MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 6, 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 Proclamation - Foster Youth Connection Month
   - 3.B Proclamation - Lupus Awareness Month
   - 3.C Proclamation - Mental Health Awareness
   - 3.D Proclamation - The Welcome Table Ministries, Inc.
   - 3.E Employee of the month for May
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 April 15, 2025, workshop and commission meeting
   - 7.B Addendum to Guaranteed Maximum Price for Lancaster Ranch Park Phase 1B
   - 7.C RFP 2025-004 Independent Security and Protection Services for Schools (Selection of Proposal)
   - 7.D Authorization to trade old Computer Voice Stress Analysis (CVSA) Computer with new purchase
   - 7.E State Housing Initiatives Partnership (SHIP) Roof Replacement Agreement for 1542 Amherst Lane, Kissimmee, FL 34744
   - 7.F State Housing Initiatives Partnership Funding for Fiscal Year 2024-2025
   - 7.G Amendment to the Development Services Building Division Budget for a Building Inspector Position
   - 7.H Permanent Right-Of-Way Easement Agreement between Tabeer Shaikh and the City of Kissimmee
   - 7.I Airport Marketing Service Agreement Extension
   - 7.J Sidewalk Easement for the Osceola Village Apartments

7.K First Extension of Continuing Surveying Services Contracts

7.L State Housing Initiatives Partnership (SHIP) Roof Replacement Agreement for 3446 Fox Crossing Drive, Kissimmee, FL 34741

7.M Disposal of City Assets

8. DISCUSSION ITEMS

8.A Consideration of Downtown Kissimmee Hotel Development Proposals

8.B Connect Kissimmee - Complete Streets Improvement Project Update

8.C Advisory Board Vacancy: Planning Advisory Board

8.D Annual Advisory Board vacancies with terms ending May 31, 2025

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A
Proclamation - Foster Youth Connection Month

Request

Presentation of the Foster Youth Connection Month Proclamation to Jeff and Ashley Call, founders of Legacy's Gift.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation- Foster Youth Connection Month 2025

Proclamation

City of Kissimmee Florida

FOSTER YOUTH CONNECTION MONTH

WHEREAS, Foster Youth Connection is celebrating its 20th year in Osceola County; and

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

WHEREAS, the 2025 Foster Youth Connection Month is dedicated to former Mayor Olga Gonzalez and the City of Kissimmee commissioners past and present for its longtime support of our Foster youth; and

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

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

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

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

WHEREAS, Greeneway Church will pray for the Foster Children in Osceola County during Foster Youth Connection Month at 7pm on Wednesday, May 7th, 2025; and

WHEREAS, Legacy's Gift will host a PRAY AT THE FLAGPOLE observation for our Foster Youth, conducted during the City of Kissimmee Commissioners meeting at the Kissimmee City Hall, 101 Church Street, Kissimmee, FL 34741, on May 6th, 2025 at 6pm.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of May 2025 as **"Foster Youth Connection Month"** in the City of Kissimmee and encourage our citizens of all cultures to participate in the events that support our local Foster Youth.

IN WITNESS, THEREOF, this is signed this 6th day of May, 2025.

CITY MANAGER **MAYOR-COMMISSIONER**

ITEM 3.B
Proclamation - Lupus Awareness Month

Request

Presentation of the Lupus Awareness Month Proclamation to Denise Rivera, representative from the Lupus Foundation.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation- Lupus Awareness Month 2025

Proclamation

City of Kissimmee Florida

LUPUS AWARENESS MONTH

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

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

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

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

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

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

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

IN WITNESS, THEREOF, this is signed this 6th day of May, 2025.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.C
Proclamation - Mental Health Awareness

Request

Presentation of Mental Health Awareness Proclamation to Park Place Behavioral Health Care.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Mental Health Awareness Month

Proclamation

City of Kissimmee
Florida

MENTAL HEALTH AWARENESS MONTH

WHEREAS, The City of Kissimmee recognizes the importance of raising awareness around mental health and supporting community-based organizations that improve the lives of residents; and

WHEREAS, in observance of Mental Health Awareness Month, the City acknowledges the essential work of Park Place Behavioral Health Care; and

WHEREAS, since 1976, Park Place has provided compassionate, comprehensive care to individuals and families across Central Florida, offering both inpatient and outpatient services for those facing mental health and substance use challenges; and

WHEREAS, Park Place remains a critical lifeline for our community with locations in Kissimmee, Poinciana, and Ocala, and a staff of over 300 dedicated professionals; and

WHEREAS, through City funding, Park Place offers Residential Level IV Adult Substance Abuse Services, supporting transitional care for adults experiencing homelessness, addiction, or co-occurring mental health conditions and connecting individuals with long-term recovery resources; and

WHEREAS, each year, the City Commission directs funding to nonprofits like Park Place, which delivers meaningful, direct support to Kissimmee residents, strengthening our social safety net and enhancing quality of life, and

WHEREAS, by observing Mental Health Awareness Month, the City reaffirms its commitment to mental wellness, reducing stigma, and working with community partners to ensure that no one faces their challenges alone; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of May 2025 as **"Mental Health Awareness Month"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 6th day of May 2025.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.D
Proclamation - The Welcome Table Ministries, Inc.

Request

Presentation of The Welcome Table Ministries, Inc. Proclamation to co-founder Dr. Sandra Nixon Tynes, in celebration of their 25th anniversary.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. The Welcome Table Ministries, Inc

Proclamation

City of Kissimmee
Florida

THE WELCOME TABLE MINISTRIES, INC

WHEREAS, the Welcome Table Ministries was founded in May of 2000 by Deacon Carlton A. Tynes and his wife Dr. Sandra N. Tynes, who had a joint vision to establish a ministry dedicated to serve others; and

WHEREAS, although Deacon Tynes transitioned in December of 2019, the Welcome Table Ministries continues its good work under co-founder Dr. Sandra Nixon Tynes, with an ardent and unwavering mandate to serve the hopeless, the hungry, the homeless, and the helpless among us; and

WHEREAS, Dr. Sandra Nixon Tynes was included in the 118th Congressional Record by the Honorable Darren Soto, and The Welcome Table Ministries has received the Aquamarine Gem Award of Empowerment from HelpNow of Osceola; Community Service Awards from the Osceola Visionaries, Osceola Branch 5121 NAACP, and Dr. Tynes was recognized as a Community Legend by Delta Omicron Omega Chapter of Alpha Kappa Alpha Sorority, Inc.; and

WHEREAS, since it's inception the Welcome Table Ministries has served over 31,000 hot, nutritious, home-cooked meals; and continue to provide, confidential counseling, free resumes, free tutoring in English Language Arts, special holiday treats/gifts, emergency groceries, monetary crisis assistance, in addition to traditional religious services; and

WHEREAS, the Welcome Table Ministries has touched the lives of many in countless ways and strives to fulfill its mission to **"Share the sweet love of Jesus Christ one hot meal and one act of kindness at a time"**; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee congratulate The Welcome Table Ministries, Inc. on their 25th Anniversary and recognize the ministry for its services and partnership with other community organizations in Osceola County to work together for the betterment of the City of Kissimmee as a whole.

IN WITNESS, THEREOF, this is signed this 6th day of May 2025.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.E
Employee of the month for May

Request

Staff requests that the Commission join the City Manager in recognizing Quincy Rosario of the Public Works and Engineering Department as the Employee of the month for May.

Explanation

The City is pleased to announce that Quincy Rosario, a dedicated Facilities Inspector with Public Works, has been named Employee of the Month for May. Quincy commenced his career with the City of Kissimmee two years ago, swiftly becoming an invaluable and respected member of the team.

Quincy consistently demonstrates a positive, approachable manner toward both citizens and employees alike. He takes great pride in his work, his department, and the City of Kissimmee. Quincy consistently exhibits a strong willingness to get the job done and excels as an effective public relations representative for his department and the City. He is always on the lookout for innovative ways to improve processes. He constantly identifies what needs to be done and proactively addresses it without specific direction, going above and beyond to ensure the City is efficiently served, always striving to make a meaningful and lasting impact from within.

Quincy ensured that every request for the repair of lights at the 804 Bryan Property, leased to Congressman Soto, was addressed with minimal impact on his daily work. Quincy assisted in installing the holiday tree and repairing lights at the Kissimmee Main Street property. He ensured that the parade looked its best. While inspecting one of the offices as part of his duties, Quincy noticed a broken light fixture in the staircase and immediately had it repaired.

Quincy consistently works on many tasks to ensure that his work meets the satisfaction of the City of Kissimmee.

The City is proud to recognize Quincy for his outstanding service and dedication to the community.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 7.A
Approval of City Commission Minutes from the April 15, 2025, workshop and commission meeting

Request

Request Commission approval of the April 15, 2025, workshop and commission meeting minutes.

Explanation

Minutes of the workshop and commission meeting held on April 15, 2025, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM MIN APR 15 2025 (Downtown Hotel Proposals Workshop)
2. (S) CCM MIN APR 15 2025

MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP
(DOWNTOWN HOTEL PROPOSALS)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 15, 2025 AT 3:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III (arrived at 3:33 p.m.), 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

City Manager Steigerwald began the workshop by introducing the two development sites up for discussion today: the Civic Center property and the Toho Square site. Each team will have 15 minutes to present, followed by a 5-minute Q&A session with the City Commission. No vote will be taken during this informational workshop, which is intended to provide an opportunity to hear from each development group. A final decision is scheduled to be made at the City Commission meeting on May 6.

2.A Presentation of Lakefront (Civic Center) Hotel Proposals

Each developer was asked to prepare a presentation that addressed the following:

- Developer Qualifications & Experience
- Project Concept
- Economic & Fiscal Impact
- City Support & Requested Incentives
- Public Purpose
- Timeline & Feasibility

Azure Hotel International, Inc. delivered a PowerPoint presentation outlining the format and submission details (Exhibit "A"). A video showcasing the concept and design was also played for the city and audience. The presenter addressed questions from the City Commission related to project funding, staffing, including unionized labor, the projected completion timeline, shared public spaces, marketing strategies, and the team's relevant experience.

IHRMC Hotels and Resorts delivered a PowerPoint presentation outlining the presentation format and submission details (Exhibit "B"). The presenter responded to questions from the City Commission related to project funding, staffing, including unionized labor, completion timeline, shared public spaces, marketing strategies, projected profit margins, integration with city events, prioritization of resident needs, and the team's experience.

2.B Presentation of Toho Square Hotel Proposals

Kissimmee Place Development Group delivered a PowerPoint presentation outlining the presentation format and submission details (Exhibit "C"). The presenter addressed

questions from the City Commission related to funding, staffing, including unionized labor, completion timeline, shared public spaces, parking garage plans, marketing strategies, and the team's experience.

Skyview Companies delivered a PowerPoint presentation outlining the presentation format and submission details (Exhibit "D"). The presenter responded to questions from the City Commission related to funding, staffing, including unionized labor, completion timeline, shared public spaces, marketing strategies, and the team's experience.

3. GENERAL DISCUSSION

4. ADJOURNMENT

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

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

PUBLIC-PRIVATE PARTNERSHIP (PPP)
CITY OF KISSIMMEE

PROJECT'S NAME : AZURE KISSIMMEE DOWNTOWN HOTEL & KISSIMMEE CONVENTION CENTER

"This is the best project for Kissimmee because it generates employment, income and growth without risk for the city."



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AZURE HOTEL INTERNATIONAL INC.

DEVELOPER QUALIFICATION & EXPERIENCE



RAMON GOMEZ
CHIEF EXECUTIVE OFFICER

FOUNDER

- +30 years, in hotel management and real estate development
- Founder of Azure
- Experience in construction and renovation of: **San Juan Marriott, Ritz Carlton San Juan, Westin Rio Mar, La Quinta Louisville, and Hilton, Hampton Inn, Best Western , Embassy Suites, Holiday Inn.**



JUAN VÉLEZ
EVP OF CONSTRUCTION

LEADERSHIP

- CEO of Sky Builders USA
- 20% shareholder in Azure Hotel International Inc.
- +16 years in construction and hotel development

Notable projects:

Hard Rock Hotel Universal Villas @ Disney's Grand Floridian Resort Staybridge Suites Lakeland Daytona One Autograph Collection



RICARDO VELEZ
EVP BUSINESS DEVELOPMENT



MANUEL RIOS
PRESIDENT



ANGELICA MARIA ARELLANO
EVP & CORPORATE SECRETARY



KEVIN ATKIN
CHIEF FINANCIAL OFFICER



DAMIAN REYES
COMMERCIAL REAL ESTATE CONSULTANT



CARLOS RODRIGUEZ
EVP OF OPERATIONS

Project & Strategic Partners

Sky Builders USA: Primary hotel and infrastructure construction

Preferred Hotels & Resorts: Exclusive Luxury and Worldwide Recognition in Hospitality

Pininfarina: International Strategic Partner in Very Exclusive Design with Over 90 Years of Innovation and Creativity.

Broughton Capital Group (BCC) & Evolt Capital: Financing large-scale Global projects, PPP specialization, and financial structuring & investment optimization.

Jennifer D. Newton : Legal house Counsel based in Miami, Fl.

Sky Builders USA

The success of every landmark begins with the right builder.

With over 16 years in business and a leadership team with more than 29 years of construction experience, Sky Builders USA is not just a contractor — it is a trusted partner in the successful delivery of large-scale, high-profile hotel and commercial projects across Florida.

Their portfolio includes:

- Hard Rock Hotel – Universal Studios
- Villas at Disney's Grand Floridian Resort
- Holiday Inn Lake Buena Vista
- Staybridge Suites Lakeland
- Daytona One Autograph Collection
- Orange County Convention Center
- Miami Beach Convention Center

What does this mean for the City of Kissimmee?

- A convention center and hotel built by professionals who understand hospitality construction at the highest level
- Proven ability to deliver on time, on budget, and with excellence
- Deep understanding of code compliance, inspections, permitting, and large-scale logistics
- A team led by Juan Vélez, Project Executive, who has managed multimillion-dollar assignments for the Orlando International Airport, Dr Phillips Orlando Health Jewett Orthopedic Hospital, Patric Space Force Base, Top Golf, and Andretti Karts & Games.

Sky Builders USA is a local partner with global capability, ready to execute the vision of Azure Kissimmee with integrity, precision, and accountability.

We are not experimenting. We are building with experts who have already delivered Florida's most iconic hotels.

Global Positioning Through the Brand

"Preferred Hotels & Resorts"

Our project is not only built with concrete and capital—it is built with global vision. Through our formal engagement with Preferred Hotels & Resorts, Azure Kissimmee Hotel & Convention Center will become part of the world's largest independent luxury brand, with:

- 600+ hotels, resorts, and residences
- Presence in 85 countries
- 120,000+ rooms worldwide
- 5 million+ loyal I Prefer members
- $2.8 billion USD in annual platform revenue

What does this mean for the City of Kissimmee?

- A luxury hotel and convention center connected to the highest standards of global hospitality
- Immediate international visibility and high occupancy from launch
- A powerful gateway to host conventions, global events, and community events
- Significant economic impact, job creation, and recognition for the city
- A new landmark that elevates Kissimmee on the map of world-class destinations

Today, Kissimmee is on a fast track to global

PORTFOLIO

A *Family* of More than 600 Hotels, Resorts, and Residences



600
HOTELS, RESORTS, AND RESIDENCES

120,000
ROOMS

85
COUNTRIES

SALES: GROUP

Partnering with the Significant Players

MEETINGS & EVENTS · BCD meetings & events · ConferenceDirect · CWT Meetings & Events · cvent · CYTS · bravolinks · FIRST GLOBAL EVENTS AGENCY · mci · NHS GLOBAL EVENTS · prestige global meeting source · MORRIS MEETINGS & INCENTIVES · 1000meetings

Pininfarina Design

Turning Kissimmee into a World-Class Destination

Design is not decoration — it is transformation.

Through our exclusive engagement with Pininfarina, one of the world's most prestigious design firms, Azure Hotel International Inc. will deliver to Kissimmee a hotel and convention center that stands as a symbol of elegance, innovation, and architectural excellence.

Known globally for designing icons for Ferrari, Maserati, and luxury towers across Europe, the Middle East, and the Americas, Pininfarina brings more than just beauty — it brings value, credibility, and impact.

What does this mean for the City of Kissimmee?

- A signature destination designed with purpose, capturing global attention
- A unified design language for the hotel and the new convention center
- Elevated visibility in international tourism, event planning, and hospitality circuits
- A boost in job creation, economic activation, and long-term prestige
- A clear message: Kissimmee is ready to play on the world stage

With a focus on sustainability, functionality, and guest experience, Pininfarina's approach ensures that every space—from hotel suites to the convention halls—delivers a memorable, high-end experience.

