local sports teams or other community events
- Give free informational talks at the business offices or for local businesses offering complementary services
- Work with local non-profits (such as an ad agency designing a local farmer's market's website for free)

Please visit Experience Kissimmee at <https://www.experiencekissimmee.com>

#### Define key performance indicators (KPIs) to measure progress

KPDG is a profit venture and will measure performance primarily based on revenue generation. Year on Year differences in keeping with CPI and like market trends will be measure from data collected in the Central Florida Market as expressed above with inputs from organizations like Visit Orlando and Experience Kissimmee. We will receive monitor information from Hospitality Sector Reports such as the Smith Travel Research (STR) monthly data. STR delivers data and analytics that are

confidential, accurate and actionable, and our comprehensive solution empowers KPDG to strategize and compete within the Greater Orlando/Kissimmee/Sanford MSA.

RRH as our Hospitality Consultant has performed a Five-Year Baseline Proforma Model metric expectation of the revenue for both a 122-room Hyatt Place and a 200-room Hyatt Place at a first-year entry into the Greater Kissimmee Market in Q4 of 2026. Changes Occupancy Rates, Average Daily Rates & ultimately, Revenue Per Average Room Rate (RevPAR) to this five (5) year Baseline Revenue Generation and Operational Cost Model as projected will serve as the Key performance indicators of our success. We will monitor progress monthly for shareholders and report our progress annually as a Fiscal Year report.

## Hyatt Studios Kissimmee 5-Year Proforma



|                                     | Year 1           |               | Year 2           |               | Year 3           |               | Year 4           |               | Year 5           |               |
|-------------------------------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|
| Occupancy                           | 69.7%            |               | 75.4%            |               | 80.4%            |               | 80.4%            |               | 80.4%            |               |
| ADR                                 | 107.64           |               | 117.39           |               | 124.94           |               | 128.69           |               | 132.55           |               |
| RevPAR                              | \$75.03          |               | \$88.51          |               | \$100.42         |               | \$103.43         |               | \$106.54         |               |
| <b>Operating Revenue</b>            |                  |               |                  |               |                  |               |                  |               |                  |               |
| Room                                | 3,341,094        | 97.5%         | 3,941,207        | 97.6%         | 4,484,022        | 97.7%         | 4,605,923        | 97.7%         | 4,744,101        | 97.7%         |
| F&B                                 | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          |
| Minor Operating Dept.               | 86,905           | 2.5%          | 96,349           | 2.4%          | 105,568          | 2.3%          | 107,912          | 2.3%          | 110,610          | 2.3%          |
| <b>Total Dept Revenue</b>           | <b>3,427,999</b> | <b>100.0%</b> | <b>4,037,556</b> | <b>100.0%</b> | <b>4,589,590</b> | <b>100.0%</b> | <b>4,713,835</b> | <b>100.0%</b> | <b>4,854,711</b> | <b>100.0%</b> |
| Room                                | 943,980          | 28.3%         | 1,048,521        | 26.6%         | 1,150,476        | 25.7%         | 1,180,395        | 25.6%         | 1,214,193        | 25.6%         |
| F&B                                 | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          | -                | 0.0%          |
| Minor Operating Dept.               | 44,764           | 4.5%          | 49,628           | 4.5%          | 54,377           | 4.5%          | 55,584           | 4.5%          | 56,974           | 4.5%          |
| <b>Total Dept Expense</b>           | <b>988,743</b>   | <b>28.8%</b>  | <b>1,098,150</b> | <b>27.2%</b>  | <b>1,204,853</b> | <b>26.3%</b>  | <b>1,235,979</b> | <b>26.2%</b>  | <b>1,271,167</b> | <b>26.2%</b>  |
| <b>Total Dept Profit</b>            | <b>2,439,255</b> | <b>71.2%</b>  | <b>2,939,407</b> | <b>72.8%</b>  | <b>3,384,738</b> | <b>73.7%</b>  | <b>3,477,856</b> | <b>73.8%</b>  | <b>3,583,544</b> | <b>73.8%</b>  |
| <b>Undistributed Expenses</b>       |                  |               |                  |               |                  |               |                  |               |                  |               |
| Admin & General                     | 473,658          | 13.8%         | 500,222          | 12.4%         | 525,385          | 11.4%         | 538,417          | 11.4%         | 552,214          | 11.4%         |
| Info & Telecom                      | 45,000           | 1.3%          | 46,125           | 1.1%          | 47,278           | 1.0%          | 48,460           | 1.0%          | 49,672           | 1.0%          |
| S&M / Franchise Fees                | 452,146          | 13.2%         | 544,845          | 13.5%         | 643,987          | 14.0%         | 661,882          | 14.0%         | 681,569          | 14.0%         |
| Repairs & Maintenance               | 225,352          | 6.6%          | 244,877          | 6.1%          | 264,162          | 5.8%          | 271,179          | 5.8%          | 278,927          | 5.7%          |
| Utilities                           | 189,279          | 5.5%          | 211,896          | 5.2%          | 234,435          | 5.1%          | 241,978          | 5.1%          | 250,447          | 5.2%          |
| <b>Total Undistributed Expenses</b> | <b>1,385,435</b> | <b>40.4%</b>  | <b>1,547,965</b> | <b>38.3%</b>  | <b>1,715,248</b> | <b>37.4%</b>  | <b>1,761,915</b> | <b>37.4%</b>  | <b>1,812,828</b> | <b>37.3%</b>  |
| <b>Gross Operating Profit (GOP)</b> | <b>1,053,821</b> | <b>30.7%</b>  | <b>1,391,442</b> | <b>34.5%</b>  | <b>1,669,489</b> | <b>36.4%</b>  | <b>1,715,941</b> | <b>36.4%</b>  | <b>1,770,716</b> | <b>36.5%</b>  |
| Management Fees                     | 137,120          | 4.0%          | 161,502          | 4.0%          | 183,584          | 4.0%          | 188,553          | 4.0%          | 194,188          | 4.0%          |
| <b>Assumption Drivers</b>           | <b>916,701</b>   | <b>26.7%</b>  | <b>1,229,940</b> | <b>30.5%</b>  | <b>1,485,906</b> | <b>32.4%</b>  | <b>1,527,388</b> | <b>32.4%</b>  | <b>1,576,528</b> | <b>32.5%</b>  |

## Hyatt Place Kissimmee 5-Year Proforma



|                                     | Year 1           |               | Year 2           |               | Year 3           |               | Year 4           |               | Year 5           |               |
|-------------------------------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|
| Occupancy                           | 70.6%            |               | 74.5%            |               | 78.5%            |               | 78.5%            |               | 78.5%            |               |
| ADR                                 | 122.88           |               | 135.61           |               | 146.33           |               | 150.72           |               | 155.24           |               |
| RevPAR                              | \$86.76          |               | \$101.07         |               | \$114.80         |               | \$118.24         |               | \$121.79         |               |
| <b>Operating Revenue</b>            |                  |               |                  |               |                  |               |                  |               |                  |               |
| Room                                | 6,333,717        | 97.0%         | 7,378,026        | 97.2%         | 8,403,214        | 97.3%         | 8,631,662        | 97.3%         | 8,890,612        | 97.4%         |
| F&B                                 | 79,065           | 1.2%          | 85,962           | 1.1%          | 93,456           | 1.1%          | 95,996           | 1.1%          | 98,876           | 1.1%          |
| Minor Operating Dept.               | 115,640          | 1.8%          | 125,325          | 1.7%          | 135,818          | 1.6%          | 139,067          | 1.6%          | 142,785          | 1.6%          |
| <b>Total Dept Revenue</b>           | <b>6,528,422</b> | <b>100.0%</b> | <b>7,589,313</b> | <b>100.0%</b> | <b>8,632,488</b> | <b>100.0%</b> | <b>8,866,725</b> | <b>100.0%</b> | <b>9,132,273</b> | <b>100.0%</b> |
| Room                                | 1,714,015        | 27.1%         | 1,869,212        | 25.3%         | 2,034,799        | 24.2%         | 2,087,644        | 24.2%         | 2,147,515        | 24.2%         |
| F&B                                 | 81,646           | 103.3%        | 85,368           | 99.3%         | 89,312           | 95.6%         | 91,917           | 95.8%         | 94,675           | 95.8%         |
| Minor Operating Dept.               | 45,775           | 2.5%          | 49,568           | 2.5%          | 53,673           | 2.5%          | 54,912           | 2.5%          | 56,333           | 2.5%          |
| <b>Total Dept Expense</b>           | <b>1,841,435</b> | <b>28.2%</b>  | <b>2,004,148</b> | <b>26.4%</b>  | <b>2,177,785</b> | <b>25.2%</b>  | <b>2,234,473</b> | <b>25.2%</b>  | <b>2,298,522</b> | <b>25.2%</b>  |
| <b>Total Dept Profit</b>            | <b>4,686,987</b> | <b>71.8%</b>  | <b>5,585,166</b> | <b>73.6%</b>  | <b>6,454,703</b> | <b>74.8%</b>  | <b>6,632,253</b> | <b>74.8%</b>  | <b>6,833,751</b> | <b>74.8%</b>  |
| <b>Undistributed Expenses</b>       |                  |               |                  |               |                  |               |                  |               |                  |               |
| Admin & General                     | 563,570          | 8.6%          | 603,223          | 7.9%          | 642,630          | 7.4%          | 658,851          | 7.4%          | 676,263          | 7.4%          |
| Info & Telecom                      | 45,000           | 0.7%          | 46,125           | 0.6%          | 47,278           | 0.5%          | 48,460           | 0.5%          | 49,672           | 0.5%          |
| S&M / Franchise Fees                | 761,443          | 11.7%         | 926,063          | 12.2%         | 1,109,883        | 12.9%         | 1,140,655        | 12.9%         | 1,174,705        | 12.9%         |
| Repairs & Maintenance               | 431,324          | 6.6%          | 463,674          | 6.1%          | 498,582          | 5.8%          | 511,924          | 5.8%          | 526,785          | 5.8%          |
| Utilities                           | 360,611          | 5.5%          | 393,967          | 5.2%          | 430,393          | 5.0%          | 444,240          | 5.0%          | 459,788          | 5.0%          |
| <b>Total Undistributed Expenses</b> | <b>2,161,948</b> | <b>33.1%</b>  | <b>2,433,053</b> | <b>32.1%</b>  | <b>2,728,766</b> | <b>31.6%</b>  | <b>2,804,130</b> | <b>31.6%</b>  | <b>2,887,212</b> | <b>31.6%</b>  |
| <b>Gross Operating Profit (GOP)</b> | <b>2,525,039</b> | <b>38.7%</b>  | <b>3,152,113</b> | <b>41.5%</b>  | <b>3,725,937</b> | <b>43.2%</b>  | <b>3,828,123</b> | <b>43.2%</b>  | <b>3,946,538</b> | <b>43.2%</b>  |
| Management Fees                     | 261,137          | 4.0%          | 303,573          | 4.0%          | 345,300          | 4.0%          | 354,669          | 4.0%          | 365,291          | 4.0%          |
| <b>Assumption Drivers</b>           | <b>2,263,902</b> | <b>34.7%</b>  | <b>2,848,540</b> | <b>37.5%</b>  | <b>3,380,637</b> | <b>39.2%</b>  | <b>3,473,454</b> | <b>39.2%</b>  | <b>3,581,247</b> | <b>39.2%</b>  |

Business Plans will be updated annually beginning with strategic sessions in October of the previous year. Annual reports will

be created by the end of the year for valuation and reporting of equity increases. Shareholder equity will be evaluated by a third-party financial group and distributed annually.