This is not just a building. It is a landmark. A legacy in the making.

Pininfarina will help define a new era for Kissimmee—one built not only on concrete and glass, but on vision and elegance.

Broughton Capital Group (BCG) – A Key Financing Option Among Multiple Partners

- Company established in 2002 (UK), financing large-scale global projects
- Specializing in financing real estate developments and infrastructure
- Financing capacity from $50M to several billions
- Financial flexibility, combining debt and equity, even in highly leveraged projects (PPP)

BCG
BROUGHTON
CAPITAL GROUP

DEBT SYNDICATION
$2BN
THAILAND
INFRASTRUCTURE

$50M
VILLAMAR RESIDENTIAL DEVELOPMENT, MANAMA
BAHRAIN

$450M
PHILIPPINES
INFRASTRUCTURE

$500M
CREDIT FACILITY FOR BOT HIGHWAY
EASTERN EUROPE

DUBAI PEARL MIXED USE DEVELOPMENT
DUBAI
$4BN

RESORT IN THE
CARIBBEAN
$275M

$750M
SALIPAZARI PORT MIXED USE DEVELOPMENT
ISTANBUL

$2BN
AJMAN MARINA MIXED USE DEVELOPMENT
UAE

*All figures in US dollars



Project Concept

Overview of the proposed development.

Azure Kissimmee Downtown Hotel

- 300 room Hotel 4.5–star, 10 floors (special waiver)
- 20,000 sq ft of flexible meeting space
- 3,000 sq ft restaurant to a local business restaurant
- Bar
- Fitness Center
- Full Service SPA
- Rooftop bar/restaurant
- Rooftop pool
- Shuttle to and from Gateway Airport and MCO with black Cadillac Escalade
- Azure Hotel International Inc.will manage (under the licence of Azure Hotel Holdings) and own the hotel.

Alignment with the City's vision and zoning regulations.

Kissimmee Convention Center

- 40,000 sq ft of meeting space, capacity for 3,500 people in a theater-style setup
- City will be owner of the center
- Azure will manage the convention center

Total Estimate Investment: $170 million

Target Opening: 2029

- Development under Florida State PPP Law (287.05712)

Location: 201 E Dakin Ave, Kissimmee, FL.

Alignment with the City's vision

(CRA 2020 Kissimmee Downtown)

1. Activates public funding (Grant Stockings).
2. Provides market studies and land use analysis required by the plan.
3. Implements branding and marketing to position Downtown.
4. Functions as an iconic gateway, enhancing the city's entrance.
5. Drives urban improvements and pedestrian connectivity.
6. Creates local jobs and community programs.
7. Accelerates CRA goals with a small cost to the city.

Azure not only aligns with the plan—it activates and materializes it.

Key design features, public spaces, and sustainability elements.

Pet-Friendly Areas: Dedicated spaces for pets within the development.

Sustainable Solutions: Integration of sustainable elements based on design, without reaching 100% capacity.

Eco-Efficient Parking: Upgrade of the library parking with Tesla solar tiles and Tesla's megapack energy storage.

Energy Efficiency: Implementation of Tesla solar tiles and smart energy management systems.

Sustainable Building Practices: Application of LEED-aligned standards to reduce environmental impact.

Enhanced Connectivity: Redesign and integration of crosswalks connecting the convention center and hotel to train transportation.

Public Spaces & Accessibility: Common areas designed to promote integration and well-being.

ECONOMIC & FISCAL IMPACT - TOTAL INVESTMENT

TOTAL PROJECT INVESTMENT	+147 M
FINANCING STRUCTURE	Senior Bank Loans & Mezzanine Financing
SOURCE OF FUNDING:	Developer equity, bank loans/commercial financing, private investors and city's contribution/ P3.

Developer Equity (Sponsor Equity) : Capital structured under the direct control of the developer, supported by private investment commitments.
Senior Bank Loans / Commercial Financing Up to $120 million USD
Structured senior loan (fixed interest rate 7.5%, up to 30–year term, LTV up to 50%).
Mezzanine Financing (Private Investors) Up to $34.3 million USD for 8 years fixed interest rate of 9.0% annually.
Public Grant / Government Support: $10 million USD of municipal bonds, pioneer grant of $ 1.5 million USD (Pioneer grant will be funded at the end of the project) and hotel land site deed it to Azure.

USES OF FUNDS:

Land acquisition, hard costs, softs costs, etc.

Component	Hotel	Convention Center	Combine
Soft Costs	$9M	$6.7M	$15.7M
Hard Costs	$86.5M	$53.5M	$140M
Contingencies	$9.5M	$6M	$15.5M
Total Investment	$105M	$66.3M	$171.3M

Economic benefits to the community and local businesses (PPP Law 287.05712)

Estimated tax revenue generation and job creation.

Tax Revenues:

- **Hotel**: $2.57M annually in taxes.
- **Convention Center**: $65.9M in taxes over 30 years.

Job Creation:

- **Construction**: 650–1,000 temporary jobs.
- **Operations**: 150–250 permanent jobs.

-**Competitive Infrastructure**: 40,000 sq. ft. convention center, positioning Kissimmee as a key destination for events.

Economic benefits to the community and local businesses.

- Projected private investment of + $147 million, without generating public debt.
- Training and employment programs for Kissimmee's residents.
- Urban revitalization of Downtown at no additional cost to residents.

A project that boosts the local economy, creates jobs, and enhances the quality of life in Kissimmee.

City Support & Requested Incentives

Any land contributions, tax abatements.

We are requesting a 100% tax abatement for the first 5 years of the hotel's operation, and 50% for the following 5 years.

Public Strategic Asset Land Contribution for the Hotel

Provide the structure and city's participation.

Ownership & Management: The city retains ownership of the convention center; Azure manages it under a 30-year renewable term.

Financial support for the convention center: $10M in municipal bonds + $1.5M Pioneer Grant.

Public support and expected return on investment.

Estimated payback period for the city's initial contribution to the Convention Center ($11.5M): 6 to 7 years.

Loan repayment (Convention Center): 15 years of operation.

	10 years	20 years	30 years
Hotel	$25,700,000	$51,400,000	$77,100,000
Convention Center	$21,970,000	$43,930,000	$65,900,000
Estimated net profit for the city	$17,470,000	$34,930,000	$52,400,000
Total	**$65,140,000**	**$51,400,000**	**$195,400,000**

The private loan for the hotel is expected to be fully paid off 15 years after initial operations begin.

PPP Compliance: Structured per Florida Statutes 287.05712, ensuring no public debt and backed by legal guarantees (Section 9).

Public purpose

Public Purpose & Community Benefits

Pet-Friendly Areas: Dedicated spaces for pets within the development.
Sustainable Solutions: Integration of eco-friendly elements based on design, without reaching 100% capacity.
Eco-Efficient Parking: Upgrade of the library parking with Tesla solar tiles and Tesla's megapack energy storage.
Energy Efficiency: Implementation of Tesla solar tiles and smart energy management systems.
Sustainable Building Practices: Application of LEED-aligned standards to reduce environmental impact.
Enhanced Connectivity: Redesign and integration of crosswalks connecting the convention center and hotel to train transportation.
Public Spaces & Accessibility: Common areas designed to promote integration and well-being.

Job Creation & Economic Impact

Construction Phase: 650–1,000 temporary jobs.
Operations Phase: 150–250 permanent jobs.

Community Benefits & Public Impact

-Supports Kissimmee's urban development strategy.
-Enhances public spaces and accessibility.
-Creates jobs and stimulates economic growth.
-Contributes to long-term sustainability and city improvement.

Timeline & Feasibility

Timeline

• April 15, 2025: Official final presentation to the City of Kissimmee.

• May-June 2025: Official signing of P3 contract + Official start of financial processing with BCG

• September-October 2025: Master plan will be presented to the planning board.

• January 2026: Start Construction

• Estimated construction timeline: 42 months (approx. 3.5 years)

• 2029: Expected official opening

Feasibility

- Identified land and approved grant.
- Technical, legal, and financial teams aligned.
- Viable timeline with controlled risks.
- Active strategic partnerships (Preferred, Pininfarina, Sky Builders USA).
- Confirmed access to private capital.

A viable project, ready to move forward upon final approval.

QUESTIONS & ANSWERS

Exhibit "B"

IHRMC
— HOTELS & RESORTS —

Project Proposal

JANUARY 7, 2025



Prepared for
City of Kissimmee

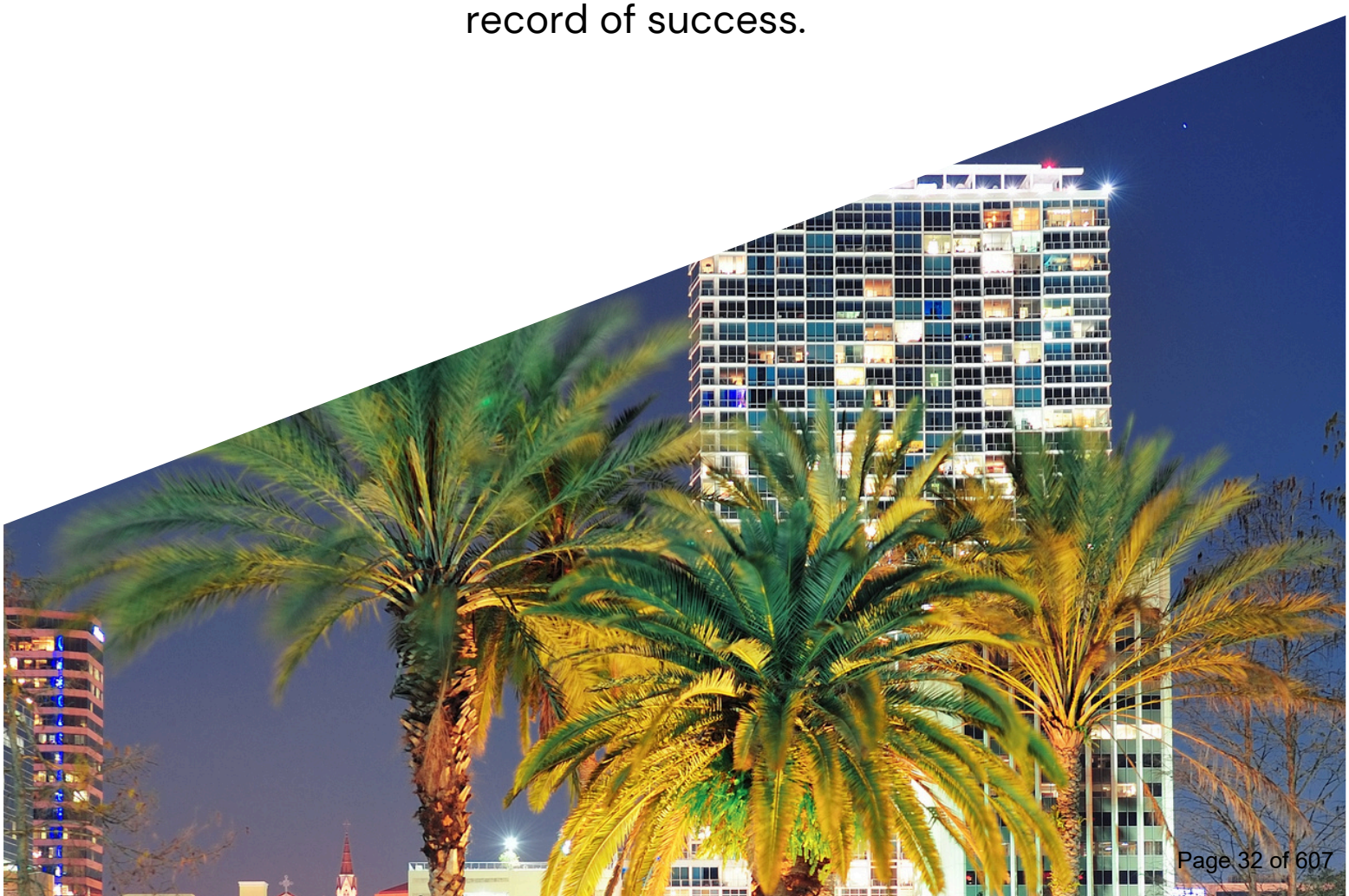
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Company Summary

HRMC was established in Orlando, FL amidst one of the world's largest destination cities. With more than 50 years of combined expertise, IHRMC has been built on the foundations of experience, industry knowledge, hands-on experience, honesty, and passion to be the best at what we do. We believe that all factors of a successful company and successful hotels are built from this.

IHRMC's mission is to achieve exponential growth with all our properties by forming strategic partnerships that allow us to build new hotels, acquire existing properties in lucrative markets, and work with under-performing hotels to position them for growth advancement. We are leaders in the field of hospitality management and have a proven track record of success.





What we do

Our experienced professionals work daily with our hotels to ensure hotel operations run smoothly. With our extensive knowledge in property management and the implementation of best practices, we can represent the best interests of our owners and their investments. Our impressive staff provides decades of experience and knowledge in the hospitality industry that cannot be surpassed.

We are an asset, procurement, and development company that seeks to assist hotel owners and business owners with Operations, Revenue Management, Sales & Marketing, Food & Beverage, Reputation Managment, Human Resources, Accounting and Risk Managment.



IHRMC

— HOTELS & RESORTS —

PREMIUM HOTEL MANAGEMENT

www.ihrmc.com

IHRMC
HOTELS & RESORTS

ABOUT US



Company Overview

IHRMC is an award-winning, multifaceted ownership, development, and full-service hotel management company. We offer a variety of services from development and construction, pre-opening, opening, and a-z operational aspects.

IHRMC holds a vast amount of experience in managing full-service, limited-service, boutique, independent , & resort properties.



OUR LEADERSHIP PROFILE

Mr. Jan Gautam, MBA, CHA
President & CEO

Mr. Gautam is well-known throughout the hospitality industry. His dedication and passion for hospitality started from a young age in restaurants, five-star hotels, and luxury cruise liners which developed into owning and developing hotels throughout the United States and Internationally.

Mr. Gautam is heavily involved in his role as president & CEO of IHRMC ensuring that all of our properties stay connected to our executive leadership.

IHRMC
HOTELS & RESORTS

MEET OUR EXECUTIVE TEAM

At IHRMC we have a vision of being leaders, consistently delivering higher guest satisfaction, and maximizing the profits of our hotel portfolio.

This vision begins with our executive team which is comprised of industry experts with a combined experience of more than 50 years.



Meghan Stuart
Senior Vice President

Ms. Stuart leads our executive team on a daily basis and oversees the company's portfolio of hotels.