#### d. Assumptions and Risk Mitigation Strategy

KPDG interviewed key tenants throughout the past year of the Kissimmee Downtown area including downtown Café owners and shopkeepers, as well as airport flight school owners at KGA to better understand the needs of the community. It was evident from these interviews that the community was underserved with regard to short-term lodging and mid to upper-level quality extended hotel stays.

Key Assumptions made through the Planning Phase were that in answering this need for lodging, the projects analyzed, whether hotels or apartments, should be profitable ventures on their own merit. The land component was understood to be nearly 12% of the total project costs for development. The City owned land in the Downtown CRA District that was underserved, and that if developed under a P3 scenario would benefit the City of Kissimmee, by priding inner City lodging and delivering a return on investment to the general public both as an Ad Valorem proposition as well as the project's ability to draw patronage to the Downtown Area. The City owned airport land north of Martin Luther king Jr. Boulevard has remained undeveloped since its availability. KPDG investigated both this site at the Airport and the Downtown Toho Square Site. All projects, as noted in the above introduction section, came back with double figure returns.

The KPDG Team saw the opportunity to both create a public private partnership with the city for the use of these lands as well as form the P3 entity Kissimmee Place Development Group, Inc. so that publicly owned assets could be presented into the project readily and the City could bring all efforts of the public realm to mitigate project risk. Subsidizing public space and amenities through the County Tourist Development Tax Dollar (TDT) would benefit the community in providing the sought-after conference space and necessary parking for community events and group meetings.

KPDG is in final negotiations with the City regarding land lease agreements and has begun early communications with the County regarding public conference space funding from TDT sources. The Phased Development Strategy is for KPDG to begin construction ground-breaking in Q1 of 2025 for the Hyatt Studios project at KGA. This project has the least path of resistance as it is a prototype build and can earn revenue in 18 to 24 months from its inception date. Phase II the Hyatt Place Build will be developed in two parts. Phase IIa will be the 160-room Hyatt Place build as a prototype Hotel. There will be some level of customization within the first three floors to accommodate structural parking and retail space at the ground level as necessary. This build will accommodate prototypically 5,000 sf of conference space on the second and third floors. Phase IIb is a variable build at this time. The remaining 140 rooms are intended be built as prototypical Hyatt Place rooms. The primary risk and ultimate reward for this build is 25,000 sf of additional conference space. KPDG will negotiate subsidies from the City and County to accomplish the Kissimmee Place Conference Center that will be housed in the North portion of the Toho Square Site. Revenues from this portion of the project will raise the project internal rate of return (IRR) near 22%.

KPDG will employ an Integrated Project Delivery (IPD) method which is essentially a design-build procurement where the owner retains managerial control over the D-Build process. We understand this managerial control will help us to mitigate design- build construction risk in that Crane as the Prime contractor and equal partner in this venture will serve as Owner Authorized Representative throughout the Design-Build process.

Third-Party Vendor Risk Mitigation is also a concern we have intentions to mitigate. We intend to deliver the Hyatt prototype as totally owner furnished endeavor. This accounted for in our proforma as the procurement methodology itemization. KPDG Operational Risk Management is made easier in that we have strict procurement protocols applied from the acquisition of professional services to the control of Operational expenditures to Capital Expenditures. Project Controls are in place to ensure that our project approach as Owner Authorized Representatives in oversight of the Design, Building, Operations, Management and Maintenance of the project will be successful in keeping cost low while ensuring that revenue generation optimized.

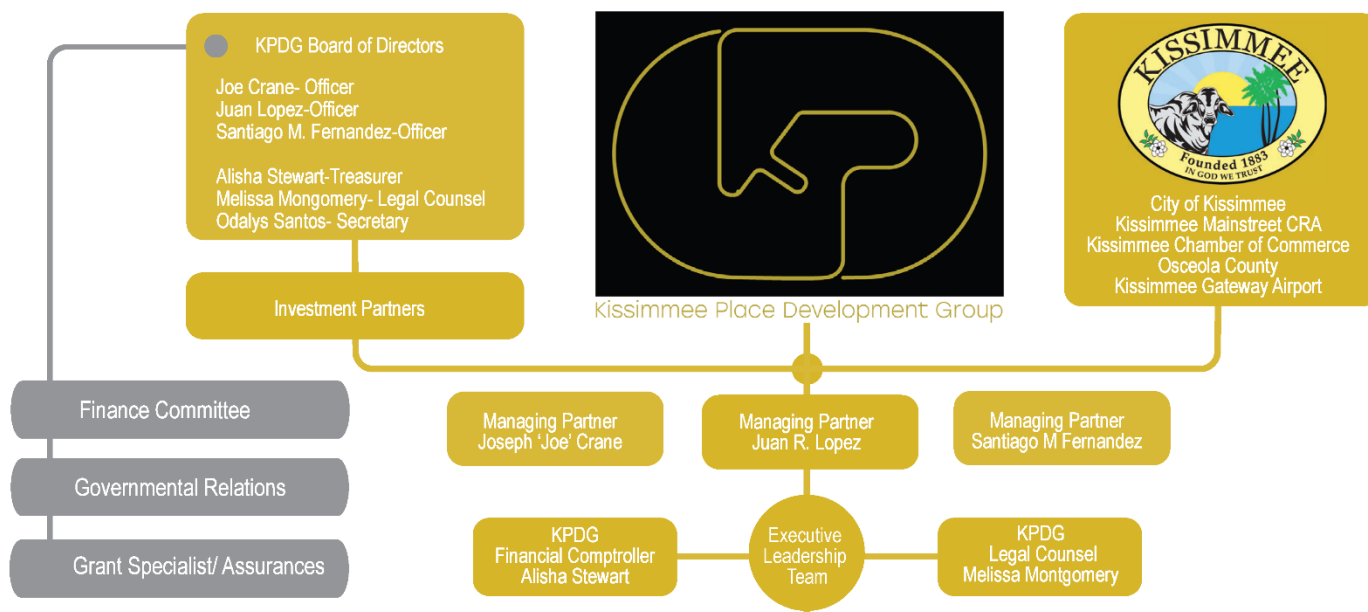
#### e. Project Management Arrangements

##### Team structure, roles, and responsibilities.

The following charts explain how the KPDG venture will be managed and operated. The Executive Leadership Team ELT consists of our three Managing Partners who will also serve as the managing Board of Directors. The ELT will be supported by our in-house Legal Counsel and our Comptroller. Investment partners will remain in contact with our board of directors and will be considered silent partners throughout the life of the venture. The City of Kissimmee will be a direct P3 investment partner in the venture and will have specified points of contact and inputs contractually throughout the life of the venture. KPDG will produce an annual report to communicate the state of the venture to all investment partners. The ELT will serve as



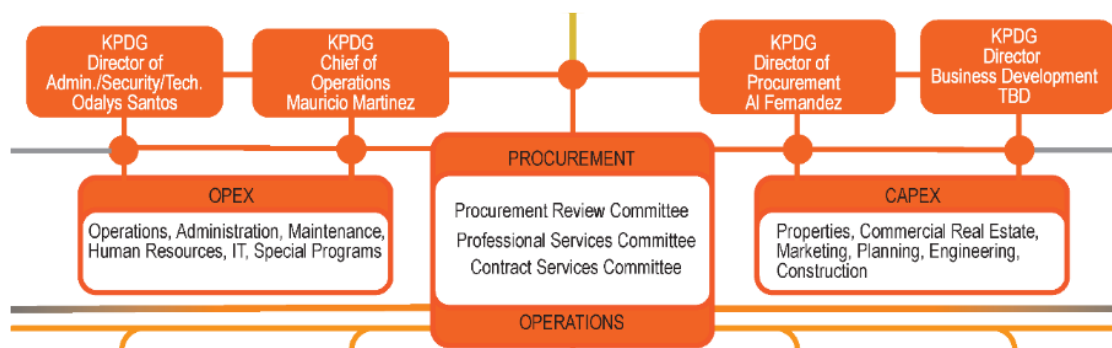
Owner Representatives through Construction and serve as Oversight Managers during Operations.



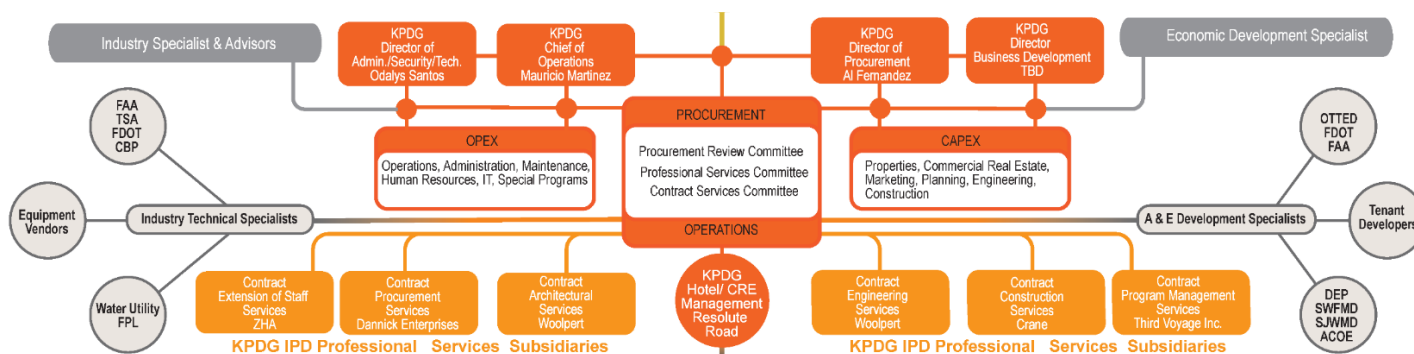
**KPDG Mission:** “To Design, Build, Finance, Operate and Manage Public, Commercial and Infrastructure Projects within Public Private Partnerships(P3) between KPDG and The Federal Agencies, State Agencies, County Administrations and Municipal Corporations.”