Dan Hartly
Vice President Operations

Mr. Hartly leads the company in overseeing the Regional Operations team and managing our portfolio.

www.ihrmc.com

EXECUTIVE TEAM

IHRMC
HOTELS & RESORTS

Ms. Adelis Alvarez
Corporate Controller

Mrs. Tamara Witeck
Sales & Marketing Director

Mr. Dev Dixit
Director Business Development

Ms. Jasmine Garcia
Corporate Office Administrator

Mrs. Kathy Moore
Corporate Office Assistant

Ms. Adrianna Gautam
Director of Public Relations

Ms. Micaela Rodriguez
Operations Manager

Mr. Ankur Gupta
Vice President Technology

IHRMC
— HOTELS & RESORTS —

OUR SERVICES

IHRMC offers a wide variety of hotel management services. In addition to our core services, IHRMC also offers targeted contract services for our hotel partners in a specific field

- Asset & Operations Management
- Sales & Marketing
- Revenue Management
- New-build, Pre-Opening & Project Management
- Human Resource Services
- Food & Beverage Management
- Conference/Convention Facilitation & Management





AN IMPRESSIVE PORTFOLIO

IHRMC has experience and approval to manage all major brands with today's leading franchise companies

IHG HOTELS & RESORTS

Marriott INTERNATIONAL

Hilton HOTELS & RESORTS

RHG RADISSON HOTEL GROUP

WYNDHAM HOTELS & RESORTS

CHOICE HOTELS

BW Best Western Hotels & Resorts

www.ihrmc.com

OUR CLIENTS

Holiday Inn Express Port Richey, FL
Quality Inn Davenport, FL
Country Inn Fresno, CA
Hampton Inn Dover, NH
Holiday Inn Express Brooksville, FL
Comfort Inn Merced, CA
Courtyard by Marriott Merced, CA
Radisson Orlando, FL
Best Western Jacksonville, FL
Days Inn Chiefland, FL
Comfort Inn Charlotte, NC
Country Inn & Suites Ocala, FL
Quality Inn & Suites Tampa, FL
Holiday Inn Express Ocala, FL
Country Inn & Suites Tampa, FL



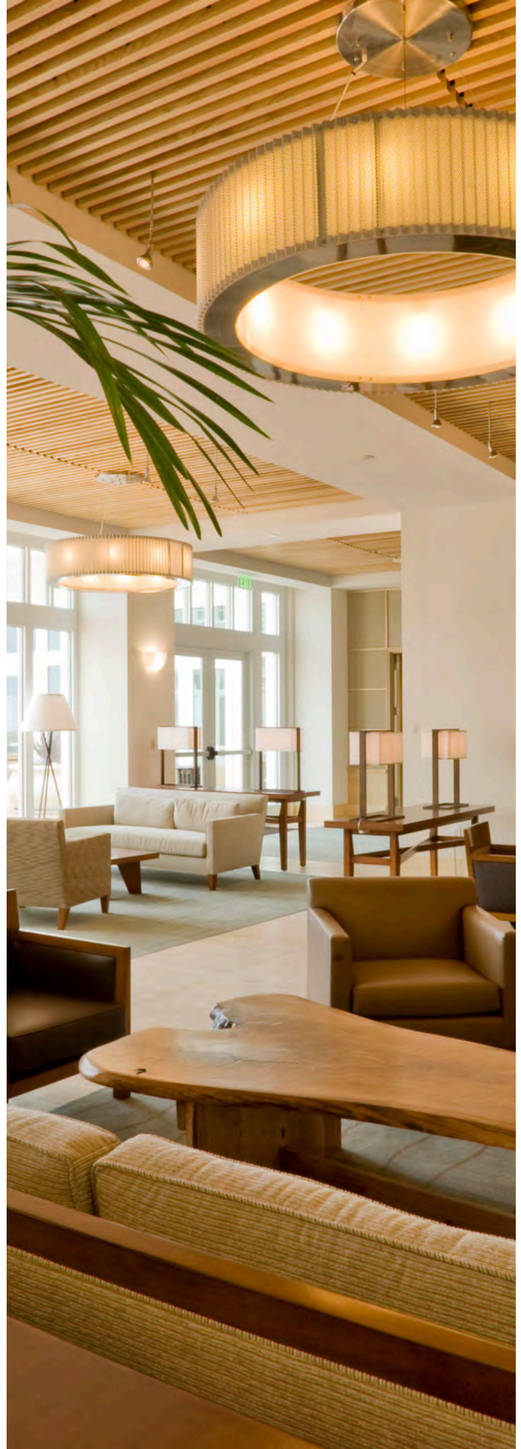




www.ihrmc.com

OUR CLIENTS

Quality Inn Alachua, FL
Radisson Omaha, NE
Holiday Inn Express Chiefland, FL
Comfort Inn Richburg, SC
Best Western Dawsonville, GA
Holiday Inn Express Orlando, FL
Holiday Inn Cincinnati, OH
Ramada Inn Cocoa Beach, FL
Super 8 Cocoa Beach, FL
Days Inn Palm Bay, FL
Hampton Inn Jacksonville, FL
LaQuinta St Augustine, FL
Comfort Inn Mocksville, NC
Sleep Inn Orlando, FL
Travelodge Inn & Suites Orlando, FL
Redick Plaza Omaha, NE
Best Western Omaha, NE
Rodeway Inn Orlando, FL
Hawthorn Suites Orlando, FL
La Quinta Inn & Suites Orlando, FL
Holiday Inn & Suites Boston, MA



Margarita Island Casino & Resort, Venezuela
Granda Riande Casino Panama City, Panama
Ramada Plaza Jaco Beach, Costa Rica
Ramada Miami, FL
Comfort Inn & Suites St Petersburg, FL
Sleep Inn & Suites Valdosta, GA
Holiday Inn Fayetteville, NC
Baymont Inn & Suites Orlando, FL
Holiday Inn Express Lantana, FL
Holiday Inn Express & Suites Palatka, FL
Holiday Inn Express Jacksonville
Red Roof Inn Ft Lauderdale, FL
Comfort Inn & Suites Tropicana St Pete, FL
Hawthorn Suites Kingsland, GA
Comfort Inn Jonestown, PA
Comfort Inn & Suites Tavares, FL
Radisson Sheffield, AL
YO1 Wellness Center, Monticello, NY
Candlewood Suites Ocala, FL
Holiday Inn Express & Suites, Orlando, FL
Four Points by Sheraton Orlando, FL
Fairfield Inn & Suites Tampa, FL

Opportunity

Hotel Construction

We are proposing the development of a 120-room Hilton Garden Inn to provide high-quality lodging accommodations for the Kissimmee area. The hotel will feature a welcoming lobby and a dedicated breakfast area, designed to serve both our guests and the broader community, as well as a bar & restaurant.

The property will offer a balanced mix of king and queen rooms, ensuring flexibility to accommodate individual travelers, families, and group bookings alike. This thoughtful room configuration allows us to cater to diverse guest needs, including group reservations and special event stays.

The estimated construction cost for the 120-room hotel is approximately $203,000 per key, reflecting our commitment to delivering a modern, comfortable, and well-equipped facility that aligns with the needs of the area.





Opportunity

Civic Center Renovation

IHRMC's extensive expertise in managing complex projects and hospitality facilities makes us the ideal partner to oversee the Civic Center's $10 million renovation and subsequent operations. Our approach is rooted in excellence, sustainability, and a deep commitment to delivering value for all stakeholders. We look forward to collaborating with you to bring this vision to life and ensure the Civic Center becomes a vibrant, thriving hub for the community.



Our Vision for Kissimmee

The combination of a state-of-the-art Civic Center and an upscale hotel will transform Kissimmee into a vibrant destination for visitors and a dynamic hub for the local community. These projects will drive economic growth, enhance the quality of life for residents, and solidify Kissimmee's role as a thriving part of Central Florida.

- Economic Growth and Job Creation
- Increased Tourism and Visitor Spending
- Improved Community Amenities
- Enhanced Quality of Life
- Attraction of Additional Investments
- Environmental and Sustainability Benefits



Proposal

IHRMC proposes a strategic partnership with the City of Kissimmee to build, own, and operate a Hilton Garden Inn, a full-service hotel, as part of a comprehensive redevelopment of the Civic Center into a modernized Convention Center. This collaboration is designed to ensure long-term profitability and mutual benefits for both the City of Kissimmee and IHRMC.

Proposed Terms by IHRMC

1. Five-Year Minimum Commitment
   - IHRMC will maintain ownership and operational control of the hotel for a minimum of five (5) years to ensure stability and success.
2. Convention Services and Profit Sharing
   - IHRMC will manage all convention services and adhere to a profit-sharing model in addition to a management fee that benefits both parties.
3. Financial Support from the City of Kissimmee
   - The City will contribute $10 million towards the renovation and modernization of the Civic Center.
4. Tax Incentives
   - The City will provide a two-year tax abatement for the hotel development, reducing initial financial burdens and encouraging long-term growth.
5. Profit Sharing Structure
   - A 95%/5% profit-sharing arrangement, where IHRMC will retain the majority share while supporting the City's operations with key resources, including:
     - Operating procedures
     - Marketing materials and sales plans
     - Operational capital and payroll access for budgeting

Proposal

IHRMC Deliverables

In return for the above support, IHRMC will deliver the following:

1. Development of a 120-Room Full-Service Hilton Garden Inn
    - The hotel will meet modern standards and serve as a key accommodation hub for visitors.
2. Complete Renovation of the Civic Center into a Modern Convention Center
    - A state-of-the-art facility adjacent to the Hilton Garden Inn to attract local, regional, and national events.
3. City Access to the Convention Center
    - The City of Kissimmee will have prioritized access to the Convention Center for scheduled city-organized events.
4. Job Creation
    - The project will generate over 100 new jobs, benefiting the city and surrounding areas with opportunities in construction, hospitality, and event management.
5. Enhanced City Exposure and Revenue Growth
    - Through targeted marketing efforts and expanded convention business, IHRMC will increase Kissimmee's visibility as a premier destination and drive additional revenue streams for the City.

This proposal outlines a mutually beneficial partnership that will not only enhance Kissimmee's economic prospects but also elevate the city's reputation as a leading hub for hospitality, events, and tourism in Central Florida.



Proposed Brand

Hilton Garden Inn™



Sensibly Positive

About Hilton Garden Inn

The Hilton Garden Inn brand was introduced to the upscale market in the early 1990's, serving as a vehicle to bring a more approachable version of a full-service experience into secondary and tertiary markets

Hilton Garden Inn is the sensibly positive hotel brand whose elevated and approachable atmosphere creates a familiar environment, letting guests feel both relaxed and confident. We believe that positive experiences can be as down to earth as they are uplifting.



Stylishly Approachable

The atmosphere

Our light, bright and airy design is carefully balanced to create a familiar, positive vibe from the moment you walk through the door. Our social spaces are a visual and energetic focal point, encouraging guests to linger and enjoy. And our ample guestrooms offer enough space to both retreat and recharge, combining form with function to be comforting while also enabling productivity.

Target travelers

Our target travelers are business and leisure travelers looking for an upscale experience. These travelers view the world in a positive light and have the curiosity to explore it from a place of comfort and safety. They are driven by value, are self-sufficient, and seek to minimize stress when traveling while seeking authenticity in their experiences.





An Experience that Makes a Difference

As a recognized F&B leader, Hilton Garden Inn serves locally sourced food and beverage at its full-service restaurant and bar, featuring cooked-to-order dishes, handcrafted cocktails and on-trend small plates. From the very first hello, every interaction is delivered in a remarkably elevated way. Food and beverage is intentionally central to the guest experience and sets a tone that feels sophisticated yet familiar.

Meeting F&B experiences can flex to client needs, contributing to the success of each unique event. Guests can have access to just the right amenities to maintain their personal and professional routines, giving them the peace of mind to comfortably experience their destination.

Sustainable Stays for a Better Tomorrow

Our proposed Hilton Garden Inn will be constructed with the latest in eco-friendly initiatives, providing an abundance of benefits to our guests and community.

- **Enhanced Guest Experience**
- **Sustainable Travel**
- **Environmental Preservation**
- **Reduced Carbon Footprint**
- **Local Collaboration**
- **Community Resilience**
- **First of Its Kind in Kissimmee**
- **Bright, Clean Aesthetic**





INTITIATIVES WE'RE COMMITTING TO:

- Energy efficient solar panels
- Water Conservation
- Waste Reduction
- Sustainable Materials

IHRMC
HOTELS & RESORTS

3KEY HOSPITALITY
INTERIORS PROCUREMENT OUTDOORS

HILTON GARDEN INN & SUITES AT CITY CENTER

KISSIMMEE CIVIC CENTER

KISSIMMEE, FLORIDA

Hilton Garden Inn®

Welcome to the Hilton Garden Inn & Suites at City Center





Attending a concert, hosting a corporate event, engaged in a seminar, join us at the “Vacation Capital of the World”, Hilton Garden Inn & Suites at City Center. .

The Hilton Garden Inn & Suites design and Civic Center Remodel engage with the brightness, quality and energy that central Florida is known for. Ideally integrated within the heart of Kissimmee, the Hilton Garden Inn & Suites and Civic Center will serve as a multi-functional destination draw, engaged with the entire Kissimmee community.

2

Hilton Garden Inn & Suites

at Civic Center

1 Outdoor Terrace - Dining & Cocktails

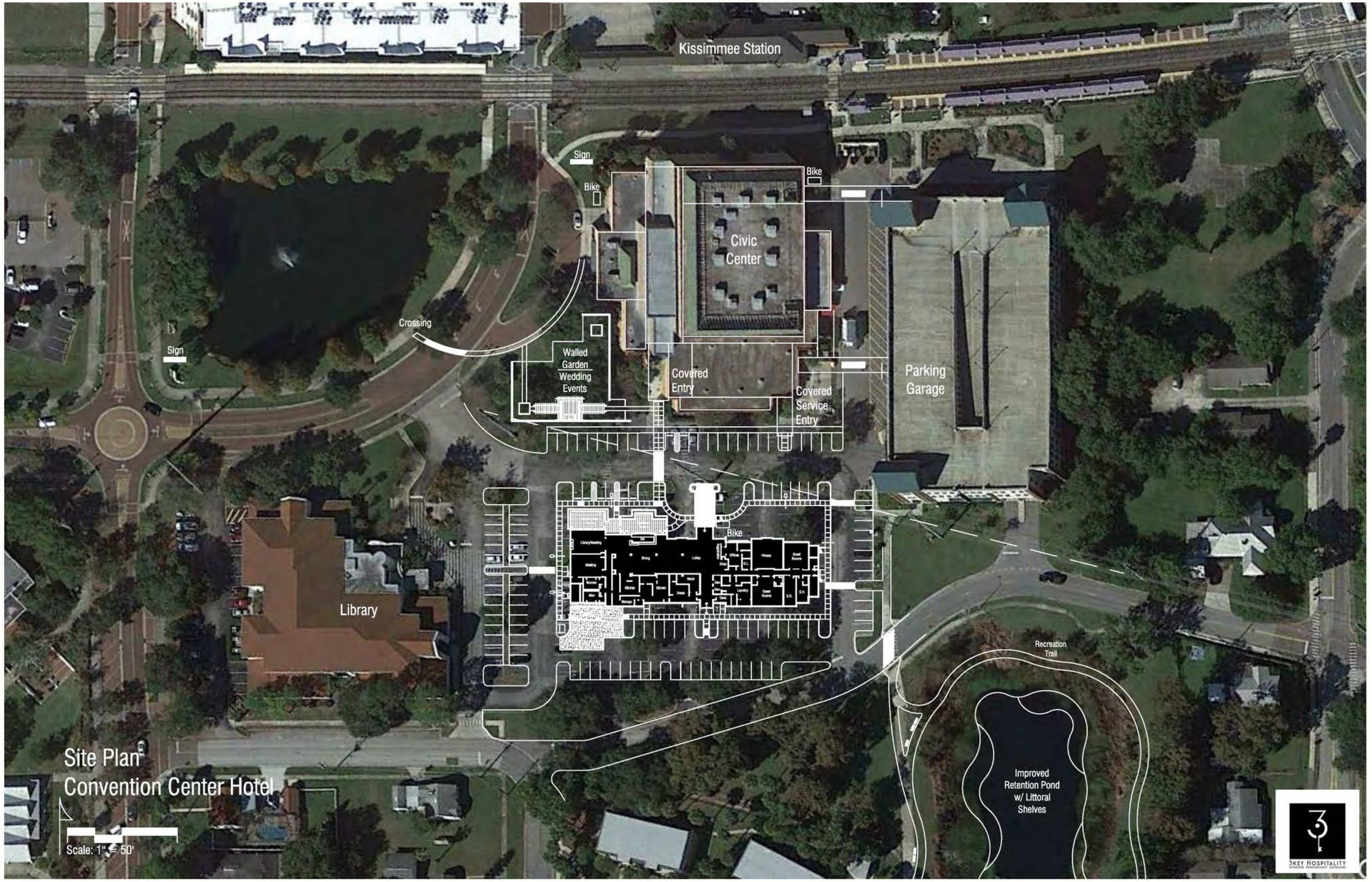
2 Modern Facade - Florida Fun!