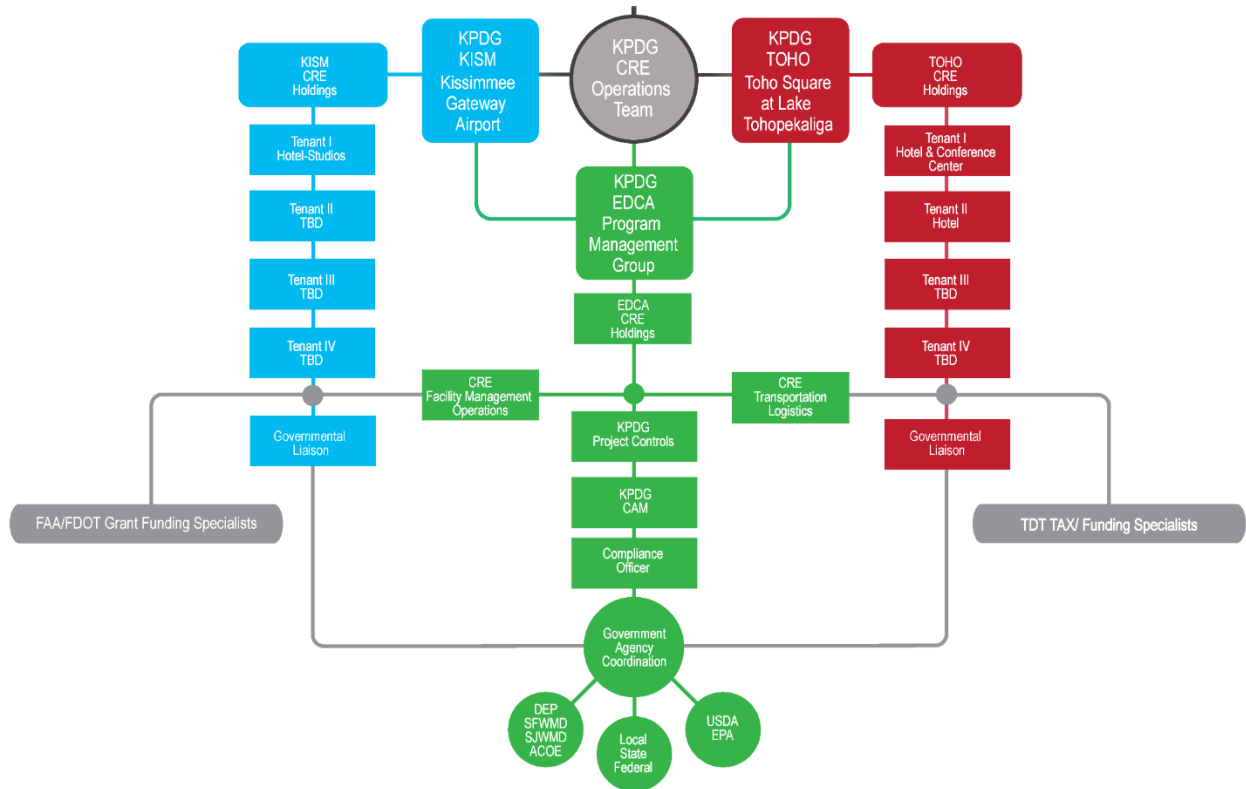
### Operational Structure

Daily operation will be managed during two distinct modes, Project Capitalization & Program Operations. During construction the focus will be on Capital Expenditure and Construction Project Delivery. The IPD Team will be fully assembled including our in-house General Contractor, Program Manager and Communications Director (see IPD Chart above). After construction we will focus more on Operational Expenditures and streamlining Program Operations to ensure profitability. All procurement of Professional Services will be scrutinized in Procurement Review Committee and according to our corporate protocols prior to execution. Our Professional Services Committee will oversee the selection of goods and services providers. Lastly, all Contracts whether in execution and or closing will be managed by our Contract Services Committee. All vendors will be processed in this manner.



### KPDG Management Chart





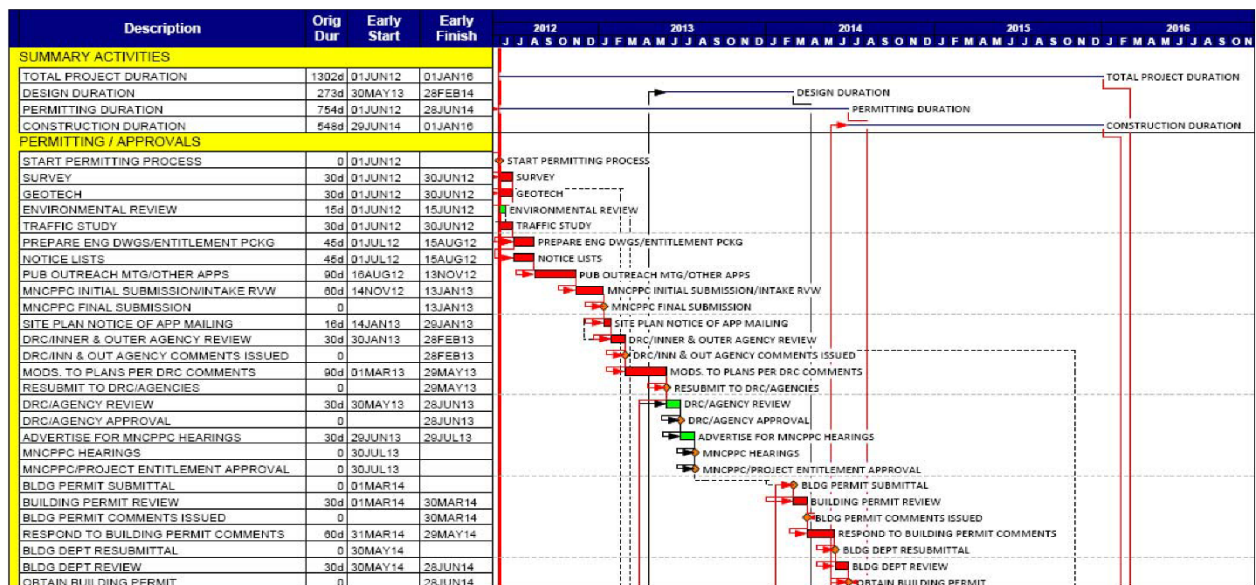
### KPDG Holding Companies, Governance and Reporting

KPDG is a C- Corporation established in the State of Florida. It functions distinctly as a holding company for three (3) subsidiaries of KPDG that are C-Corporations in the state of Florida and are focused on performing Commercial Real Estate transactions for separate purposes. Each Land hold will be a separate venture and is considered severable as its own profit center. KPDG-KISM will hold all Kissimmee Gateway Airport Related Ventures. KPDG-TOHO will encompass all Lake 'Toho' waterfront related projects. All program management decisions, financial distributions and project accountability will occur through KPDG-EDCA. The KPDG comptroller will be in oversight of all pay applications for product delivery and professional services rendered.

## 3. Government and Communities

### a. Necessary Permitting or Approvals

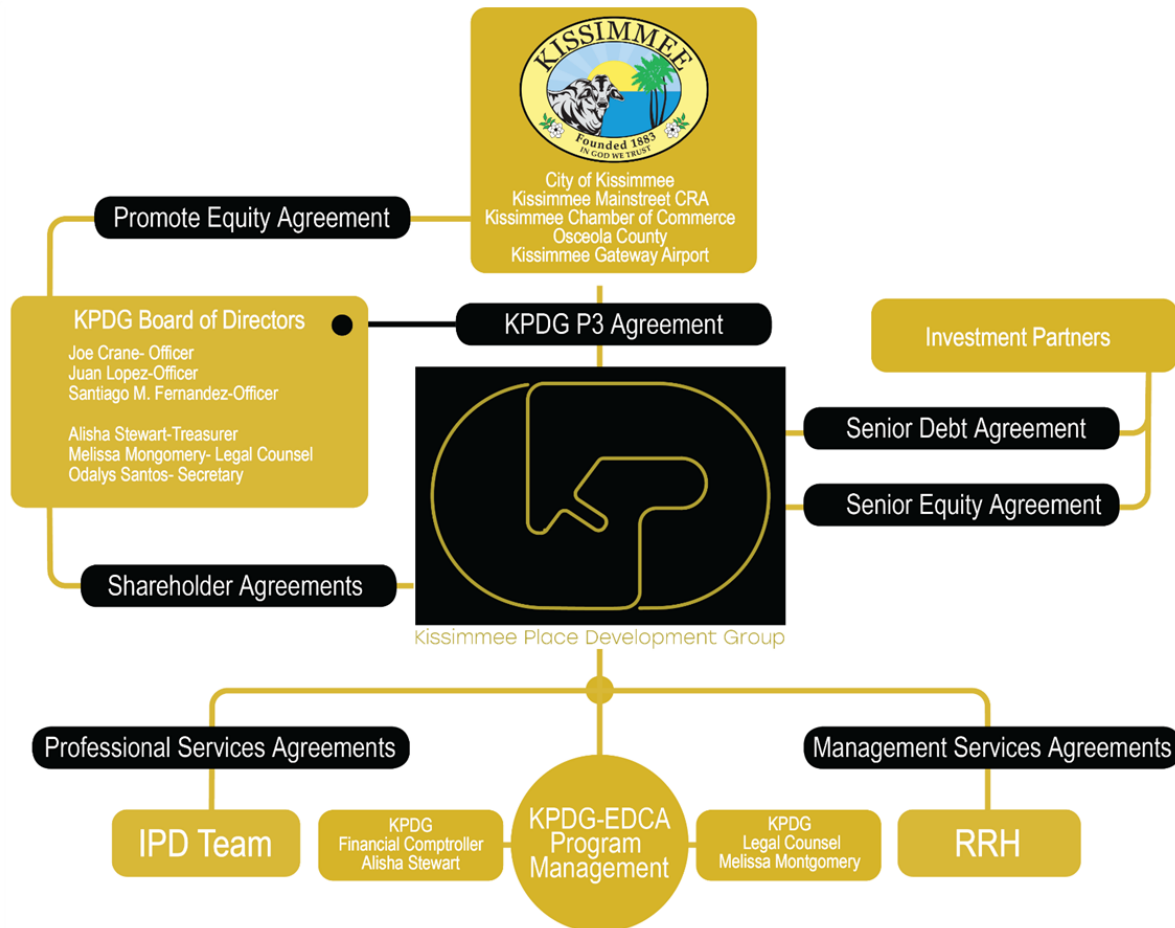
Shown below is a sample schedule from a previous Hyatt Place Project of similar size. The Schedule shows a detailed outline as to permitting applications anticipated and duration of time for obtaining these permits.



### b. Participation of Beneficiaries

The Partnership is established to allow for the contractual contribution of assets and equity between the City of Kissimmee and the Private Entity. Kissimmee Place Development Group Inc. is the Economic Operator and 'Special Purpose Company' that will facilitate all transactions. KPDG is granted all Right to Design Build Operate and Manage the assets through the Public private Partnership Agreement.

The City of Kissimmee is a Key Stakeholder and will have participation early in the hotel branding process. The Investment Partners as Lenders remain silent partners throughout. They are compensated through predetermined Senior Debt Agreements and Senior Equity Agreements. A monthly report will be distributed of progress to all Key Stakeholders and will be available electronically.



### c. Partnership Structure

There are three equity Partners as Board Officers under KPDG. They are compensated through equity percentages that are predetermined in shareholder agreements. KPDG will serve as the company in oversight of the Development Project and in Oversight of the Management of the Hotels and CRE assets. The IPD Team has been contracted by way of Professional Services Agreement Contracts. Hotel Management Services will be contracted by way of 3-to-5-year Management Services Agreements.

### d. Coordination

KPDG-EDCA will remain the Program Management Entity in oversight of Operations and Maintenance of the assets. Specialists are in place as extension of staff services to ensure contracts are met and compensation is appropriately distributed. The KPDG comptroller, Alisha Stewart, and our in-house legal counsel, Melissa Montgomery, will assist Program manager, Santiago Fernandez in ensuring that all project deliverables have been met prior to contract compensation.

Weekly progress meetings. Monthly updates. Annual Reports. All reporting efforts will be managed through KPDG-EDCA to avoid duplication of efforts. All P.O.C. and public communication efforts with stakeholders will occur through KPDG-EDCA.

### e. Environment

The following language is embedded into our lease agreement in anticipation of any environmental regulations we will

adhere to in development and operations KPDG will adhere to all applicable laws.

Environmental Laws shall mean and include all Federal, State and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, super lien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial interpretations of each of the foregoing.

We will perform general sustainability measures throughout both hotels implementing when possible best practices as follows:

- Energy conservation
- Amenities
- Waste reduction and efficiency
- Promoting sustainable means of transportation
- Choosing cleaning products wisely with minimum impact on the environment
- Careful selection of local food products at the hotel restaurant
- Encouraging guests to make sustainable decisions
- Promoting ecotourism
- Water conservation
- Operational changes necessary to reduce waste

## 4. Monitoring and Reporting of Execution and Operating Plan

### a. Monitoring Framework

The Kissimmee Place Development Group (KPDG) will utilize Sage software for comprehensive project monitoring. This will include tracking financial performance, procurement schedules, resource allocation, and construction progress. Sage Intacct, in particular, will provide real-time data analysis, variance tracking, and compliance monitoring.

#### Tools

- **Sage Intacct:** For financial management and KPI tracking
- **Sage Construction and Real Estate (CRE):** For project-specific milestones, scheduling, and materials tracking
- **Integrated Dashboards:** Centralized monitoring of costs, timelines, and performance metrics

#### Frequency

- **Daily:** Real-time updates and issue alerts using Sage Intacct
- **Weekly:** Performance summaries generated by Sage CRE
- **Monthly:** Comprehensive variance and compliance reports shared with stakeholders

#### Baseline Data

Key performance indicators (KPIs) will be based on project timelines, budgets, and initial resource allocations. Baseline data is established using the financial proforma and market analyses outlined in the business plan.

#### Periodic Reviews

- **Quarterly Reviews:** Detailed reviews of financial health and project milestones
- **Annual Audits:** Conducted to ensure compliance with contractual obligations and financial targets

## b. Reporting Mechanisms

### Reporting Formats

- Standardized reports generated through Sage Intacct in PDF and Excel formats
- Visual dashboards showcasing real-time data and trends
- Custom project reports with charts and summaries available through Sage CRE

### Schedules

- Weekly Reports: Progress summaries delivered each Friday to internal teams
- Monthly Reports: Financial and construction updates sent to stakeholders on the last business day of the month
- Annual Reports: Comprehensive review prepared at the end of each fiscal year
  - **Internal Teams:** Project management and finance teams to ensure project alignment
  - **City of Kissimmee and County Officials:** To track public-private partnership (P3) objectives and outcomes
  - **Investors and Lenders:** Regular updates to ensure transparency and build trust
  - **Hotel Management Teams (Resolute Road Hospitality):** To align construction with operational goals

## NON-BINDING LETTER OF INTENT TO LEASE

December 8, 2024  
Jackie Espinosa  
Mayor, City of Kissimmee, FL  
101 Church St.  
Kissimmee FL, 34741

RE: Intent to Enter in a Lease Agreement and Investigate the Potential of a Public Private Partnership (P3) with the City of Kissimmee

Dear Mayor Espinosa:

The purpose of this Non-binding Letter of Intent ("LOI") is to establish the intent for Kissimmee Place Development Group, Inc. (hereinafter referred to as "KPDG") and the City of Kissimmee (hereinafter referred to as the "City") to negotiate and enter into a ground lease and to explore potential comprehensive agreements for a Public-Private Partnership (P3) to develop and manage two parcels of property owned by the City in response to that certain unsolicited proposal submitted by KPDG to the City on December 9, 2024 pursuant to section 255.065, Florida Statutes (the "Proposal"). It is expressly understood that the City Commission will, at a minimum, need to consider the Proposal at a second-duly noticed public meeting, make a public interest determination, and publish required notice for at least 7 days ("Public Comment Period").

### **I. Premises.**

This LOI pertains first, to approximately 8.5 +/- acres of property at Kissimmee Gateway Airport as generally depicted in the attached Exhibit "A.1" (hereinafter the "Airport Premises"). Second, to approximately 1.43+/- acres of City-owned land at and in connection with the 'Toho Square' site, which is currently undeveloped land surrounding the Toho Square garage as generally depicted in the attached Exhibit "A.2" (hereinafter the "Toho Premises") (Airport Premises and Toho Premises referred to collectively as the "Premises"). The boundaries of each of these Premises will be specifically delineated by a survey performed by KPDG, and acceptable to the City for incorporation into any resulting lease agreement. Any comprehensive agreement or lease agreement for the Premises will utilize as its base the City's standard ground lease form for each property respectively.

### **II. Exclusionary Period.**

Upon expiration of the Public Comment Period and provided there are no alternative proposals timely received, only KPDG will be authorized to negotiate for the control of the Premises for a period of one year, unless this LOI is terminated sooner pursuant to its terms.

### **III. New Corporate Vehicle**

It is understood that a new corporate vehicle is established as Kissimmee Place Development Group, Inc. with the intent to allow for facilitation of the project as described in KPDG's unsolicited proposal. KPDG will be the managing partner sole entity responsible for the development of the Premises with all ability to Develop, Build, Finance, Operate, and Manage (DBFOM) the development on the Premises. There is a core team of Qualified Professional Service Consultants pre-arranged to perform the development as an Integrated Project Delivery (IPD) team. This team is intended to be led by Crane and Associates Construction, Inc. (Crane) as the Prime Contractor with sub-consultants Third Voyage Properties LLC (TVP) as the Program Manager, and Woolpert, Inc. (Woolpert) as the Architectural and Engineering Firm.

It is expressly understood that all members of the proposed team must meet the minimum standards contained in the City's guidelines for qualifying professional services and contracts for traditional procurement projects, including licensure and professional qualifications. It is further understood that the City must ensure professional review and evaluation of any design and construction proposed to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects. Such review must be performed by an architect, a landscape architect, or an engineer licensed in this state qualified to perform the review, and such professional shall advise the City through completion of the design and construction of the project. Additionally, performance and payment bonds will be required and will be subject to the requirements of section 255.05, Florida Statutes.

**IV. Proposed Lease Terms and Conditions.**

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Term                       | <p>Initial term of forty-nine (49) years with three (3) (10-year) optional extensions.</p> <p>Optional extensions will be subject to all laws, rules, and policies governing the allowable duration of leases. The term and associated extensions will require written joinder and consent of the City.</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| City Ownership and Control | <p>The city's ownership, equity, and control of the Premises will be addressed in the lease and any resulting comprehensive agreement. Title to the facilities will vest with the City upon conclusion of the lease term and any extensions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Type of Lease              | <p>The lease will be NET-NET-NET, which will require the lessee to pay for the cost of all property, facility, and development related expenses, including but not limited to real estate taxes, insurance, maintenance, rent, and utilities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Lease Commencement         | <p>The lease will become effective upon execution of the lease agreement and any comprehensive agreements. Rental payment amounts are subject to negotiation and will be included in the final form of lease and any comprehensive agreements.</p> <p>For the purpose of scheduling of the commencement of rent payments, the Premises will be divided into two distinct areas as reflected in Exhibit "A.1 &amp; A.2"</p> <p>Phase I.a- 122-room 60,000SF+/- Hyatt Studios Airport Hotel Site (approximately 2 +/-acres): Lease payments will commence upon receipt of the first certificate of occupancy on the property or within thirty-six (36) months of the effective date of the lease, whichever occurs first.</p> |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <p>Phase I.b.- 90,300SF +/-Flight training Campus (approximately 6.5 +/-acres): Lease payments will commence upon receipt of the first certificate of occupancy on the property or within thirty-six (36) months of the effective date of the lease, whichever occurs first.</p> <p>Phase II.a- Toho Square Site South (approximately .876+/- acres): Lease payments will commence upon receipt of the first certificate of occupancy on the property or within thirty-six (36) months of the effective date of the lease, whichever occurs first.</p> <p>Phase II.b- Toho Square Site North (approximately .553 Acres+/-): Public Use Facility of either of the following:</p> <p>Option IIb.1- The Kissimmee Place Hotel Public Plaza Element featuring Dog Park and Amenities.</p> <p>Option IIb.2- The Kissimmee Place 30,000 Square Foot Public Conference Center.</p> <p>Option IIb.3- 140-Room, Phase II-Hyatt Place Hotel expansion</p> <p>Lease payments will commence upon receipt of the first certificate of occupancy of each development on the property or within thirty-six (36) months of the effective date of the lease, whichever occurs first.</p> |
| Security Deposit | A deposit check in the amount equal to the first month's rent will accompany the executed lease agreement or as otherwise agreed upon in a comprehensive agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Uses             | <p>The intended uses will be as follows:</p> <p>Site 'A' of the Premises at KGA:</p> <ul style="list-style-type: none"> <li>Hotel</li> <li>Workforce Training</li> <li>Education Facilities</li> <li>Short-Term lodging</li> <li>Office/ Commercial</li> <li>Commercial Retail</li> <li>Conference Space</li> <li>Restaurant/Entertainment</li> <li>Parking Lot</li> </ul> <p>Site 'B' of the Premises at Toho Square</p> <p>Hotel</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          | <p> Workforce Training<br/> Education Facilities<br/> Short-Term lodging<br/> Apartments<br/> Office/ Commercial<br/> Commercial Retail<br/> Conference Space<br/> Restaurant/Entertainment<br/> Parking Lot </p> <p>It is expressly understood that any and all uses on the Premises must conform to all applicable comprehensive plan, zoning, and other land development regulations. It is further understood that such uses may require comprehensive plan and/or zoning changes. Nothing contained herein shall be construed as a zoning, permit, or other development approval, nor as binding the City Commission in its legislative or other decision-making authority to approve or amend such regulations.</p>                                                  |
| Owner Improvements       | <p>KPDG will bring the financial partner(s) to the projects towards 100% capitalization of the projects. KPDG will be responsible for all improvements necessary to complete and manage the projects throughout the term in accordance with all terms of a comprehensive agreement along with the ability to design, build, operate and manage the facilities.</p> <p>The City will explore grant funding, tax abatements, and other financial and non-financial incentives for the projects which may be available to be incorporated into a comprehensive agreement . Pursuant to section 255.065, the City may require KPDG to provide a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies.</p> |
| Unencumbered Development | <p>The City will process all permits and applications consistent with Florida Statutes and local land development regulations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Other Approvals          | <p>The final lease terms and conditions, as well as any comprehensive agreement, are subject to final approval by the City and other authorities and may be subject to amendment of the Comprehensive Plan. Nothing contained herein shall be construed binding the City Commission in its legislative or other decision-making authority to approve or amend the Comprehensive Plan or other regulations.</p>                                                                                                                                                                                                                                                                                                                                                             |

|                                             |                                                                                                                                                                                                                                                                                  |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             |                                                                                                                                                                                                                                                                                  |
| Non-Exhaustive List of Terms and Conditions | <p>The above Terms and Conditions are not an exhaustive list of the anticipated lease terms and conditions, and the final lease and any comprehensive agreements entered into pursuant to section 255.065, Florida Statutes will include other requirements and obligations.</p> |

## **V. Term of the Letter of Intent**

This LOI will expire one (1) year after signature by both parties, or upon execution of a formal lease or comprehensive agreement for the Premises, whichever occurs first, unless terminated sooner pursuant to its terms. It is expressly understood that if during the Public Comment Period, the City Commission determines that it cannot make the required public interest determination(s) for the proposal submitted by KPDG, and/or additional qualifying proposals are received during the Public Comment Period, the City may terminate this LOI upon written notice. The City may also terminate this LOI upon written notice to KPDG at its principal place of business in the event KPDG is dissolved or defunct.

## **VI. Marketing Privilege**

Upon expiration of the Public Comment Period and provided there are no alternative qualifying proposals timely received, KPDG will be permitted to market the Premises for development for the remaining duration of this LOI. Marketing may include but not limited to:

- a. Public media marketing of the Premises.
- b. Signage on the Premises property. Any marketing, promotion, or signage using the City name or seal must be reviewed by the City and must be consistent with the City of Kissimmee's sign regulations.