3 Arrival Court

4 Integrated Parking / Access with Civic Center and Library



Community Integration



Hilton Garden Inn

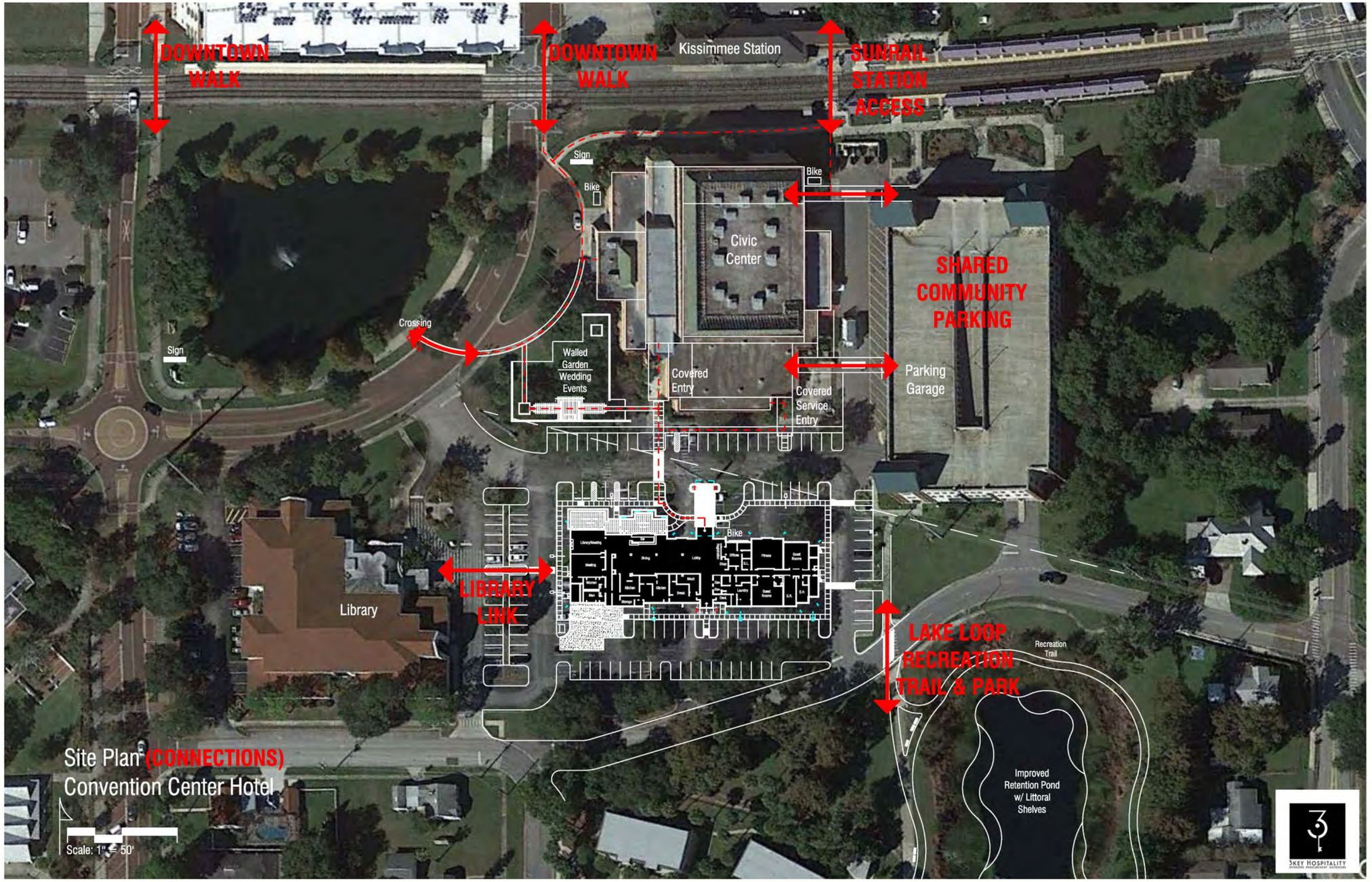
Direct Connections







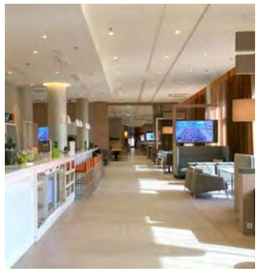




Hilton Garden Inn

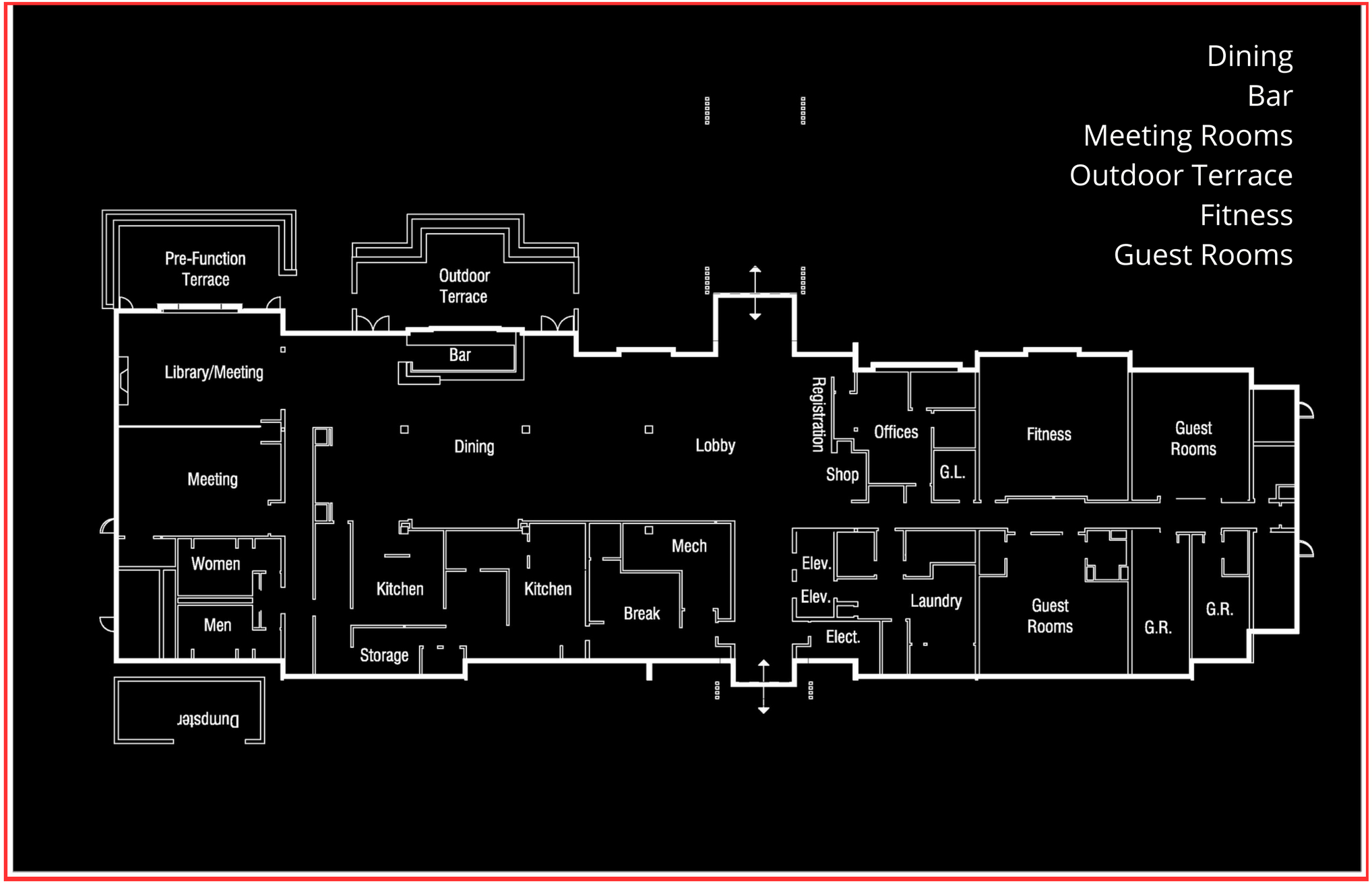
Program Elements







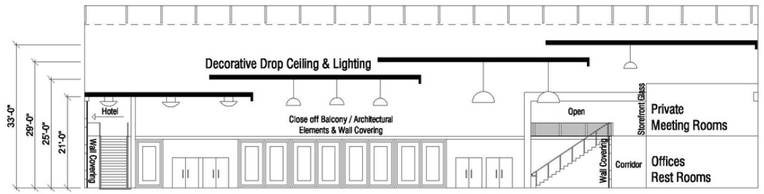




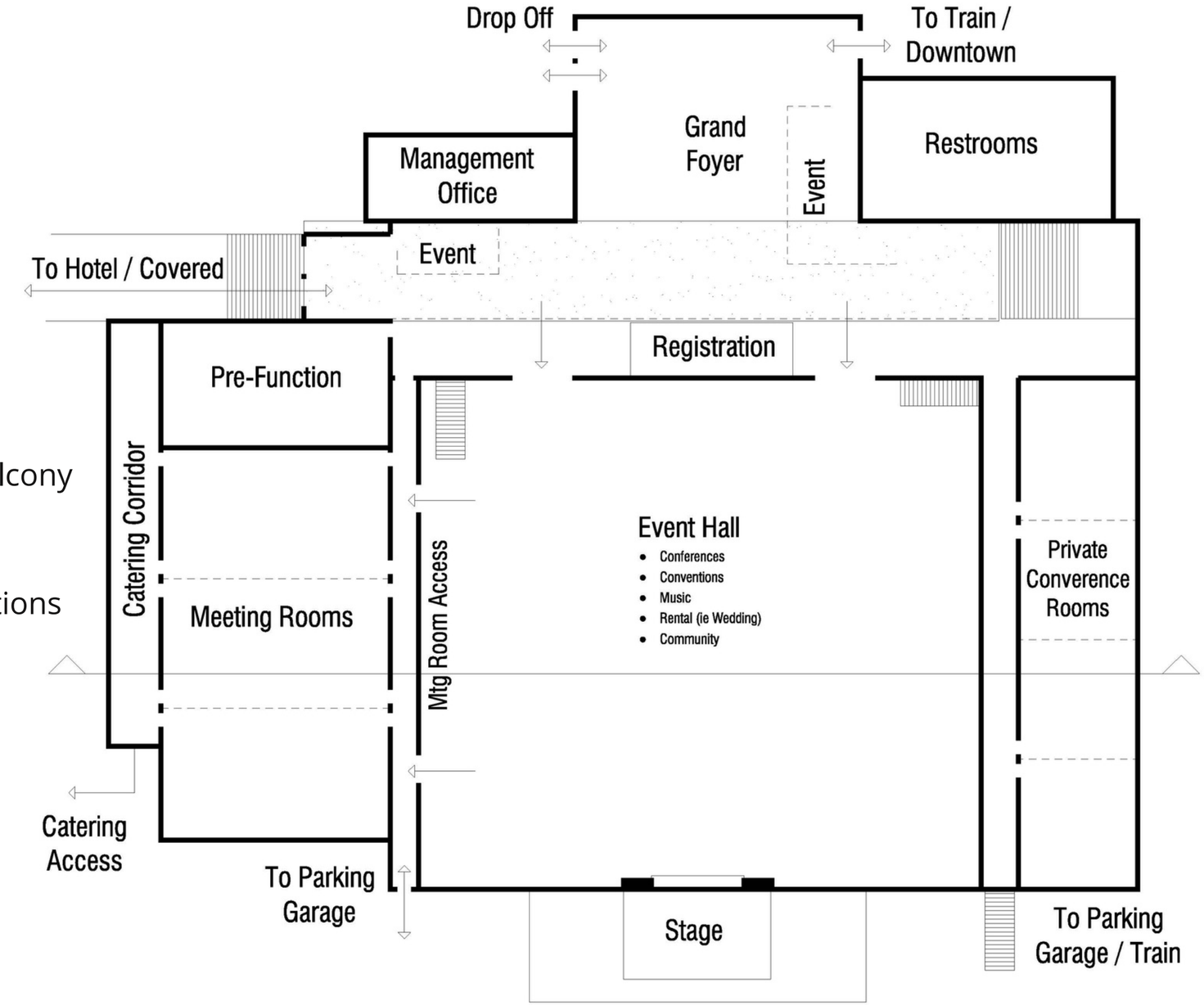
Civic Center Event Hall

Event Hall:

- New Wall Panels / Covering
- Drop Ceiling
- Specialty Lighting
- Electrical Drops
- Stairs to Level Two from Show Floor
- Doors to Meeting Rooms from Show Floor
- Close off Back Balcony
- Create Private Event Conference Rooms on Balcony
- Retain Stage for Speaker / Presenters
- Utilize Back of Stage for Speakers
- State of Art Audio and Visual System / Connections



Drop Ceiling - Event Hall



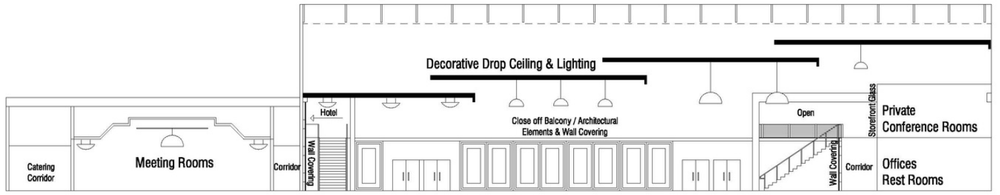
Convention Center Plan View

Not To Scale

Civic Center Refresh

Front Office





Section / Elevation

New Glass Atrium
Private Event Conference Rooms
Event Hall (Remove Sports)

- Conferences / Seminar
- Conventions
- Music
- Wedding
- Community Events

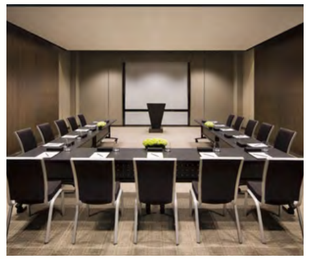
Updated Meeting Rooms, Offices & Restrooms:

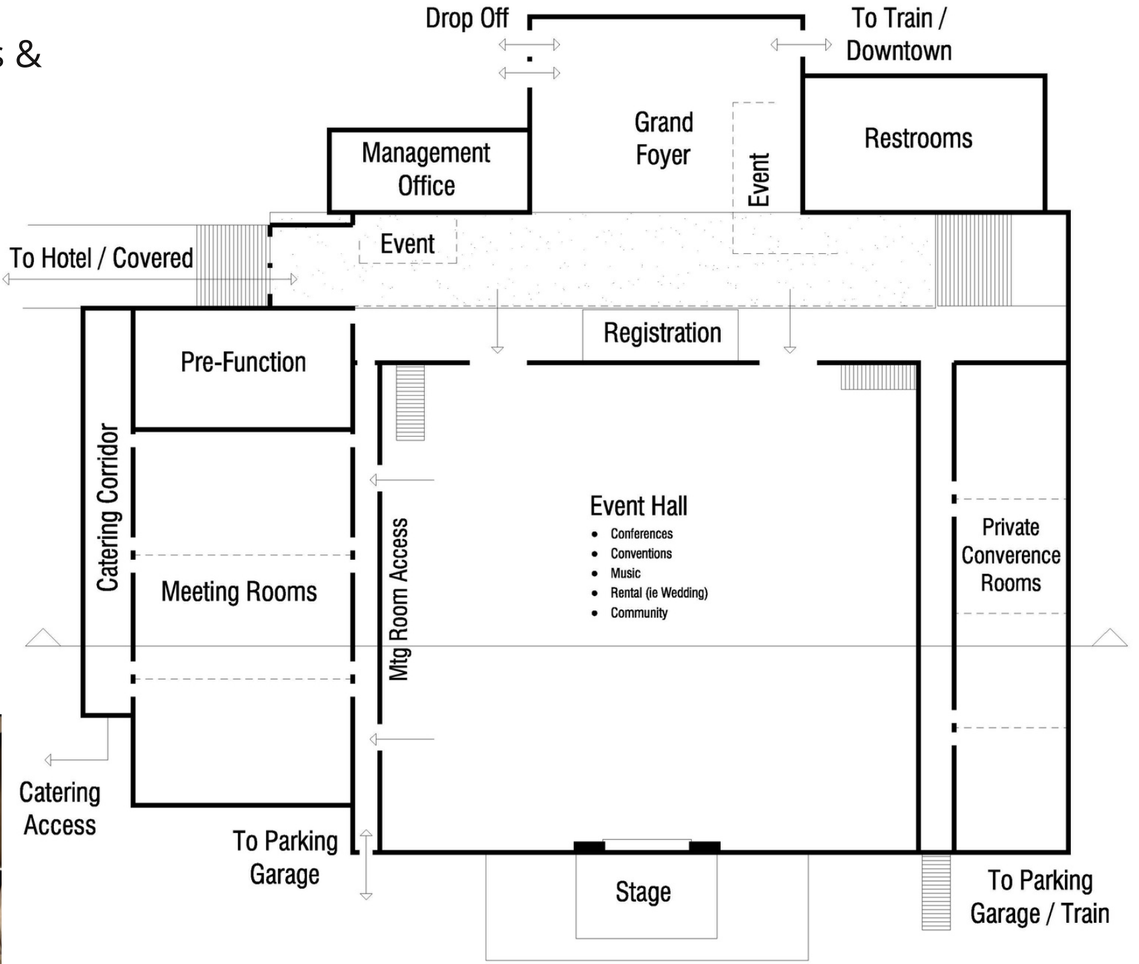
- Flooring
- Wall Covering
- Ceilings
- Lighting
- Furnishings

Meeting Rooms





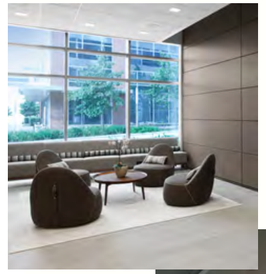




Convention Center Plan View
Not To Scale

Atrium





Private Conference Rooms





Design Team Introduction

TEAM



Chad Grimm, RLA
CEO, COO

31+ years leading design, manufacturing, and construction businesses.
Proactive project implementation.
Seamless exterior and interior design experiences.
Gardens, aquatic, rooftop, food and beverage, hardscape and environmental.



Luciana Melo, LEED AP
Principal
Interior Design

13+ years in hospitality architecture and design.
Memorable design; functional, seamless, inviting.
Collaborative project management.
Independent, boutique, select and full-service hotels.



Tracy Cheetham,CPIM, CSCP
Director of Procurement

26 + years in supply chain and logistics.
Integrated business and operations leader.
Sourcing, delivery & installation process management.
Certified supply chain educator.
Active supply chain leadership - ASCM/APICS.

3KEY HOSPITALITY
INTERIORS PROCUREMENT OUTDOORS

Provided below is insight into our active projects currently under contract as well as a further sampling of other select project experience for your review.

ACTIVE PROJECTS

- Fairfield Inn & Suites, Atlanta Airport
- Fairfield Inn & Suites, Charlotte Uptown
- Residence Inn by Marriott, Sanibel Island
- Cambria, Jacksonville, FL
- Clarion to Radisson conversion, Miami FL
- Hampton Inn & Suites, Bellevue, WA
- Hampton Inn & Suites, Napa, CA
- Hampton Inn & Suites – Times Square, New York, NY
- Hampton Inn & Suites, Los Angeles Airport
- Hilton Garden Inn – Palo Alto, CA
- Hilton Garden Inn – Burbank, CA
- Seafarer Inn, Jekyl Island, GA
- Wyndham Garden, Jacksonville, NC
- El Caribe conversion to Home 2 Suites, Daytona Beach, FL
- Sandals conversion to Beaches, Exumas, Bahamas

SELECTED HOSPITALITY PROJECT EXPERIENCE

- Homewood Suites – Cary, North Carolina
- Homewood Suites – Greenville, South Carolina
- Hilton Garden Inn – Ft Lauderdale, Florida
- Residence Inn – Summerville, South Carolina
- TownePlace Suites – Fort Mills, South Carolina
- Embassy Suites – St. Augustine, Florida
- Marriott Vacation Clubs – Hilton Head Island, South Carolina
- The Landings Country Club – Savannah, Georgia
- Staybridge Suites & Holiday Inn – Grapevine, Texas
- Element – North Charleston, South Carolina
- Hampton Inn – Fort Myers, Florida
- Home2 – Toledo, Ohio
- Residence Inn – Cincinnati, Ohio
- Cambria – Minneapolis, Minnesota
- Fairfield Inn & Suites – Minneapolis, Minnesota
- Holiday Inn Express – Milwaukee, Wisconsin
- Hyatt House – Bloomington, Minnesota
- Residence Inn – Jacksonville, Florida
- Springhill Suites – North Charleston, South Carolina
- Courtyard – Tinley Park, Illinois
- Homewood Suites – Hanover, Maryland
- Hilton Garden Inn – Hanover, Maryland
- Hyatt Place – Jacksonville, Florida
- Hyatt House – Franklin, Tennessee
- Star Island Resorts, Eleuthera, Bahamas
- Hyatt House Orlando, FL
- Hyatt House Tampa, FL

FOR MORE INFORMATION

PLEASE CONTACT US

Meghan Stuart
Senior Vice President
Office (407) 420-7954
Mobile (321) 302-5837
meghan@ihrmc.com



www.ihrmc.com



Kissimmee Place Development

INVESTMENT PROSPECTUS & BUSINESS PLAN

KISSIMMEE PLACE DEVELOPMENT GROUP, INC.
12/2/24





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 Rfael Lopez Sanchez

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)

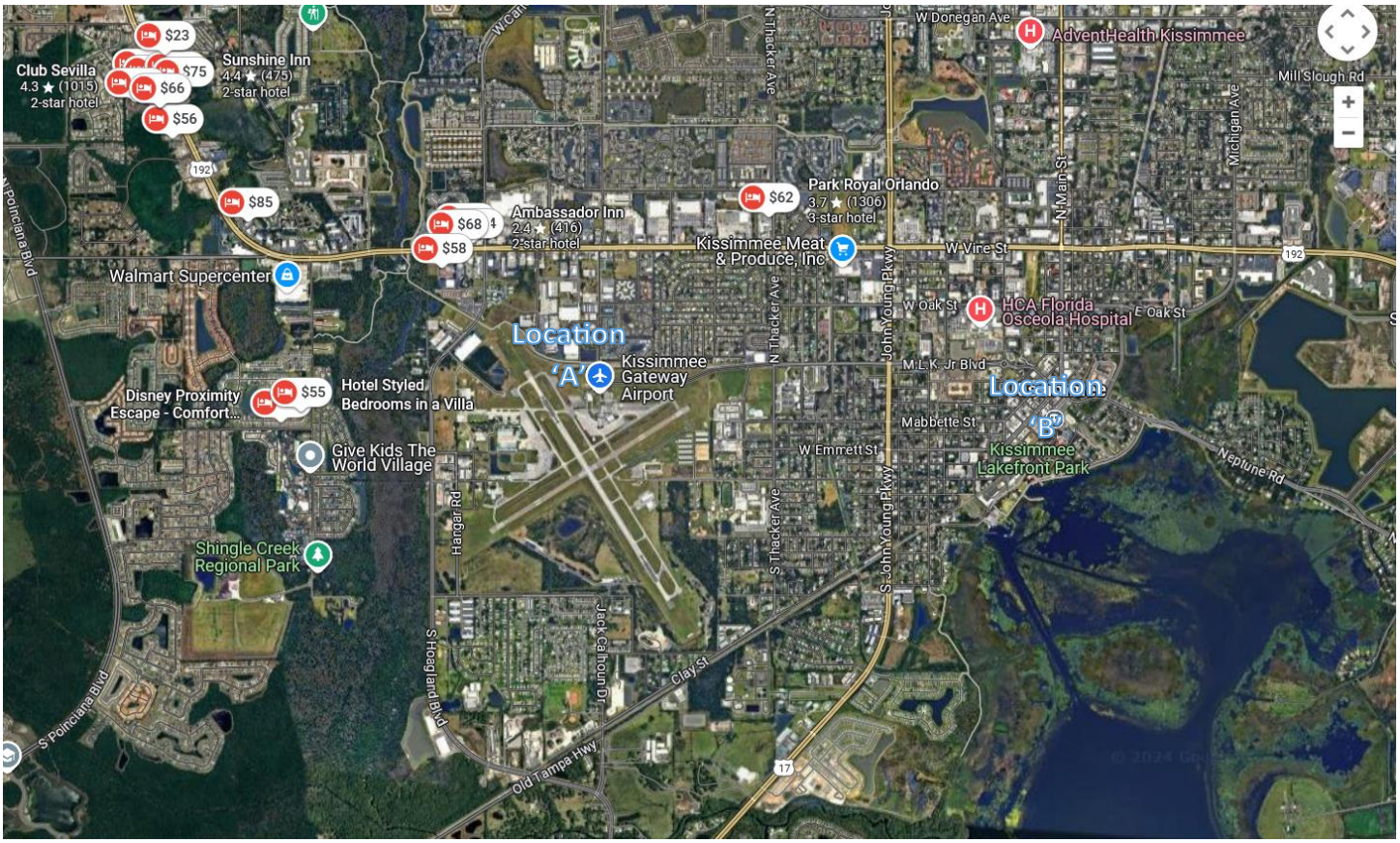


Figure 3- Map Showing the KPDG Proposed KGA and Lake 'Toho' (Kissimmee Lakefront Park) Sites within the East Kissimmee Hotel Market

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
Total	**12,027**	**61.7%**	**$116.02**	**$71.64**	**128**	**160**

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
STR Comp Set	Rooms
Stay□rd□e S□tes □rand□R□ya□e □ar□	224
□□□ □rt S□tes Ma□n□ate □ast	198
S□r□n□□□S□tes □rand□ □a□e □□ena □sta	150
Trade□ar□□□□e□t□n □y □ ynd□a□ Ma□□	150
□xtended Stay □□er□a □rand□ □	122
Total	844

Hyatt Place Kissimmee	200
STR Comp Set	Rooms
□□t□n □arden □n □a□e □□ena □sta□□rand□	137
□yatt □a□e □rand□ □□a□e □□ena □sta	169
□a□ □t□n □n □ss□□ee □□rt□	128
S□r□n□□□S□tes □rand□ □a□e □□ena □sta	150
□□□day □n □x□ress □ S□tes S□□t□ □a□e	162
□a□□e□d □n □ S□tes □rand□ □ss□□ee	150
Total	896

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.

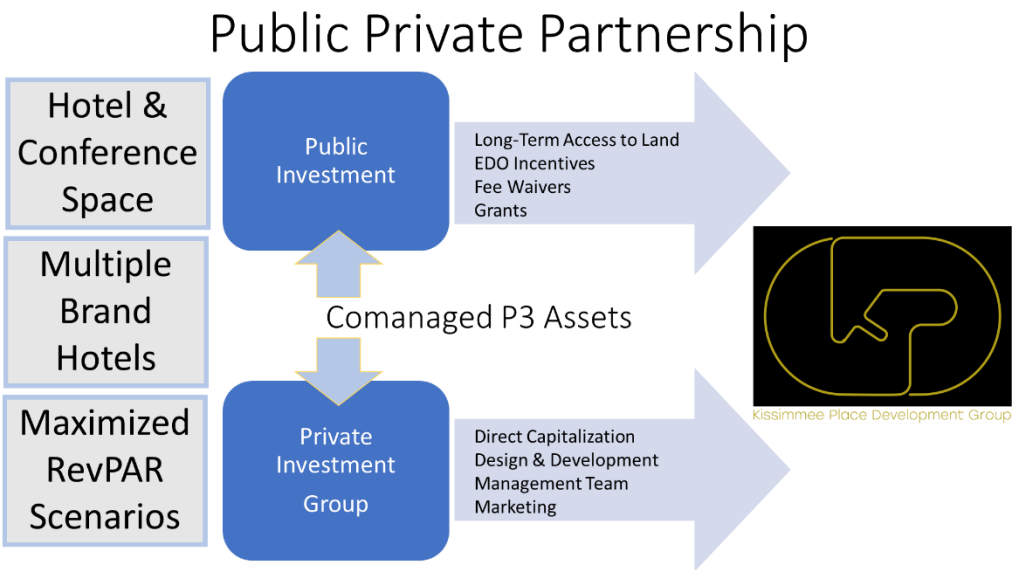


Figure 6- Proposed intent of the KPDG Public Private Partnership

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.



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 ant 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.

WOOLPERT
DESIGN | GEOSPATIAL | INFRASTRUCTURE

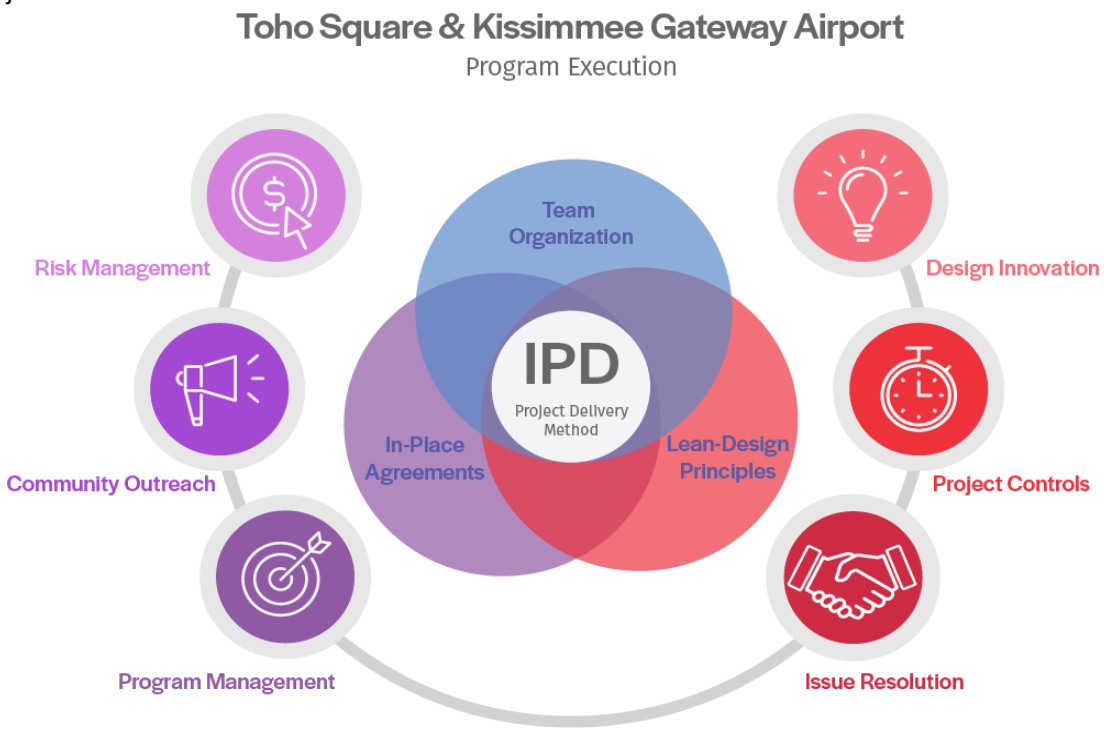
CRANE

THIRD VOYAGE INC

RESOLUTE ROAD HOSPITALITY

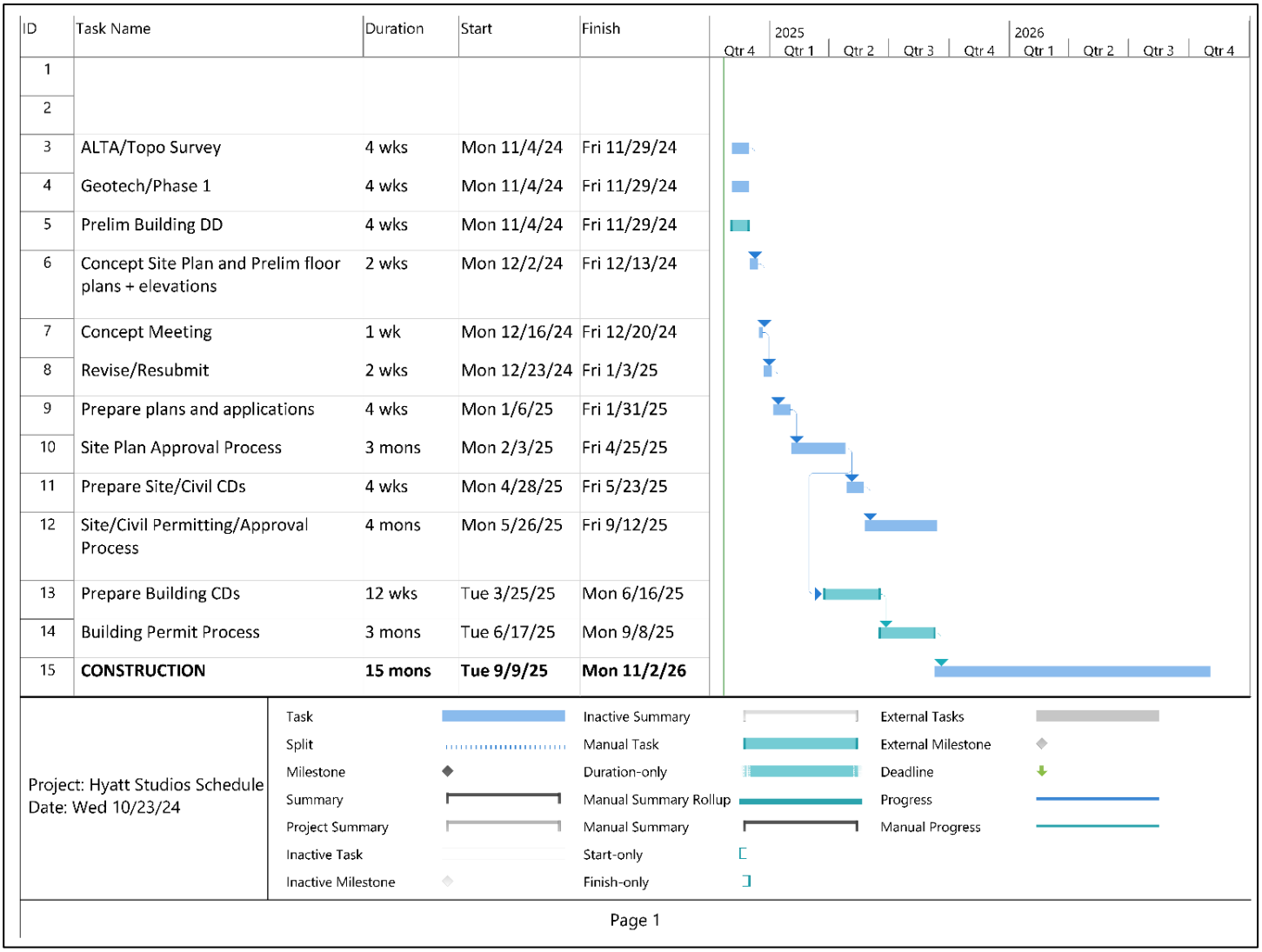
Our IPD Approach

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.