## **VII. Consideration**

The Exclusionary Period and the Marketing Privilege represent benefits to KPDG to the exclusion of others for the duration described herein. The consideration for these benefits will be as follows:

Abatement of Other Negotiations: \$500 per month. If this LOI results in a formal lease agreement for the Premises or any portion thereof, the consideration will be incorporated into the lease payment schedule. If this LOI terminates without execution of a formal lease agreement for the Premises or any portion thereof, the consideration will be payable in full at the termination of this LOI, however terminated.

Further, the City may charge a fee to cover the costs of processing, reviewing, and evaluating the KPDG Proposal request, including, but not limited to, reasonable attorneys' fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants. This fee will be included and accounted for in any resulting comprehensive agreements.

## **VIII. Non-Partnership**

Nothing contained in this LOI will be construed to create any relationship whatsoever, including, but not in any way limited to, any partnership or joint venture between KPDG and the City.

## **IX. Non-Binding**

This LOI is merely an outline of the major lease points currently under contemplation by the parties. Except for Paragraphs V, VI, VII, and VIII and this Paragraph IX, this LOI is not a binding legal agreement, and neither party will have any legal obligation or liability to the other if the parties fail to enter into a final lease agreement.

**Agreed to and Accepted:**

X \_\_\_\_\_

Jackie Espinosa  
Mayor of the City of Kissimmee

Date: \_\_\_\_\_

X



Mr. Santiago M. Fernandez  
Managing Partner, KPDG, Inc.

**Exhibit A.1 - Phase I- Site, Kissimmee Gateway Airport- 8.5 Acres +/-**  
**Legal Description: DYER-THACKER COMMERCE PARK PB 22 PG 183-185 LOT 7**



**Exhibit A.2: Phase II- Site, Toho Square Site- 1.43 Acres +/-**



**FIRST RIGHT OF REFUSAL AGREEMENT TO  
LEASE PROPERTY  
DYER-THACKER COMMERCE PARK**

**THIS AGREEMENT** made and entered into this 17th day of December 2024 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and KISSIMMEE PLACE DEVELOPMENT GROUP, INC., hereinafter referred to as "COMPANY," a corporation organized and existing under the laws of the State of Florida.

**WITNESSETH:**

**WHEREAS**, Company has requested a Right of First Refusal to lease property located at Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Option Parcel" and is more particularly described in Exhibit "A"; and

**WHEREAS**, pursuant to City Policy 1501, Company has submitted an application with a preliminary conceptual site plan which the City has reviewed and determined that it is a satisfactory application; and

**WHEREAS**, The Parties agree to enter into this First Right of Refusal Agreement to provide the Parties an opportunity to conduct thorough due diligence to determine the desirability of leasing the Option Parcel; and

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the CITY and COMPANY agree as follows:

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.
2. **Term.** This Agreement shall commence on the above stated effective date and shall continue for a period of twelve (12) months, until such time as the Company and City enter into a resulting lease agreement for the Option Parcel, or until the termination of that certain Non-Binding Letter of Intent by and between the Parties of even date herewith, whichever occurs sooner.
3. **Right of First Refusal to Lease Option Parcels.** The Company agrees to pay a fee of \$2,500 per acre per year for the Right of First Refusal to lease the Option Parcel. A description of the Option Parcel, which consists of approximately eight and one-half (8.5) acres of real property is more particularly described in "Exhibit A" attached, and hereby incorporated by this reference. The total Right of First Refusal Fee for the Option Parcel is \$21,250 per year or \$5,312.50 per quarter. Such fee shall be invoiced to Company and promptly paid by the first of the month, commencing on January 1<sup>st</sup>, 2025, for the Term.
4. **Company's Obligations Precedent to Lease Agreement.** As a condition of entering into a lease agreement for the Option Parcel from City, Company agrees to present to the City the following:



- a. A design and plan to construct a 122-room hotel within 2 acres on the west side of the parcel and as an option, restaurant, rental spaces, associated utilities and automobile parking upon the remaining 6.5 Acres.

A final configuration and architectural program defined for the Option Parcel within the timeframe mutually agreed to by the parties, and which may include the sitework for the hotel, restaurant, associated utilities and automobile parking, subject to all applicable laws and regulations.

- b. The parties may also consider the development of an additional aviation campus facility, office space, and/or retail space facilities on the Option Parcel, subject to all applicable laws and regulations.
- c. The Company shall ensure that any design standards, layout, materials and construction on the Option Parcel will meet all City standards, FAA standards, and will be subject to final inspection by the City and all other applicable governmental agencies having approval jurisdiction.

5. **Commencement of Lease Payments.** Lease payments shall commence as specified in the resulting lease agreement.

6. **Lease Agreement Terms.** The lease agreement entered by the Parties shall be based upon the City's current ground lease rates and the following terms.

- a. Kissimmee Gateway Airport Ground Lease Rate:  
Fair Market Value Appraisal
- b. Additional terms as determined by a resulting Comprehensive Agreement pursuant to section 255.065, Florida Statutes.
- c. The lease term is expected to be forty (49) years, with the mutual option of renewing the lease for three (3) separate additional ten (10) year periods.

*SIGNATURE PAGE TO FOLLOW*





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Exhibit “A”

Legal Description: DYER-THACKER COMMERCE PARK PB 22 PG 183-185 LOT 7



Proposed Leasehold 8.5 Acres



Proposed Future Development



# KPDG\_KISM Campus

# Proposed Site Development





## **ITEM 8.C**

### **(VSCRA) Interlocal Agreement between the City of Kissimmee and the Vine Street Community Redevelopment Agency regarding Bond Funding**

#### **Request**

Approval of the Interlocal Agreement between the Vine Street Community Redevelopment Agency (CRA) and the City of Kissimmee, Contract #20250168, for the portion of the Series 2024 Capital Improvement Refunding Revenue Bonds associated with the Vine Street Kmart Site Acquisition.

#### **Explanation**

On October 31, 2024 the City purchased the Vine Street Kmart Site located at 2211 West Vine Street. The City spent a portion of the Series 2024 Bonds to make that acquisition. The debt was structured with the intent that CRA revenues would be used for the Kmart Project portion of the bonds. This Agreement obligates the CRA to use its Tax Increment Revenue to reimburse the City for the costs to purchase the site.

#### **Recommendation**

Approval of the Interlocal Agreement between the Vine Street CRA and the City of Kissimmee for the portion of the Series 2024 Capital Improvement Refunding Revenue Bonds associated with the Vine Street Kmart Site Acquisition.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Economic Development

Presenter: David Rodriguez

#### **Attachment(s):**

1. (S) Interlocal Agreement - Vine St. CRA-City - 2024 Bonds (02767589-3)

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF KISSIMMEE, FLORIDA  
AND THE CITY OF KISSIMMEE  
VINE STREET COMMUNITY REDEVELOPMENT AGENCY**

This Interlocal Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF KISSIMMEE, FLORIDA, a Florida municipal corporation (the "City"), and the CITY OF KISSIMMEE VINE STREET COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic (the "Vine Street CRA").

WITNESSETH:

WHEREAS, the City Commission of the City created the Vine Street Community Redevelopment Agency on June 5, 2012, by adopting Resolution No. 12-2012 (the "CRA Resolution") and established the funding of a Redevelopment Trust Fund through the enactment of Ordinance No. 2839 on November 6, 2012, as amended and supplemented from time to time (collectively, the "Trust Fund Ordinance") for the purpose of carrying out redevelopment pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City has found areas within its boundaries to be blighted, and in need of redevelopment; and

WHEREAS, the relevant blighted areas for purposes of this Agreement are known as the "Vine Street Community Redevelopment Area" as designated by the CRA Resolution; and

WHEREAS, the City has adopted a community redevelopment plan to provide for various redevelopment projects to be funded by tax increment revenues (the "Redevelopment Plan"); and

WHEREAS, such Redevelopment Plan expires on November 6, 2042; and

WHEREAS, the City has, and intends to continue to, expend resources in furtherance of community redevelopment, and to assist the Vine Street CRA in carrying out its responsibilities; and

WHEREAS, on October 9, 2024, pursuant to Resolution No. 23-2024, as supplemented by Resolution No. 24-2024 (together, the "2024 Bond Documents"), each adopted by the City Commission of the City on September 17, 2024, the City issued its Capital Improvement Revenue Bonds, Series 2024A and its Taxable Capital Improvement Revenue Bonds, Series 2024B (the "2024B Bonds"); and

WHEREAS, the proceeds of the 2024B Bonds will be used to finance the cost of the acquisition of certain lands and structures for ownership by the City within the Vine Street Community Redevelopment Area as contemplated by the Redevelopment Plan (the “2024B CRA Project”), and to pay costs of issuance related to the 2024B Bonds; and

WHEREAS, as a result of the issuance of the 2024B Bonds by the City on behalf of the Vine Street CRA, the City and the Vine Street CRA desire to enter into this Agreement; and

WHEREAS, pursuant to the 2024 Bond Documents, the 2024B Bonds are payable solely from the Pledged Funds (as defined in the 2024 Bond Documents) to the extent and as provided in the 2024 Bond Documents; and

WHEREAS, except with regard to the Vine Street CRA’s obligations pursuant to this Agreement, tax increment revenues are not subject to any other pledge or lien, and are free from all encumbrances; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Vine Street CRA shall reimburse the City for costs incurred by the City in furtherance of community redevelopment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City. To the extent permitted by the Redevelopment Act, the Vine Street CRA shall reimburse the City for all costs incurred by the City on behalf of the Vine Street CRA in connection with the issuance of the 2024B Bonds (and any bonds issued to refund the 2024B Bonds for debt service savings) as described in Section 3.C. hereof. In the event tax increment revenues are not sufficient to immediately reimburse the City for these payments, then, in addition to the amounts due the City as described in the immediately preceding sentence, the Vine Street CRA shall pay the same interest rate due on the 2024B Bonds on amounts paid by the City from the date paid by the City until and including the date reimbursed by the Vine Street CRA.

3. Financing.

A. The City’s issuance of the 2024B Bonds are authorized by and in accordance with the 2024 Bond Documents for the purpose of financing the 2024B CRA Project and for other lawful purposes authorized by the 2024 Bond Documents. The debt service on the 2024B Bonds is not secured by any amounts pledged to the City hereunder.

B. In consideration of the payment of the tax increment revenues by the Vine Street CRA to the City to pay the 2024B Bonds, the City has financed the cost of the 2024B CRA Project through the issuance of the 2024B Bonds pursuant to the 2024 Bond Documents.

C. Upon execution of this Agreement and thereafter immediately upon receipt, the Vine Street CRA shall deposit or cause to be deposited tax increment revenues received by the Vine Street CRA with the City in amounts sufficient to pay the following (collectively, the "CRA Obligations"):

(i) all principal, interest and any other amounts paid and not previously reimbursed by the Vine Street CRA or payable each fiscal year on the 2024B Bonds (as provided in Exhibit A hereto) pursuant to the 2024 Bond Documents by reason of the issuance of the 2024B Bonds; and

(ii) all amounts necessary to reimburse the City for amounts advanced or expended by it to pay any of the items mentioned in clause (i) above and any interest thereon as prescribed in Section 2 hereof.

The obligation to transfer the tax increment revenues to the City to pay the CRA Obligations specified in clauses (i) and (ii) above shall survive the date on which the 2024B Bonds are no longer due and owing under the 2024 Bond Documents.

D. In order to secure its indebtedness to the City for the CRA Obligations, the Vine Street CRA hereby pledges to the City the tax increment revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas subsequently established by the Vine Street CRA are not pledged in any manner to secure the CRA Obligations.

E. The Vine Street CRA is presently entitled to receive the tax increment revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment revenues, and the Vine Street CRA will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(24), Florida Statutes) to appropriate its proportionate share of the tax increment revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby to the extent as described herein. The Vine Street CRA and the City shall be unconditionally and irrevocably obligated so long as the 2024B Bonds are outstanding, and until the payment in full by the Vine Street CRA of its indebtedness to the City for the CRA Obligations, to take all lawful action necessary

or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the tax increment revenues as now or later required by law, and to make or cause to be made any deposits of tax increment revenues or other funds required by this Agreement and the 2024 Bond Documents.

F. The Vine Street CRA does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in the 2024 Bond Documents and this Agreement, including payment of the CRA Obligations.

4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

5. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

7. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

8. City Commission Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the 2024B Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Commission of the City, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Commission of the City under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Commission of the City are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the 2024B Bonds on the part of the City.

9. Board Members of the Vine Street CRA Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the 2024B Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any



board members of the Vine Street CRA, past, present or future, either directly or through the Vine Street CRA it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Vine Street CRA under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Vine Street CRA are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

10. Obligations Limited. By execution of this Agreement, the Vine Street CRA hereby consents to all the provisions of the 2024 Bond Documents as they pertain to the 2024B Bonds. The obligation to pay to the City the CRA Obligations shall not be deemed to constitute a debt of the Vine Street CRA or a pledge of the faith and credit of the Vine Street CRA, but, such CRA Obligations shall be payable solely from the tax increment revenues to be received by the Vine Street CRA pursuant to the Redevelopment Act. The Vine Street CRA has no taxing power.

11. Eligibility to Receive Tax Increment Revenues. The Vine Street CRA shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order to receive tax increment revenues and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the 2024B Bonds issued under the 2024 Bond Documents are outstanding and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

Date: \_\_\_\_\_, 2025

CITY OF KISSIMMEE, FLORIDA

\_\_\_\_\_  
Mayor-Commissioner

THE CITY OF KISSIMMEE VINE STREET  
COMMUNITY REDEVELOPMENT  
AGENCY

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

BOND DEBT SERVICE

City of Kissimmee, Florida  
Taxable Capital Improvement Revenue Bonds, Series 2024B  
\*\* Final Pricing Numbers \*\*

Dated Date 10/09/2024  
Delivery Date 10/09/2024

| Period<br>Ending | Principal  | Interest      | Debt Service  | Annual<br>Debt Service |
|------------------|------------|---------------|---------------|------------------------|
| 04/01/2025       |            | 343,710.71    | 343,710.71    |                        |
| 10/01/2025       | 145,000    | 359,697.25    | 504,697.25    | 848,407.96             |
| 04/01/2026       |            | 356,688.50    | 356,688.50    |                        |
| 10/01/2026       | 135,000    | 356,688.50    | 491,688.50    | 848,377.00             |
| 04/01/2027       |            | 353,921.00    | 353,921.00    |                        |
| 10/01/2027       | 140,000    | 353,921.00    | 493,921.00    | 847,842.00             |
| 04/01/2028       |            | 351,044.00    | 351,044.00    |                        |
| 10/01/2028       | 145,000    | 351,044.00    | 496,044.00    | 847,088.00             |
| 04/01/2029       |            | 348,006.25    | 348,006.25    |                        |
| 10/01/2029       | 150,000    | 348,006.25    | 498,006.25    | 846,012.50             |
| 04/01/2030       |            | 344,826.25    | 344,826.25    |                        |
| 10/01/2030       | 160,000    | 344,826.25    | 504,826.25    | 849,652.50             |
| 04/01/2031       |            | 341,330.25    | 341,330.25    |                        |
| 10/01/2031       | 165,000    | 341,330.25    | 506,330.25    | 847,660.50             |
| 04/01/2032       |            | 337,642.50    | 337,642.50    |                        |
| 10/01/2032       | 315,000    | 337,642.50    | 652,642.50    | 990,285.00             |
| 04/01/2033       |            | 330,460.50    | 330,460.50    |                        |
| 10/01/2033       | 330,000    | 330,460.50    | 660,460.50    | 990,921.00             |
| 04/01/2034       |            | 322,854.00    | 322,854.00    |                        |
| 10/01/2034       | 345,000    | 322,854.00    | 667,854.00    | 990,708.00             |
| 04/01/2035       |            | 314,815.50    | 314,815.50    |                        |
| 10/01/2035       | 365,000    | 314,815.50    | 679,815.50    | 994,631.00             |
| 04/01/2036       |            | 306,128.50    | 306,128.50    |                        |
| 10/01/2036       | 380,000    | 306,128.50    | 686,128.50    | 992,257.00             |
| 04/01/2037       |            | 296,989.50    | 296,989.50    |                        |
| 10/01/2037       | 400,000    | 296,989.50    | 696,989.50    | 993,979.00             |
| 04/01/2038       |            | 287,269.50    | 287,269.50    |                        |
| 10/01/2038       | 420,000    | 287,269.50    | 707,269.50    | 994,539.00             |
| 04/01/2039       |            | 276,748.50    | 276,748.50    |                        |
| 10/01/2039       | 440,000    | 276,748.50    | 716,748.50    | 993,497.00             |
| 04/01/2040       |            | 265,726.50    | 265,726.50    |                        |
| 10/01/2040       | 460,000    | 265,726.50    | 725,726.50    | 991,453.00             |
| 04/01/2041       |            | 254,203.50    | 254,203.50    |                        |
| 10/01/2041       | 485,000    | 254,203.50    | 739,203.50    | 993,407.00             |
| 04/01/2042       |            | 241,569.25    | 241,569.25    |                        |
| 10/01/2042       | 510,000    | 241,569.25    | 751,569.25    | 993,138.50             |
| 04/01/2043       |            | 228,283.75    | 228,283.75    |                        |
| 10/01/2043       | 535,000    | 228,283.75    | 763,283.75    | 991,567.50             |
| 04/01/2044       |            | 214,347.00    | 214,347.00    |                        |
| 10/01/2044       | 565,000    | 214,347.00    | 779,347.00    | 993,694.00             |
| 04/01/2045       |            | 199,628.75    | 199,628.75    |                        |
| 10/01/2045       | 595,000    | 199,628.75    | 794,628.75    | 994,257.50             |
| 04/01/2046       |            | 183,980.25    | 183,980.25    |                        |
| 10/01/2046       | 625,000    | 183,980.25    | 808,980.25    | 992,960.50             |
| 04/01/2047       |            | 167,542.75    | 167,542.75    |                        |
| 10/01/2047       | 655,000    | 167,542.75    | 822,542.75    | 990,085.50             |
| 04/01/2048       |            | 150,316.25    | 150,316.25    |                        |
| 10/01/2048       | 690,000    | 150,316.25    | 840,316.25    | 990,632.50             |
| 04/01/2049       |            | 132,169.25    | 132,169.25    |                        |
| 10/01/2049       | 730,000    | 132,169.25    | 862,169.25    | 994,338.50             |
| 04/01/2050       |            | 112,970.25    | 112,970.25    |                        |
| 10/01/2050       | 765,000    | 112,970.25    | 877,970.25    | 990,940.50             |
| 04/01/2051       |            | 92,659.50     | 92,659.50     |                        |
| 10/01/2051       | 805,000    | 92,659.50     | 897,659.50    | 990,319.00             |
| 04/01/2052       |            | 71,286.75     | 71,286.75     |                        |
| 10/01/2052       | 850,000    | 71,286.75     | 921,286.75    | 992,573.50             |
| 04/01/2053       |            | 48,719.25     | 48,719.25     |                        |
| 10/01/2053       | 895,000    | 48,719.25     | 943,719.25    | 992,438.50             |
| 04/01/2054       |            | 24,957.00     | 24,957.00     |                        |
| 10/01/2054       | 940,000    | 24,957.00     | 964,957.00    | 989,914.00             |
|                  | 14,140,000 | 14,617,577.46 | 28,757,577.46 | 28,757,577.46          |

## ITEM 8.D

### (VSCRA) Change orders for Kissimmee Utility Authority Line Extension Contracts for the Vine Street CRA

#### Request

Approval of change orders for Contract #20230210 and Contract #20230212 for the Kissimmee Utility Authority Contract for Line Extension Services for the streetlight upgrades on the Vine Street corridor.

#### Explanation

In 2023, the Vine Street Community Redevelopment Agency (CRA) approved the Kissimmee Utility Authority (KUA) Contracts for Line Extension Services for the installation of new streetlights on Vine Street. The upgrades were divided into the following sections:

1. Michigan Ave to Main Street
2. Main Street to John Young Parkway
3. John Young Parkway to Thacker Ave.
4. Thacker Ave. to Phillip Street
5. Phillip Street to Dyer Blvd.
6. Dyer Blvd to Armstrong Blvd.
7. Armstrong Blvd. to Hoagland Blvd.

Costs for upgrades in sections 3 and 4 are higher than the estimated amount. Therefore, Staff requests a change order for the following contracts related to these sections.

| PO Number | Contract Number | Section | Amount       | Change Order Amount | Total        |
|-----------|-----------------|---------|--------------|---------------------|--------------|
| 23001847  | 20230212        | 4       | \$91,453.68  | \$42,549.14         | \$134,002.82 |
| 23001848  | 20230210        | 3       | \$154,324.03 | \$15,750.80         | \$170,074.83 |

#### Financial Information

| Account #        | Project # | Increase / Decrease | Budget  | Actual    |
|------------------|-----------|---------------------|---------|-----------|
| 10725506- 506393 | CR2503    | Decrease            | 750,000 | 58,299.94 |

#### Financial Summary:

The total amount needed for the Change orders (\$58,299.94) will come from the FY 24-25 Capital Budget "Legacy Project".

#### Recommendation

Approval of changes orders for Contract #20230210 and Contract #20230212 for the Kissimmee Utility Authority Contract for Line Extension Services for the streetlight upgrades on the Vine Street corridor.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: David Rodriguez

**Attachment(s):**

1. Contract 20230212 Kua Line Extension Contract
2. Contract 20230210 Kua Line Extension Contract
3. Contract 20230212 Invoice
4. Contract 20230210 Invoice

CONTRACT # \_\_\_\_\_  
PROJECT # EO0025047  
CUSTOMER # 5256

### CONTRACT FOR LINE EXTENSION

**This Contract For Line Extension Services ("Contract")** is made and entered into this 6th day of June, 2023 by and between the Kissimmee Utility Authority ("KUA") and Vine Street Community Redevelopment Agency (hereinafter the "Applicant").