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.



ID	Task Name	Duration	Start	Finish
1				
2				
3	ALTA/Topo Survey	4 wks	Mon 11/4/24	Fri 11/29/24
4	Geotech/Phase 1	4 wks	Mon 11/4/24	Fri 11/29/24
5	Prelim Building DD	4 wks	Mon 11/4/24	Fri 11/29/24
6	Concept Site Plan and Prelim floor plans + elevations	2 wks	Mon 12/2/24	Fri 12/13/24
7	Concept Meeting	1 wk	Mon 12/16/24	Fri 12/20/24
8	Revise/Resubmit	2 wks	Mon 12/23/24	Fri 1/3/25
9	Prepare plans and applications	4 wks	Mon 1/6/25	Fri 1/31/25
10	Site Plan Approval Process	3 mons	Mon 2/3/25	Fri 4/25/25
11	Prepare Site/Civil CDs	4 wks	Mon 4/28/25	Fri 5/23/25
12	Site/Civil Permitting/Approval Process	4 mons	Mon 5/26/25	Fri 9/12/25
13	Prepare Building CDs	12 wks	Tue 3/25/25	Mon 6/16/25
14	Building Permit Process	3 mons	Tue 6/17/25	Mon 9/8/25
15	**CONSTRUCTION**	**15 mons**	**Tue 9/9/25**	**Mon 11/2/26**

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 oversite 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	
Operating Revenue										
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%
Total Dept Revenue	**3,427,999**	**100.0%**	**4,037,556**	**100.0%**	**4,589,590**	**100.0%**	**4,713,835**	**100.0%**	**4,854,711**	**100.0%**
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%
Total Dept Expense	**988,743**	**28.8%**	**1,098,150**	**27.2%**	**1,204,853**	**26.3%**	**1,235,979**	**26.2%**	**1,271,167**	**26.2%**
Total Dept Profit	**2,439,255**	**71.2%**	**2,939,407**	**72.8%**	**3,384,738**	**73.7%**	**3,477,856**	**73.8%**	**3,583,544**	**73.8%**
Undistributed Expenses										
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%
Total Undistributed Expenses	**1,385,435**	**40.4%**	**1,547,965**	**38.3%**	**1,715,248**	**37.4%**	**1,761,915**	**37.4%**	**1,812,828**	**37.3%**
Gross Operating Profit (GOP)	**1,053,821**	**30.7%**	**1,391,442**	**34.5%**	**1,669,489**	**36.4%**	**1,715,941**	**36.4%**	**1,770,716**	**36.5%**
Management Fees	137,120	4.0%	161,502	4.0%	183,584	4.0%	188,553	4.0%	194,188	4.0%
Assumption Drivers	**916,701**	**26.7%**	**1,229,940**	**30.5%**	**1,485,906**	**32.4%**	**1,527,388**	**32.4%**	**1,576,528**	**32.5%**

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	
Operating Revenue										
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%
Total Dept Revenue	**6,528,422**	**100.0%**	**7,589,313**	**100.0%**	**8,632,488**	**100.0%**	**8,866,725**	**100.0%**	**9,132,273**	**100.0%**
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%
Total Dept Expense	**1,841,435**	**28.2%**	**2,004,148**	**26.4%**	**2,177,785**	**25.2%**	**2,234,473**	**25.2%**	**2,298,522**	**25.2%**
Total Dept Profit	**4,686,987**	**71.8%**	**5,585,166**	**73.6%**	**6,454,703**	**74.8%**	**6,632,253**	**74.8%**	**6,833,751**	**74.8%**
Undistributed Expenses										
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%
Total Undistributed Expenses	**2,161,948**	**33.1%**	**2,433,053**	**32.1%**	**2,728,766**	**31.6%**	**2,804,130**	**31.6%**	**2,887,212**	**31.6%**
Gross Operating Profit (GOP)	**2,525,039**	**38.7%**	**3,152,113**	**41.5%**	**3,725,937**	**43.2%**	**3,828,123**	**43.2%**	**3,946,538**	**43.2%**
Management Fees	261,137	4.0%	303,573	4.0%	345,300	4.0%	354,669	4.0%	365,291	4.0%
Assumption Drivers	**2,263,902**	**34.7%**	**2,848,540**	**37.5%**	**3,380,637**	**39.2%**	**3,473,454**	**39.2%**	**3,581,247**	**39.2%**

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.

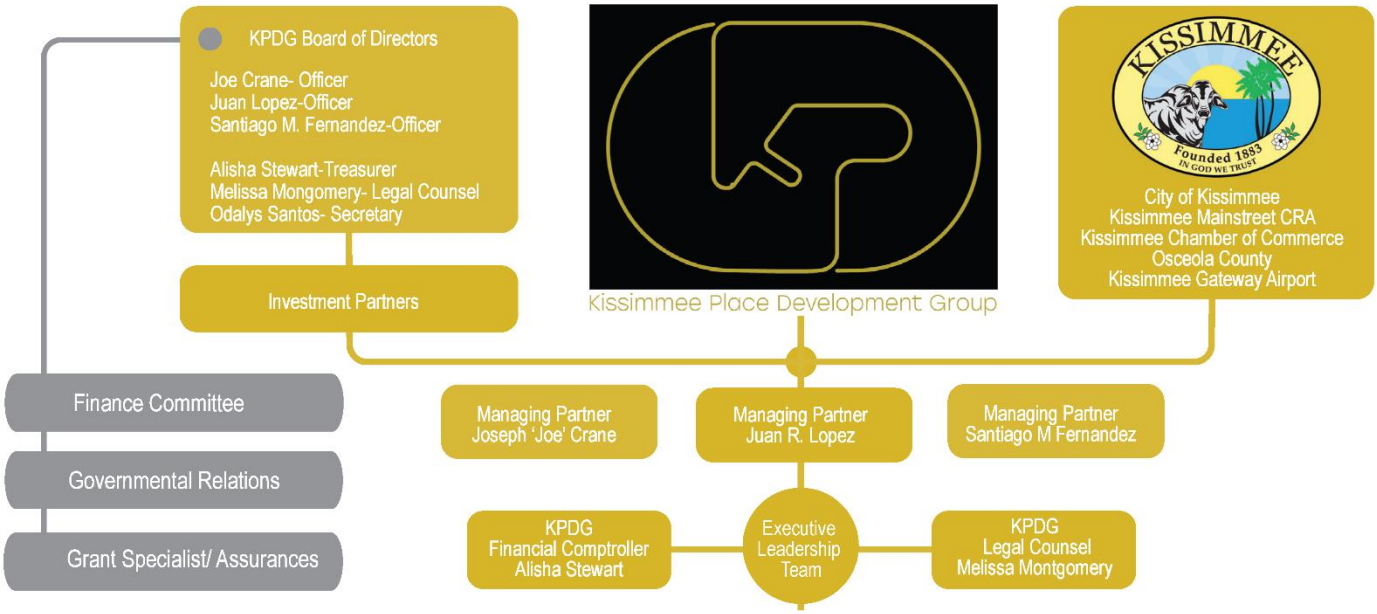
Third-Party Vendor Risk Mitigation is also a concern we have intentions to mitigate. We intend to deliver the Hyatt prototype as totally owner furnished endeavor. This accounted for in our proforma as the procurement methodology itemization. KPDG Operational Risk Management is made easier in that we 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

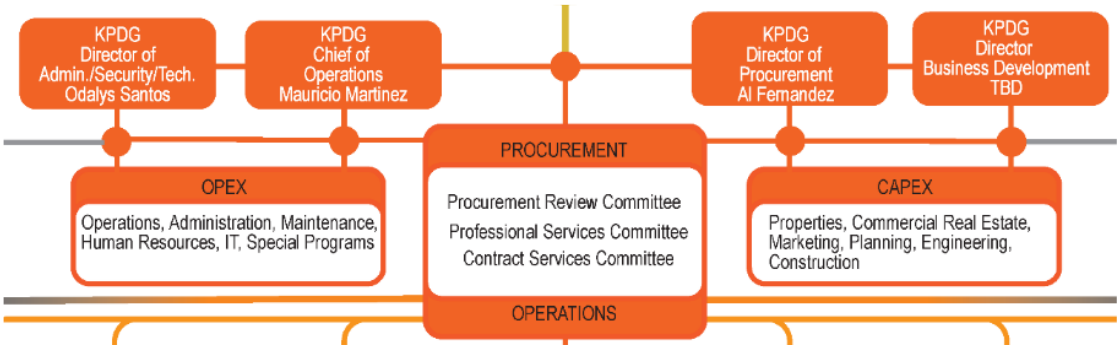
Owner Representatives through Construction and serve as Oversight Managers during Operations.



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."*

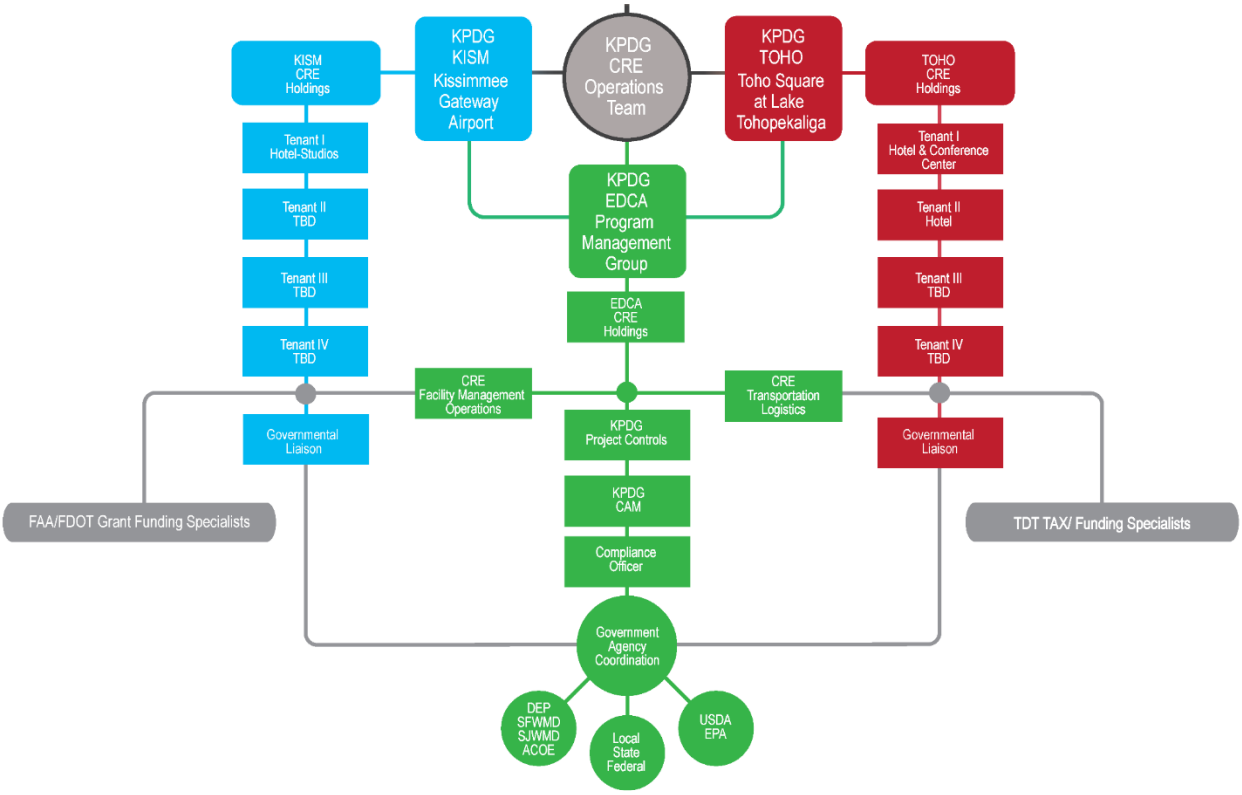
Operational Structure

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





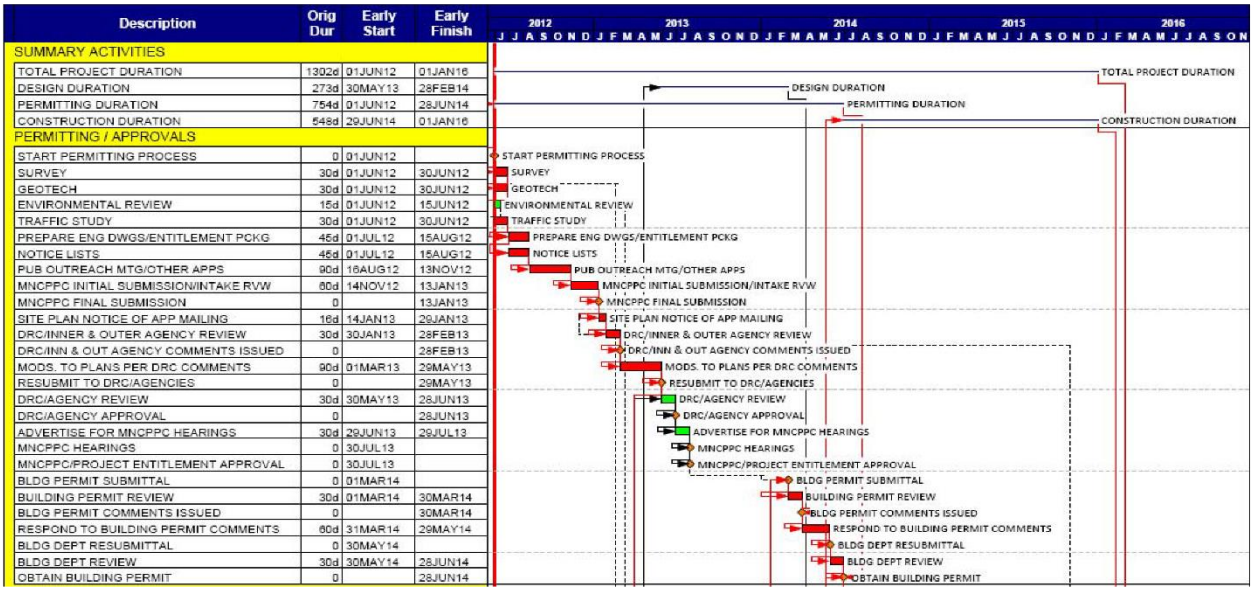
KPDG Holding Companies, Governance and Reporting

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.