#### WITNESSETH:

#### WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at:  
Vine St. (Thacker to Phillip), KUA will remove (16) 250w HPS sphere lights, davit poles, and will install LED Mongoose lights on 40 ft. black aluminum poles. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
1. Extension or upgrade of existing facilities – 70% of the total cost.
  2. Relocation/conversion of existing facilities – 100% of the total cost.
  3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:

**KUA Total Estimated Cost** \$ 91,453.68

**Required Applicant Deposit**

|                                     |
|-------------------------------------|
| <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> |

|                              |                     |
|------------------------------|---------------------|
| 70% of Estimated Total Cost  | \$ _____            |
| 100% of Estimated Total Cost | \$ <u>91,453.68</u> |

- F. KUA will not proceed with any work until the Contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the customer's project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

#### NOW THEREFORE, the Parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in Section E above at the time of execution of this Contract.
2. The required deposit is based on an estimate only and represents the recent

inventory cost for KUA to provide the Line Extension. **Costs are subject to change without further notice.**

3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of thirty (30) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the thirty day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the Contract is executed, the Estimate is also only valid for six (6) months from the effective date of this Contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this Contract; or (2) not complete work on the project within six months of the effective date of this Contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this Contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this agreement and/or refuse to provide and/or disconnect any electric service to the Project in the event the owner/developer fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this Contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.
7. If the Applicant fails to commence work within one (1) year of the effective date of this Contract, KUA may cancel the Contract and refund part or all of the deposit paid by the Applicant; provided however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this Contract, including, but not limited to, costs associated with installation of facilities contemplated by this Contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
8. Upon KUA's completion of all work covered under this Contract, KUA will reconcile actual costs to the Estimate.
  - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant shall remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
  - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
  - c. Should the difference between the Applicant's required payment, based on the total actual cost, and Applicant deposit equate to less than \$100.00, then neither a refund will be given



to the Applicant nor will the Applicant be required to make an additional payment.

9. Requirements of Applicant: The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Operations Department.
- a. For underground electric systems the Applicant will be required to install all conduit as specified by KUA.
  - b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
  - c. Where required, easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
  - d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
  - e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
  - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
  - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this Contract.
  - h. The Applicant shall use reasonable care to avoid damaging KUA facilities. KUA property shall be defined as any and all facilities installed and/or maintained by KUA. This shall include, but not be limited too, all conduit, wires, transformers, junction boxes, meters, etc. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
10. All electric facilities installed by KUA under this Contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.
11. No provision in this Contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.
12. KUA and Applicant jointly acknowledge that both are political subdivisions of the State of Florida. Without waiving its sovereign immunity, and if and only to the extent provided by law and subject to both Parties' sovereign immunity limits and protections, each party agrees to indemnify and hold the other party harmless from and against all liabilities, claims, losses and expenses, including reasonable attorneys' fees, which arise out of and/or result solely from its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes. KUA and Applicant agree that nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of either party to be sued; or (iii) a waiver of sovereign immunity by either party beyond the waiver provided in Section 768.28, Florida Statutes.
13. Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of

competent jurisdiction of Osceola County, Florida.

14. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
15. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
16. The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

**KISSIMMEE UTILITY AUTHORITY**

Felix Escobar

Digitally signed by Felix  
Escobar  
Date: 2023.04.25 14:08:12  
+04'00'

Manager of Distribution Engineering

Digitally signed by Larry  
Mattern  
Date: 2023.04.28 08:32:08  
-04'00'

Vice President  
Operations Department

**APPLICANT**

Vine Street Community Redevelopment Agency

Print or Type Name

Olga Gonzalez, CRA Chair

Title of Signatory

Olga Gonzalez

Signature

Jun 07 2023

Date Approved

**ATTEST:**

Linda S. Hansell

City Clerk

**AMOUNT DEPOSIT PAID \$** \_\_\_\_\_



CONTRACT # \_\_\_\_\_  
PROJECT # EO0025046  
CUSTOMER # 5256

### CONTRACT FOR LINE EXTENSION

**This Contract For Line Extension Services ("Contract")** is made and entered into this 6th day of June, 2023 by and between the Kissimmee Utility Authority ("KUA") and Vine Street Community Redevelopment Agency (hereinafter the "Applicant").

#### WITNESSETH:

#### WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as "line extension") of KUA's electric system in order to serve the facilities located at:  
Vine St. (Thacker to John Young Pkwy), KUA will remove (27) 250w HPS sphere lights, davit poles, and will install LED Mongoose lights on 40 ft. black aluminum poles. ("Project").
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA's cost to plan, design and construct the line extension as follows:
1. Extension or upgrade of existing facilities – 70% of the total cost.
  2. Relocation/conversion of existing facilities – 100% of the total cost.
  3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate ("Estimate") for the line extension as follows:

**KUA Total Estimated Cost** \$ 154,324.03

**Required Applicant Deposit**

|                                     |
|-------------------------------------|
| <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> |

|                              |                      |
|------------------------------|----------------------|
| 70% of Estimated Total Cost  | \$ _____             |
| 100% of Estimated Total Cost | \$ <u>154,324.03</u> |

- F. KUA will not proceed with any work until the Contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the customer's project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant's project schedule and requested completion date of KUA's work.

#### NOW THEREFORE, the Parties hereto agree as follows:

1. The Applicant is required to pay the "Required Applicant Deposit" amount shown in Section E above at the time of execution of this Contract.
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  - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this Contract.
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12. KUA and Applicant jointly acknowledge that both are political subdivisions of the State of Florida. Without waiving its sovereign immunity, and if and only to the extent provided by law and subject to both Parties' sovereign immunity limits and protections, each party agrees to indemnify and hold the other party harmless from and against all liabilities, claims, losses and expenses, including reasonable attorneys' fees, which arise out of and/or result solely from its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes. KUA and Applicant agree that nothing contained herein shall be construed or interpreted as:
  - (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida;
  - (ii) the consent of either party to be sued;
  - or (iii) a waiver of sovereign immunity by either party beyond the waiver provided in Section 768.28, Florida Statutes.
13. Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of

competent jurisdiction of Osceola County, Florida.

14. The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
15. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
16. The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

**KISSIMMEE UTILITY AUTHORITY**

Felix Escobar  
Digitally signed by Felix Escobar  
Date: 2023.04.25 14:07:23 -04'00'  
Manager of Distribution Engineering  
Digitally signed by Larry Mattern  
Date: 2023.04.28 08:34:29 -04'00'  
Vice President  
Operations Department

**APPLICANT**

Vine Street Community Redevelopment Agency  
Print or Type Name  
Olga Gonzalez, CRA Chair  
Title of Signatory

Olga Gonzalez  
Signature  
Jun 07 2023  
Date Approved

**ATTEST:**  
Linda S. Hansell  
City Clerk

**AMOUNT DEPOSIT PAID \$** \_\_\_\_\_





LINE EXTENSION CONTRACT  
DEPOSIT INVOICE

Operations Department  
1701 W Carroll St.  
Kissimmee, FL 34741  
Ph. (407) 933-7777

INVOICE # EO0025047  
CUSTOMER #: 5256  
DATE: NOVEMBER 14, 2024

TO Vine Street Community Redevelopment Agency

| PROJECT LOCATION              | PURCHASE ORDER |  |
|-------------------------------|----------------|--|
| Vine St. (Thacker to Phillip) | 23001847       |  |

| PROJECT DESCRIPTION                                                                                                       | AMOUNT DUE    |
|---------------------------------------------------------------------------------------------------------------------------|---------------|
| KUA will remove (16) 250w HPS sphere lights, davit poles, and install LED Mongoose lights on 40 ft. black aluminum poles. | \$ 134,002.82 |

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THIS ESTIMATE, PLEASE CONTACT THE OPERATIONS DEPARTMENT AT (407) 933-7777, EXTENSION 6600.



| PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE |                                                                                                    |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------|
| LINE EXTENSION CONTRACT                          | AMOUNT DUE: \$ 134,002.82                                                                          |
| DATE:                                            | 11/14/24                                                                                           |
| INVOICE #:                                       | EO0025047                                                                                          |
| CUSTOMER NAME:                                   | Vine Street Community Redevelopment Agency                                                         |
| CUSTOMER #:                                      | 5256                                                                                               |
| REMIT AND MAKE CHECK PAYABLE TO:                 | Kissimmee Utility Authority<br>Operations Department<br>1701 W. Carroll St.<br>Kissimmee, FL 34741 |



LINE EXTENSION CONTRACT  
BALANCE DUE

Operations Department  
1701 W Carroll St.  
Kissimmee, FL 34741  
Ph. (407) 933-7777

INVOICE # EO0025046  
CUSTOMER #: 5256  
DATE: OCTOBER 14, 2024

TO Vine Street Community Redevelopment Agency  
101 N. Church St.  
Kissimmee, FL 34741

| PROJECT LOCATION                   | PURCHASE ORDER NO. |
|------------------------------------|--------------------|
| Vine St. (Thacker/John Young Pkwy) | 23001848           |

| PROJECT DESCRIPTION                                                                                                     | AMOUNT DUE    |
|-------------------------------------------------------------------------------------------------------------------------|---------------|
| KUA removed (27) 250w HPS sphere lights, davit poles, and installed LED Mongoose lights on 40 ft. black aluminum poles. | \$ 170,074.83 |

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THIS ESTIMATE, PLEASE CONTACT THE OPERATIONS DEPARTMENT AT (407) 933-7777, EXTENSION 6600.



| PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE |                                                                                                    |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------|
| LINE EXTENSION CONTRACT                          | AMOUNT DUE: \$ 170,074.83                                                                          |
| DATE:                                            | 10/14/24                                                                                           |
| INVOICE #:                                       | EO0025046                                                                                          |
| CUSTOMER NAME:                                   | VINE STREET COMMUNITY REDEVELOPMENT AGENCY                                                         |
| CUSTOMER #:                                      | 5256                                                                                               |
| REMIT AND MAKE CHECK PAYABLE TO:                 | Kissimmee Utility Authority<br>Operations Department<br>1701 W. Carroll St.<br>Kissimmee, FL 34741 |



## ITEM 8.E

### (VSCRA) Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor.

#### Request

Approval of the Kissimmee Utility Authority Contract for Line Extension Services, Contract #20250166, for streetlight upgrades on the Vine Street corridor.

#### Explanation

The Vine Street Community Redevelopment Agency (CRA) aspires to create strong lighting elements to establish district identity and improve visual edges along streets and thoroughfares. Furthermore, inadequate street lighting is one of the five key factors contributing to unsafe conditions in the CRA area.

The 2012 CRA Master Plan prioritizes the development and implementation a streetscape plan that includes lighting, landscaping and public realm enhancements. The CRA is actively making strides that contribute to the enhancement of the public realm — the CRA adopted the Landscape Master Plan in 2022 and is working with the Florida Department of Transportation on the US 192 resurfacing project that encompasses the entire Vine Street corridor.

Working with the Kissimmee Utility Authority (KUA), the CRA is currently upgrading the existing halogen sphere streetlights to new LED mongoose lights along the Vine Street corridor, which were divided into the following sections:

1. Michigan Ave to Main Street
2. Main Street to John Young Parkway
3. John Young Parkway to Thacker Ave.
4. Thacker Ave. to Phillip Street
5. Phillip Street to Dyer Blvd.
6. Dyer Blvd to Armstrong Blvd.
7. Armstrong Blvd. to Hoagland Blvd.

Sections 1-4 and 7 are complete. At this time, Staff is requesting approval of the Contract for Line Extension Services for upgrades in sections 5 and 6, with an estimated total of \$211,436.09.

#### Financial Information

| Account #        | Project # | Increase / Decrease | Budget  | Actual  |
|------------------|-----------|---------------------|---------|---------|
| 10725506- 506393 | CR2503    | Decrease            | 750,000 | 211,436 |

#### Financial Summary:

This project is programmed in the FY 24-25 Capital Budget as "Legacy Project".

City of Kissimmee

## **Recommendation**

Approval of the Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor.

### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Economic Development

Presenter: David Rodriguez

### **Attachment(s):**

1. (S) VSCRA-KUA Contract for Line Extension on Vine St.

CONTRACT FOR LINE EXTENSION

This Contract for Line Extension Services (“Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Kissimmee Utility Authority (“KUA”) and \_\_\_\_\_ Vine Street Community Redevelopment Agency (hereinafter the “Applicant”).

WITNESSETH:

WHEREAS:

- A. The Applicant desires a relocation, extension (temporary or permanent) and/or upgrade (hereinafter referred to collectively as “line extension”) of KUA’s electric system in order to serve the facilities located at:  
Vine St. (from 2508 to 3516 Vine St.), KUA will remove (31) 250w HPS sphere lights on davit poles, and install LED Mongoose lights on 40 ft. black aluminum poles. (“Project”).
- B. The Applicant is the owner, or agent of the owner, of the real property referenced above and upon which the line extension will be made.
- C. KUA requires that a written agreement be made between KUA and the Applicant desiring the line extension.
- D. The Applicant is required to pay for KUA’s cost to plan, design and construct the line extension (“Line Extension Activities”) as follows:

1. Extension or upgrade of existing facilities – 70% of the total cost.

2. Relocation/conversion of existing facilities – 100% of the total cost.

3. Temporary Installation of facilities – 100% of the total cost.
- E. Based on the plans, documents and other information submitted to KUA by the Applicant, KUA has prepared a cost estimate (“Estimate”) for the line extension as follows:

KUA Total Estimated Cost\$ 211,436.09

Required Applicant Deposit

☐ 70% of Estimated Total Cost\$

☒ 100% of Estimated Total Cost\$ 211,436.09
- F. KUA will not proceed with any work until the contract is executed and the required Applicant deposit is made. The line extension work may require the purchase of long lead time materials that are not normally stocked by KUA. KUA charges the actual inventory cost of materials to the Applicant’s project at time of construction. Failure of the Applicant to execute the Contract and remit the required deposit could impact the Applicant’s project schedule and requested completion date of KUA’s work.

KUA has no control over lead times of some major materials required to complete the Line Extension Activities. Markets for these major materials have been and may be subject to severe supply chain constraints, resulting in material lead times that could significantly delay KUA construction activities. The estimated lead times for major materials needed for Line Extension Activities are set forth in Exhibit A, attached. The lead times set forth in Exhibit A are estimates only and subject to change. The Parties acknowledge and agree that KUA has no control over the accuracy of the lead times listed in Exhibit A.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Applicant is required to pay the “Required Applicant Deposit” amount shown in Section E above at the time of execution of this Contract.
2. The required deposit is based on an estimate only and represents the recent inventory cost for KUA to provide the Line Extension. **Costs are subject to change without further notice.**

3. This Estimate only covers work to be performed by KUA. This does not include any work that may be required by the Applicant.
4. This Estimate is valid for a period of thirty (30) days from the date of the Estimate. Should the Applicant not enter into this Line Extension Contract and submit the required payment prior to the end of the thirty-day period, it may be necessary for KUA to recalculate the Estimate based upon more current prices. KUA shall be the sole judge as to whether a recalculation is necessary.
5. Once the Contract is executed, the Estimate is also only valid for six (6) months from the effective date of this contract. Should the Applicant either (1) fail to initiate work on the project within six months of the effective date of this contract; or (2) not complete work on the project within six months of the effective date of this contract, the original estimate may no longer apply and be subject to recalculation. KUA shall be the sole judge as to whether a recalculation is necessary. The recalculation may include, but not be limited to, a revised cost estimate, revised time frames and/or revised scope of work in general. Upon completion of KUA's recalculation, a revised Estimate will be submitted to the Applicant. The Applicant will be required to execute an addendum to this Contract and remit the difference between the original and revised estimate within 30 days of receipt of the revised estimate. KUA may cease installation of any facilities contemplated by this Contract and/or refuse to provide and/or disconnect any electric service to the Project in the event the owner/developer fails to execute the addendum as required or to pay the revised estimate incorporated in the addendum within the required time frame (30 days).
6. KUA shall not be obligated to install any facilities covered by this Contract until the Applicant commences work on the Project. Once the Applicant commences work on the Project, KUA's obligation to install facilities shall only apply to those portions of the Project where work has commenced and is ongoing. KUA may, at its option, cease or delay installation of electric facilities until the Applicant's construction is, in KUA's determination, satisfactorily progressing on the premises, buildings or dwelling units to be served.
7. The Applicant understands that KUA has no control over the lead times of the materials needed for the Line Extension Activities. Therefore, the Applicant agrees that KUA will neither be responsible nor liable for any delays, and the losses, damages or penalties, directly or indirectly, occasioned by such delays that may be incurred by the Applicant, as a result of the lengthy material lead times. Accordingly, Applicant agrees to hold KUA harmless for any and all consequences of such delays.
8. Payment of the Applicant Deposit does not reserve materials for Applicant's project. If KUA has the necessary material(s) on hand and the Applicant has satisfied its obligations under this Contract, then construction may begin regardless of material lead time. Otherwise, Line Extension Activities will commence when all necessary major materials are in KUA's possession (provided Applicant has satisfied its obligations under this Contract).
9. If the Applicant fails to commence work within one (1) year of the effective date of this Contract, KUA may cancel the Contract and refund part or all of the deposit paid by the Applicant; provided, however, that KUA shall not be required to refund any deposit amounts that cover KUA's actual costs incurred related to this Contract, including, but not limited to, costs associated with installation of facilities contemplated by this Contract, and costs associated with the planning of such facilities prior to their installation (including, but not limited to, costs of engineering, procurement of supplies and materials and other related costs).
10. Upon KUA's completion of all work covered under this Contract, KUA will reconcile actual costs to the Estimate.
  - a. Should the Applicant's calculated required payment, based on the total actual cost, exceed the required Applicant deposit, the Applicant shall remit the difference. KUA shall submit an invoice to the Applicant for the difference. The Applicant shall pay the invoice within thirty (30) days of the invoice date. If payment is not received within the stated period, electric service to the Project is subject to termination and such terminated service shall not be restored until the payment has been received.
  - b. Should Applicant's calculated required payment, based on the total actual cost, be less than the Applicant deposit, KUA will remit a refund to the Applicant for the difference.
  - c. Should the difference between the Applicant's required payment, based on the total actual cost, and Applicant deposit equate to less than \$100.00, then neither a refund will be given to the Applicant nor will the Applicant be required to make an additional payment.

11. **Imposition of Liens**

- a. In the event the Applicant fails to make any payment to KUA in a timely manner as required by this Contract, Applicant hereby grants to KUA an automatic lien on the Project's real property to secure the amount owed to KUA under this Contract, including interest (calculated at the maximum rate allowed by law), costs and attorney's fees. Applicant agrees the lien will become effective upon KUA's filing and recording of a claim of lien against the Project's real property in the official records of Osceola County.
- b. Applicant agrees that this Contract constitutes adequate notice of KUA's claim of lien in the event Applicant fails to make payment as required hereunder.
- c. At KUA's option, such lien may be foreclosed in the manner provided by law for the foreclosure of mortgages.
- d. Upon Applicant's payment of all amounts owed under this Contract, KUA shall, upon Applicant's written request, execute and deliver to Applicant an instrument, in recordable form, releasing the lien. Such release shall have no affect on Applicant's ongoing obligations under this Agreement.

12. **Requirements of Applicant:** The following are basic obligations of the Applicant. Additional requirements will be provided to the Applicant by KUA's Operations department.

- a. For underground electric systems the Applicant will be required to install all conduit and transformer pads as specified by KUA.
  - b. The Applicant shall guarantee and be responsible for the integrity of the conduit installation until KUA has installed its cables in the conduit system.
  - c. Easements are required whenever KUA facilities (both primary and secondary voltages) are installed on private property. Easements shall be provided by the Applicant at no cost to KUA. Any required surveys and/or legal descriptions shall be the responsibility of the Applicant. KUA will not install any electric facilities until the required easements have been submitted and approved by KUA.
  - d. Where plats are utilized, a final recorded plat, including all required utility easements, shall be submitted to KUA. KUA will not set any meters and energize any facilities within the project until the final recorded plat has been received.
  - e. KUA does not accept "blanket" easements. All required easements must be in the form specified by KUA and will generally be in the form of a plat or individual easement deed.
  - f. The Applicant will be required to submit a Final Grade Release form, if applicable, ensuring that all installation routes are cleared and are at final grade.
  - g. The Applicant shall stake property pins, property lines, easements and rights-of-way lines as requested by KUA. The Applicant shall maintain clearing, grading and staking until KUA completes construction of the facilities covered under this contract.
  - h. The Applicant shall use reasonable care to avoid damaging KUA property. If the owner/developer's failure to use reasonable care causes damage to any of this property, the developer/owner shall replace or repair the damage at no expense to KUA.
13. All electric facilities installed by KUA under this Contract shall remain the property of KUA, even though the Applicant makes a financial contribution towards the construction cost. Conduit and/or pads installed by the Applicant for KUA's electric facilities will become the property and responsibility of KUA upon completion of the line extension project.
14. No provision in this Contract is intended, nor shall be construed, to be a waiver for any purpose by KUA of its sovereign immunity, and any accompanying limitations on KUA's liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.
15. The Applicant covenants and agrees to indemnify, defend and save harmless KUA and/or its board members, officials, directors, partners, consultants, agents, and/or employees ("Indemnified Parties") from any and all liability, claims, suits damages, causes of action (including, without limitation, claims for any personal injury, loss of life or damage to property), cost, expenses (including, without limitation, expenses for any and all attorney's fees and/or expert witness fees and related costs), injury or loss which KUA and/or the Indemnified Parties suffer themselves or to which they may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the owner/developer, his contractor, subcontractor, any person or organization employed by any of them to perform or furnish any of the work on the Project or anyone for whose acts any of them may be liable.

16.

Jurisdiction and venue under any claim or cause of action arising under this Contract, or related to performance thereunder, shall lie in the courts of competent jurisdiction of Osceola County, Florida.
17.

The Applicant will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
18.

No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract. All modifications, amendments and/or addenda to the Contract must be made in a writing or writings executed by owner/developer and KUA in order to be legally enforceable.
19.

The terms and conditions of this Contract shall have no applicability to any individual or entity other than the Applicant and KUA. The Parties do not intend for this Contract to benefit directly or indirectly any party not a signatory hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

KISSIMMEE UTILITY AUTHORITY

APPLICANT

WESLEY  
INFINGER

 Digitally signed by WESLEY  
INFINGER  
Date: 2025.01.14 13:53:33 -05'00'

Assistant Vice President of E & O

Vine Street Community Redevelopment Agency  
Print or Type Name

 Digitally signed by Larry  
Mattern  
Date: 2025.01.14  
15:03:41 -05'00'

Vice President of Operations

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_

AMOUNT DEPOSIT PAID \$ \_\_\_\_\_

CHECK NO. \_\_\_\_\_

**EXHIBIT A – MATERIAL LEAD TIMES**

Due to current supply chain constraints, material lead times may be significantly delayed. Below are the current lead times for the following materials. KUA has no control over the accuracy of the lead times listed herein.

- Primary Cable 38 - 50 weeks
- Pad mount boxes 25 weeks
- Secondary Cable 40 weeks
- Pad switch gear 64 weeks
- Meters 52 weeks
- 1 Ph transformer 64 weeks
- 3 Ph transformer 130 weeks