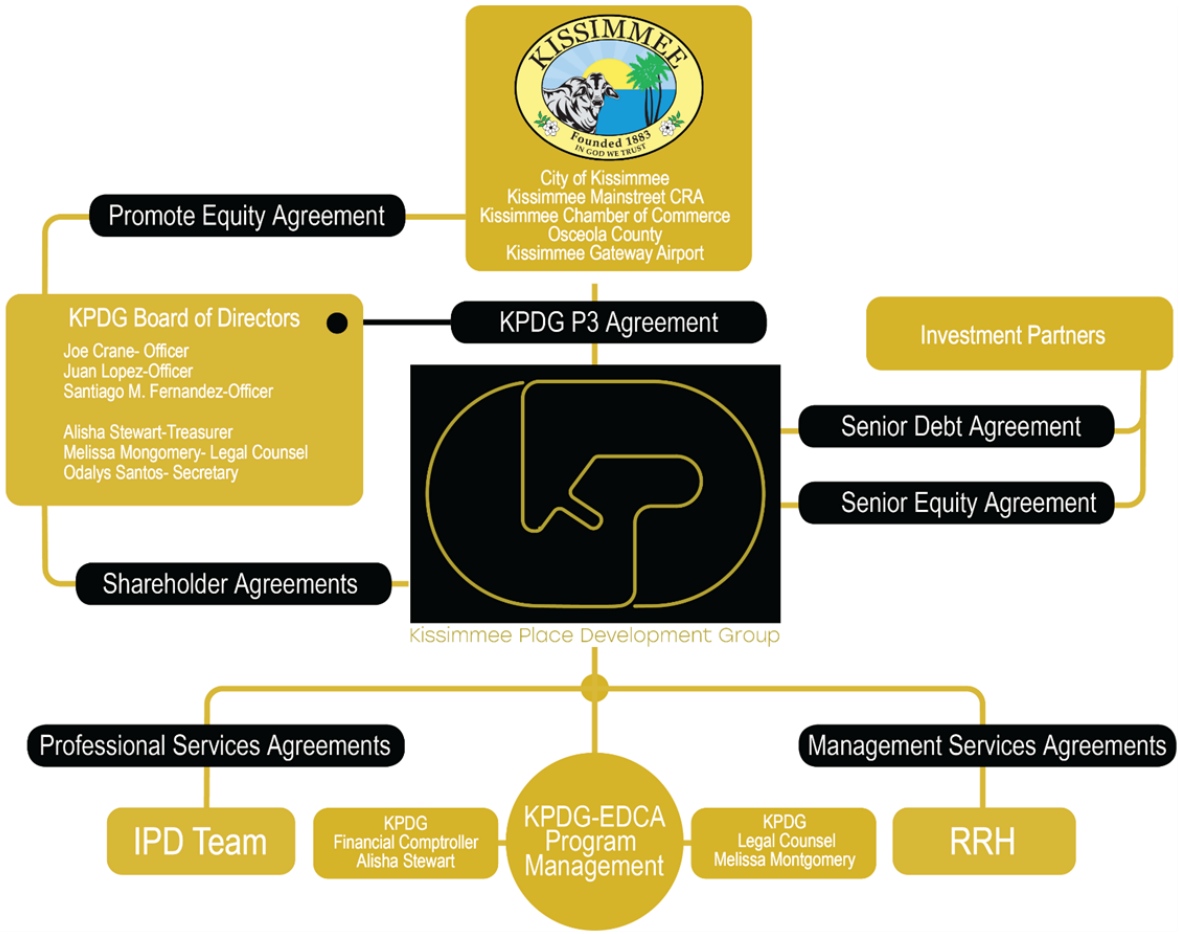


Description	Orig Dur	Early Start	Early Finish
SUMMARY ACTIVITIES			
TOTAL PROJECT DURATION	1302d	01JUN12	01JAN16
DESIGN DURATION	273d	30MAY13	28FEB14
PERMITTING DURATION	754d	01JUN12	28JUN14
CONSTRUCTION DURATION	548d	29JUN14	01JAN16
PERMITTING / APPROVALS			
START PERMITTING PROCESS	0	01JUN12	
SURVEY	30d	01JUN12	30JUN12
GEOTECH	30d	01JUN12	30JUN12
ENVIRONMENTAL REVIEW	15d	01JUN12	15JUN12
TRAFFIC STUDY	30d	01JUN12	30JUN12
PREPARE ENG DWGS/ENTITLEMENT PCKG	45d	01JUL12	15AUG12
NOTICE LISTS	45d	01JUL12	15AUG12
PUB OUTREACH MTG/OTHER APPS	90d	16AUG12	13NOV12
MNCPPC INITIAL SUBMISSION/INTAKE RVW	60d	14NOV12	13JAN13
MNCPPC FINAL SUBMISSION	0		13JAN13
SITE PLAN NOTICE OF APP MAILING	16d	14JAN13	29JAN13
DRC/INNER & OUTER AGENCY REVIEW	30d	30JAN13	28FEB13
DRC/INN & OUT AGENCY COMMENTS ISSUED	0		28FEB13
MODS. TO PLANS PER DRC COMMENTS	90d	01MAR13	29MAY13
RESUBMIT TO DRC/AGENCIES	0		29MAY13
DRC/AGENCY REVIEW	30d	30MAY13	28JUN13
DRC/AGENCY APPROVAL	0		28JUN13
ADVERTISE FOR MNCPPC HEARINGS	30d	29JUN13	29JUL13
MNCPPC HEARINGS	0	30JUL13	
MNCPPC/PROJECT ENTITLEMENT APPROVAL	0	30JUL13	
BLDG PERMIT SUBMITTAL	0	01MAR14	
BUILDING PERMIT REVIEW	30d	01MAR14	30MAR14
BLDG PERMIT COMMENTS ISSUED	0		30MAR14
RESPOND TO BUILDING PERMIT COMMENTS	60d	31MAR14	29MAY14
BLDG DEPT RESUBMITTAL	0	30MAY14	
BLDG DEPT REVIEW	30d	30MAY14	28JUN14
OBTAIN BUILDING PERMIT	0		28JUN14

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 in 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

Exhibit "D"

Sonesta ES SUITES

SONESTA ES KISSIMMEE
AT LAKE TOHO



SKYVIEW COMPANIES

DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS

01. BEAUMONT REDEVELOPMENT PLANS

Kissimmee Historic District, FL

Size	Budget	Timeline
Approx. 100,000 SF of office space, 312 residential rental units across 6 new urban city blocks	$250 Million	June 2022 - Fall 2027 (est.)

SkyView Companies Specializes in Large Format Higher-Density Urban Projects

City of Kissimmee Beaumont Redevelopment: Perhaps our most relevant Florida public agency relationship is our current redevelopment project with the City of Kissimmee. In a competitive RFP process, we won the development rights to the Beaumont redevelopment site located in Kissimmee's Downtown CRA. We worked exhaustively with the city to establish the Master Development Agreement for this multi-phase 20-acre site. We closely collaborated with multiple city stakeholders to create a master plan and design that met the city's goals for this transformative project. We urge you to contact our primary contacts at the City of Kissimmee (City Manager Mike Steigerwald and Development Director Craig Holland) for a first-hand review of our Public Private Partnership performance to date.

In 2020, SkyView Companies was honored to be named the Master Developer for the Beaumont Redevelopment site in Kissimmee, FL. Our vision is to create a thriving, mixed-use urban community centered around the Medical Arts District, bringing together living spaces, healthcare facilities, and retail opportunities.

Our Vision

The Beaumont Redevelopment project is more than just a development; it's about community-building. Our goal is to provide quality housing and amenities that support the Medical Arts District while enriching the local economy. We are committed to fostering a vibrant, connected neighborhood that blends seamlessly with Kissimmee's historic charm.

Phases of Development

Phase 1: The Allen

The Allen is a 312-unit apartment complex designed to cater to the medical community's needs. This isn't just another apartment complex; it's a vibrant community created to support the Medical Arts District.

Purpose: Provide hospital staff quality housing and attract disposable income to Kissimmee's historic downtown and Main Street businesses.

Design: Inspired by the historic downtown, The Allen features finishes that blend seamlessly with the surrounding area, making it look like it has always been part of the community. The street grid has been extended into the property, making the neighborhood walkable, bikeable, and convenient for all residents.

Phase 2: Medical Office Space: 100,000 SF of state-of-the-art medical office space designed to attract top healthcare providers and services, enhancing the Medical Arts District.

Future Phases:

Introducing Phase 3 at Beaumont – Where Community, Commerce, and Connection Come to Life

Phase 3 of the Beaumont development is the exciting next step in creating a true **live, work, and play** destination. Designed to complement the vibrant energy of The Allen residences and the professional excellence of The Medical Center, this phase introduces a thoughtfully curated mix of **retail and commercial spaces** tailored to enhance daily life. At the heart of Phase 3 is a beautifully **amenitized pond,** surrounded by **restaurants, cafes, and gathering spaces** — offering residents, professionals, and visitors a place to relax, connect, and enjoy scenic views. Whether it's grabbing coffee before a shift,



dining with friends after work, or hosting community events, this new retail corridor will be the go-to hub for leisure and lifestyle.

Phase 3 brings more than just convenience — it brings community.

Be part of the transformation. Be part of Beaumont.

Community Impact

The Beaumont Redevelopment is designed with the community in mind. By extending the street grid into the development, we've ensured that the neighborhood is highly walkable and bikeable. This connectivity enhances residents' quality of life and supports local businesses by increasing foot traffic.

Conclusion

SkyView Companies is dedicated to transforming the Beaumont Redevelopment site into a model urban mixed-use community. By focusing on the Medical Arts District and blending new development with the historic character of Kissimmee, we are creating a vibrant, sustainable community that will thrive for years to come.

DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS

02. THE ALLEN AT BEAUMONT

Kissimmee Historic District, FL

Size	Budget	Timeline
312 residential rental units across 6 new urban city blocks	$60 Million	June 2022 - Mar 2025

The Allen is Phase 1 of The Beaumont Redevelopment. This stunning building bring 312 apartment units with luxury amenities to Kissimmee's Medical Arts District, fulfilling a need for housing for the medical community. The goal was to provide quality housing for the medical staff. There are 3 major hospitals within a 1 mile radius. Inspired by the historic downtown, The Allen features finishes that blend seamlessly with the surrounding area. We were intentional about developing a project that looked like it has always been a part of the community.

The Allen boasts an impressive array of amenities, including a resort-style pool, a state-of-the-art gym, a stylish clubhouse, a game room, a cutting-edge sports simulator, and a business center featuring private offices and co-working spaces. Residents can also enjoy beautifully landscaped private courtyards. Once complete, The Allen will undoubtedly become the jewel of Kissimmee.

In keeping with the historic theme of the project, the building was named The Allen, paying homage to Kissimmee's former name, Allendale.

The Allen, which broke ground on May 4th, 2023 and was completed in March 2025.











DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS

03. MEDICAL CENTER AT BEAUMONT

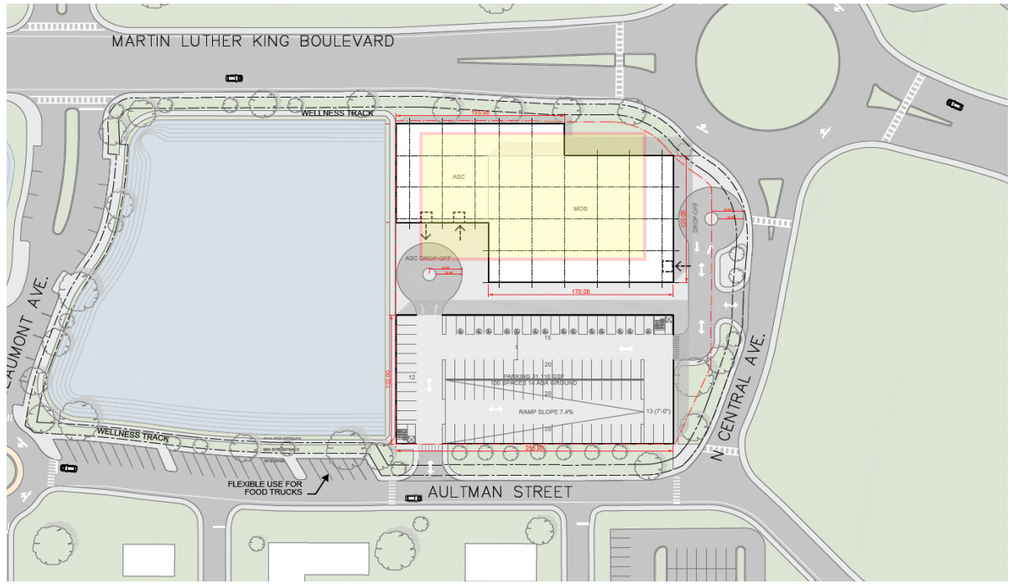
Kissimmee Historic District, FL

Size	Budget
100,000 SF, 381,000 patient visits annually, supports 500 jobs	$62 Million

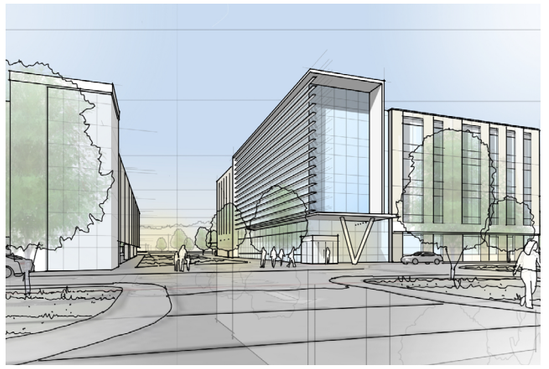
Discover The Medical Center at Beaumont – Where Innovation Meets Care
Strategically located in the heart of Beaumont's thriving Medical Arts District, The Medical Center at Beaumont was purposefully developed with the medical community in mind. This state-of-the-art, hospital-adjacent ambulatory center and medical office hub brings 100,000 square feet of cutting-edge healthcare space to one of the most dynamic healthcare corridors in the region.

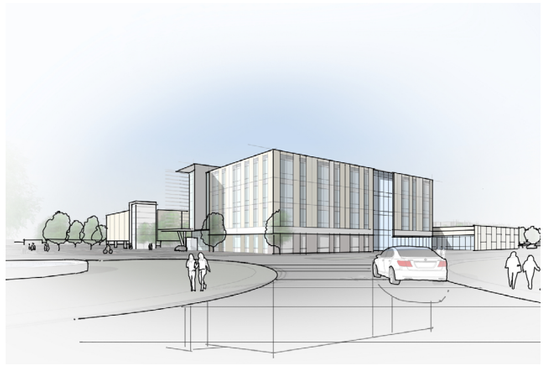
With three major hospitals within a one-mile radius, The Medical Center at Beaumont offers unparalleled access for providers and convenience for patients. Whether you're establishing a new practice, expanding your services, or seeking a collaborative healthcare environment, this premier location places you at the center of it all. Designed for practitioners. Built for community impact. Positioned for growth.

Join a thriving network of healthcare professionals and become part of the next chapter in Beaumont's medical excellence.











DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS – URBAN

04. THE URBAN

Flushing Queens, NY

Size	Budget
165,000 SF Mixed-Use, 20,000 SF ground floor retail, 15,000 SF of community facility office, 103 units, 175 parking spaces	$66 Million

The Urban is a 103 unit rental apartment building in Flushing, NY consisting of 165,000 SF of mixed-use, ground-up development. The building is ideal for professionals and young families who prefer to live in a building designed and managed for renters but featuring upscale condo level finishes.

The Urban is surrounded by a vibrant restaurant culture in addition to various options for entertainment, shopping, leisure and public transportation. The building also includes a fully equipped gym, entertainment lounge with pool table, 2nd floor outdoor terrace, and rooftop dog run, yoga lawn, grills, and outdoor seating areas.

The ground floors consist of 35,000 sf of commercial space. Retail tenants include Bank of America, HMart Supermarket, Burger King, and professional office spaces. Two floors of sub-grade parking provide for 175 cars.

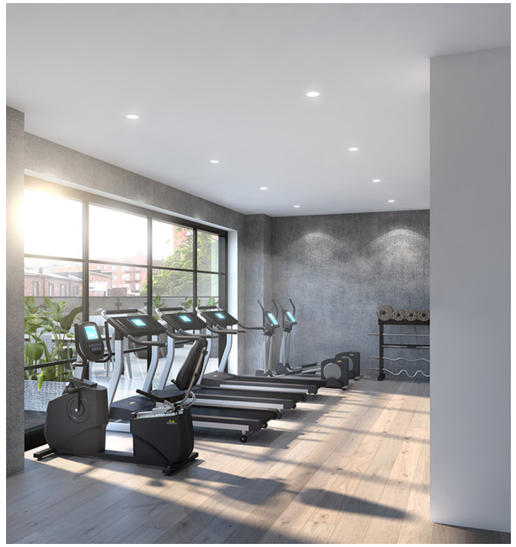
Located in a submarket dominated by condominiums, the 100% occupied property was completed in late 2020 and is the only new class-A multifamily development in Flushing, making it a premiere option for renters seeking luxury apartments in the neighborhood.

SkyView was responsible for obtaining the equity and debt financing, overseeing all aspects of construction and asset management and the ultimate disposition of the asset.









DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS – URBAN

05. THE GRAND AT SKY VIEW PARC

Flushing Queens, NY

Size	Budget	Timeline
750 Condos 24,000 SF Clubhouse Space	$750 Million	2015-2017

In the heart of Flushing, Queens, The Grand consists of a 750-unit residential condominium with a 7-acre green roof, a 5th-floor swimming pool, and 24,000 SF of club amenities. The Grand is surrounded by some of the city's best restaurants and sporting venues, with proximity to Manhattan and easy access to transportation. The shimmering towers are in a vibrant neighborhood with spectacular views and magnificent amenities.

Additionally, residents have direct access to The Shops at Sky View Parc with international brands such as Nike, Target and Uniqlo and supermarkets such as BJ's Wholesale Club, Sky Foods, a 33,000 SF Asian supermarket.

SkyView was responsible for master site planning, obtaining the debt and equity financing, negotiating entitlements with the municipality, overseeing all aspects of design, construction, and asset management, and implementing and managing the residential condo sales process.

SkyView sold 90% of The Grand residences between 2017 and 2019. The Grand was the #1 selling New York City project in 2017 and 2018.











DEVELOPER QUALIFICATIONS & EXPERIENCE

EXPERIENCED. DISCIPLINED. ENTREPRENEURIAL.



MICHAEL DANA

Partner/CEO - New York

President and Chief Executive Officer of Onex Real Estate Partners and SkyView Companies. Michael oversees all investment decisions, as well as the strategic direction of the fund.

Michael has been in the real estate business for more than 35 years. Prior to forming Onex Real Estate Partners and SkyView Companies, he accumulated more than a decade of investment banking experience that culminated at Credit Suisse First Boston, where he was the North American Head of Investment Banking. Prior to this, he ran the capital markets division of Equitable Real Estate.

Michael is a member of the Board of Trustees and Chair of the Baltimore Incentive Program of the University of Maryland. Michael holds a degree from the University of Maryland and an M.B.A. from the University of Pennsylvania's Wharton School of Business.



DAVID BRICKMAN

Partner - New York

David directs acquisitions and development for SkyView Companies. Since joining the team in 2007, David has been intricately involved in the financing, development, leasing, sales, and management of SkyView's development portfolio. David has been in the real estate business for more than 20 years. Prior to joining the team, David was a Vice President at Muss Development LLC. At this development firm, he underwrote and executed real estate acquisitions and multiple ground-up developments in New York City. Prior to that role, he was an analyst in Institutional Sales & Marketing at Bear Stearns Asset Management. David holds a master's degree in Real Estate Finance & Investment from New York University's Schack Institute of Real Estate where he graduated with distinction and was the recipient of the Dean's Graduate Fellowship, and a B.A. with High Honors in Economics from Brandeis University where he graduated summa cum laude and was elected to Phi Beta Kappa. David is a licensed real estate broker in New York State.



STEPHEN LIBERTY

Partner/COO - Florida

Stephen manages day-to-day operations for SkyView Companies. Stephen's responsibilities include overseeing field personnel, risk management, project and systems controls, and accounting for the development and construction process. Stephen has recently relocated to central Florida to establish SkyView Companies southern base of development operations. Stephen most recently oversaw the construction operations for The Urban, a $65 million mixed-use development in Flushing, Queens. Prior to that, Stephen oversaw project controls for the $925 million mixed-use SkyView Parc Phase I and $490 million SkyView Parc Phase II projects in Flushing, New York. Stephen has been in the development, construction management, and accounting fields for over 30 years. Prior to joining SkyView Companies, Stephen was Director of Project Control at ITT Sheraton Corporation and was responsible for project controls for more than $1.5 billion in hotel, casino, and retail projects under the ITT Sheraton and Caesars World brands. Stephen is a graduate of Cornell University.



BLANCA PADILLA

Project Management -Florida

Blanca, with 17 years of experience in the construction industry, currently holds the position of Director of Business Development and Marketing Strategies at SkyView Companies. Her expertise lies in managing large-scale urban mixed-use developments, having overseen over $1.5B in construction in New York City. In 2017, she established SkyView Companies Florida and spearheaded The Beaumont Redevelopment Project, a 20-acre initiative in partnership with the City of Kissimmee. Blanca balances her time between project management, development, site acquisition analysis, business growth, and marketing.

A dedicated member of the CREW Orlando chapter, she actively contributes to the special events committee and co-chairs the programs committee. Her outstanding contributions were recognized when she received the Rising Star Award from CREW Orlando in 2023.



MARIO FARIAS

FCG CEO/Partner

Mario Farias is the managing partner and founder of Farias Consulting Group, established in 2008. With a career rooted in business growth and job creation, he began in the automotive industry, building successful teams that expanded businesses nationwide, even during challenging economic times.

Today, Mario leads multi million-dollar economic development projects and public-private partnerships, specializing in government relations, communications strategies, private sector development, and transnational collaborations. His efforts have forged strategic partnerships that strengthen communities, generate new revenue streams, and create jobs.

A serial entrepreneur, Mario owns multiple restaurants and businesses while actively supporting charities and organizations dedicated to building a stronger, more compassionate community.



ALFRED WENDLER

FCG COO/Partner

Alfred Wendler is a seasoned commercial real estate professional with over 20 years' experience ranging from portfolio management to real estate development and municipal projects. He worked for the City of St. Petersburg in the real estate department for almost a decade, having served as the Director of Real Estate & Property Management. Mr. Wendler brings a firsthand understanding of public private partnerships from the perspective of a municipality and the constraints cities must work within. Mr. Wendler has also served a variety of roles in the corporate environment, developing and managing real estate portfolios in senior leadership positions to include Vice President of Real Estate. By combining his public and private experience, Mr. Wendler brings a unique set of skills to Farias Consulting Group in overseeing public private municipal projects, having sat on both sides of the table.

DEVELOPER QUALIFICATIONS & EXPERIENCE

MOHIP *LAW*



AMINIE MOHIP, ESQ., JD

General Counsel

Practicing since 1991, Aminie Mohip, Esq. has extensive experience in real estate development, including hotels, hotel management companies, office buildings, and retail projects. From 2007 to 2012, she served as Director of Development and General Counsel at Menna Development & Management, Inc. (MDM), a Florida-based commercial developer specializing in hotel projects. She managed all legal aspects of real estate transactions—from acquisition, financing, and entitlements to project stabilization and sale. She also oversaw operations-related legal matters, including HR for 300+ employees, vendor agreements, group room and banquet contracts. As Director of Development, she collaborated with hotel franchisers, local jurisdictions, and construction teams from groundbreaking through completion, and handled hotel and asset sales, including title insurance issuance.



KEVIN WOJTOWICZ

Development Partner

Kevin became a partner at Nielson Hoover in 1997 after eight years with Travelers (formerly Aetna Casualty and Surety). As Managing Partner of Nielson, Wojtowicz, Neu & Associates, he oversees the Tampa Bay, FL, and Asheville, NC offices while also serving as a Surety Specialist, focusing on client acquisition and expert guidance.

He holds a Business Administration degree from the University of Florida and an Associate in Fidelity and Surety Bonding from AICPCU. With nearly 30 years in the industry, he has helped contractors—from startups to billion-dollar firms—secure optimal surety programs. Before NHC, he launched Travelers' Emerging Contractor Unit for Florida.

Kevin actively supports clients' business goals and is involved in industry groups like Associated Builders and Contractors and the Florida Transportation Builders Association. A Tampa Bay resident for over 25 years, he enjoys flying, golfing, and boating in his free time.

DOUG ANDERSON

Partner - CBA

Doug Anderson joined Charlan Brock Architects in 1982 and has been an integral part of our team ever since. He brings incredible leadership and insight, and is responsible for all aspects of developing and managing a project's design. From design development, to project budget and scheduling, to construction documents and construction administration, he is committed to the delivery of a quality, finished project. He is a mentor and teacher to many of our team members, and he strives to continually advance the quality of service and end products produced by CBA.

Doug's projects have included over 25,000 garden style and mid-rise apartment units, hundreds of condominium units, mixed-use/ town centers, yacht/beach clubs, and retail centers. A tenacious reader and researcher, Doug devotes himself to staying ahead of the curve regarding the latest systems, techniques, and information to give our clients and projects an advantage in all respects and maximize their success.



CRISTIAN O. OQUENDO, AIA

Partner - CBA

Cristian Oquendo joined Charlan Brock Architects in 2014 with a commercial/ entertainment background. Having worked in Central Florida's theme park industry, he brings an outside the box creative problem-solving mentality to every design challenge that comes his way. As a designer for CBA, he leads the team to find artistic solutions that are in tune with the technical parameters of our projects.

Cristian's passion is creating communities that harmonize with the existing conditions of their environments, while serving and supporting fellow team members so they can achieve the best design possible. He embraces state of the art software, utilizing it to create immersive experiences to help our clients visualize their goals and showcase CBA's thoughtfully-designed architecture.

In addition to being a Partner at CBA, Cristian is a Lead Designer and Project Architect.

SONESTA
HOTELS AND RESORTS

SONESTA

Hotel Partner

Sonesta International Hotels welcomes guests from around the world, offering service with passion, loyalty with purpose, and a deep commitment to both new and returning visitors. The human side of hospitality is at the heart of its culture, with a mission to exceed expectations for guests, team members, partners, and communities by delivering quality, value, and exceptional service.

With the addition of the Red Lion Family of Hotels, Sonesta continues to expand its reach, now operating over 1,100 properties across eight countries. With 15 industry-leading brands, Sonesta offers a diverse range of accommodations, from luxury stays to extended travel options and budget-friendly explorations, ensuring the perfect experience for every traveler.

MILLENNIUM
HOSPITALITY MANAGEMENT GROUP
Built on old school hospitality principals with modern flare.

MILLENIUM

Hotel Management Partner

Millennium Hospitality Management Group is a premier third-party management, investment and ownership group for the hospitality industry nationwide. Their vision is to create a results-oriented leadership company with spirited, well-trained associates that provide a memorable experience for our guests. Their success is producing a hotel experience that brings positivity to guests, development growth to their associates and strong returns for their owners/investors. Millennium Hospitality currently manages branded properties in key markets such as Ohio, West Virginia, Pennsylvania, and Virginia and is in development with key brands throughout the South-East, Mid-West, Mid-Atlantic, and Caribbean. They are committed to being the best hospitality management, development, and construction organization of choice for each hotel segment in every market that they serve. They have strong relationships with key brands in the hospitality industry such as: Choice Hotels, Wyndham, IHG, Hilton, Marriott, Sonesta and Best Western.

PROJECT CONCEPT

Overview of the Proposed Development
We Love Kissimmee and have proven it in our commitment to the community in not only development but also in supporting other organizations in their endeavors.

Sonesta ES Kissimmee at Lake Toho
The project is a proposed $20M mixed-use development aimed at filling a need in Downtown Kissimmee for flexible accommodations for both short term and extended stays in a hybrid development. While the prospect of a large convention hotel is exciting, we believe our proposed development is much more feasible, and much more likely to be developed quickly. Additionally, a smaller suite only property will complement the proposed Civic Center hotel development and renovation better than a large competing property. We strongly feel a mixed-use exended stay development will meet both the need of night-to-night hotel guests as well as extended stay guests to serve visiting nurses, courthouse business, government business and the various special events at Osceola Heritage Park, and Lake Toho and beyond in a more homelike atmosphere than a conventional hotel.

The development features 113 thoughtfully designed extended stay suites consisting of studio units with limited one- and two-bedroom units also available serving families visiting the area. All suites will feature a small kitchen which will promote both traditional hotel and extended stays. A standard SkyView feature, the property will feature a private pool and pocket park oasis while centered in the heart of Downtown Kissimmee. It will also feature the latest technology, ensuring the guests the most pleasant of stays that aren't normal in standard hotels.

Our design preserves most of the Maslow mural and retains an enhanced public pocket park on East Monument Ave to continue to serve the community for pop-up events and markets. Corner bodega style retail spaces round out the first-floor streetscape. We will create a walking trail along the train side of the garage to promote efficient and pleasant pedestrian access through the historic downtown and onto Kissimmee Lakefront Park from the intermodal train station. We are very excited about the location of the Toho Garage site with its unparalleled proximity to Broadway, the intermodal transportation station, Lakefront Park and the Kissimmee Civic Center.



PROJECT CONCEPT

Overview of the Proposed Development
With ES Suites, home is any new spot you're going to be staying a while in. The new settings might be different but the friendly faces are still the same. You have access to everything at your fingertips and even a backyard to bring it all back to that at home feeling. Refreshing, homelike spaces, greet every guest but with some unexpected little surprises sprinkled in.

Brand Pillars
The compelling truths and characteristics of the brand that shape us. Our essence, our core values.

Refreshing: Presenting New Places & Friendly Faces
One thing that remains true is our spirited energy and engaging personality. Every connection we make is a chance to put a smile on our guests' faces.

Generous: Delivering the Best Parts of Home
The minute you walk in you're immersed in an atmosphere that feels just right. That's because our generosity shines through from our vibrant, helpful energy to our large, roomy spaces. Whether guests want to kick back and relax, carry out a business deal, or make themselves at home – we got them covered.

Surprising: Sharing Local Embraces
From delivering unexpected treats to celebrating the culture and flavor of the local area, we go above and beyond to surprise and delight guests. These special moments help to make them feel appreciated and connected to the neighborhoods we're a part of. The more you stay, the more you love us.

Home on the Road:
For those on the road, Sonesta ES Suites offers a welcome embrace of home. Inspired by the way guests already live, Sonesta ES Suites does comfort best with a warm, bright, and refreshing take on the extended stay experience. Guests can spread out in our spacious suites, whip up a bite in our fully equipped kitchens, and enjoy an atmosphere of ease, whether on an important business call or delighting in a mid-afternoon nap. Life is just better when you're comfortable and everything feels familiar. It's why you get coffee at the same place before your morning meeting each day and why Tuesday's will forever be for tacos. We know that time away from home can be challenging, missing the familiarity, and awaiting the unknown adventure that lies ahead. That's why at ES Suites it's about more than quick hellos and welcoming smiles. It's about making every guest feel as if they've been here 100 times before. It's about a warm embrace for your soul, that same comfort, same soothing, same heartening feeling you get when you walk through your own door, perhaps even better welcome to your home on the road.



PROJECT CONCEPT











PROJECT CONCEPT



1 RENDERED SITE PLAN
SCALE: 1" = 30'-0"

0 15 30 60
SCALE: 1" = 30'

N

PROJECT DATA

UNIT MIX **(3/5 STORIES)**

	Count	Unit %
Studio (S)	75	66%
1 Bedrooms (A)	20	18%
2 Bedrooms (B)	18	16%
Total	**113**	**100%**

RETAIL

Parcel 1	1,400 SF
Parcel 2	1,600 SF
Total	**3,000 SF**

AMENITIES

- Lobby
- Fitness
- Pool Side Amenity
- Pedestrian Trail
- Community Park

ECONOMIC & FISCAL IMPACT

Total Project Investment and Financing Structure
$20 Million, 60% Traditional Financing, 40% Private Equity

$500K
SALES & TOURIST DEPARTMENT TAX REVENUE

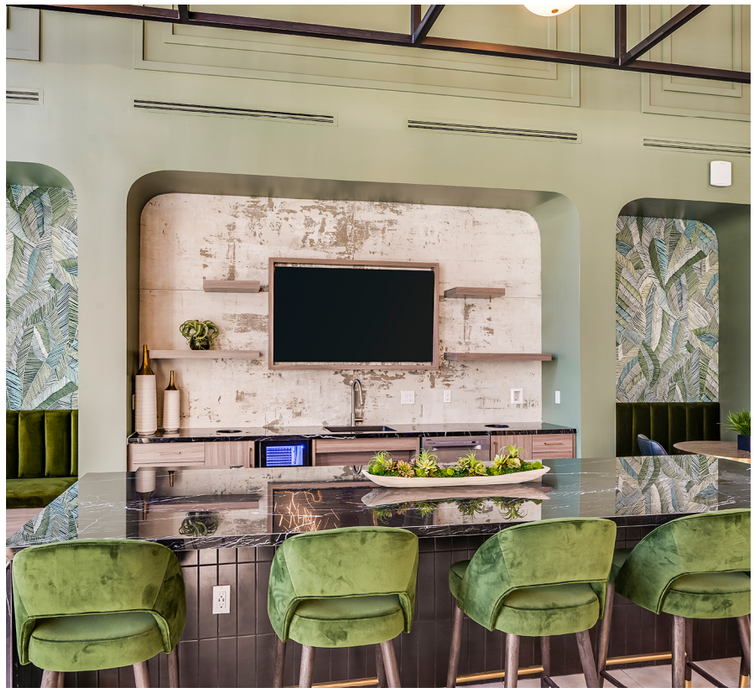
$332K
ANNUAL PROPERTY TAX REVENUE

30K
PATRONS & SHOPPERS TO HISTORIC DOWNTOWN KISSIMMEE BUSINESSES

130
COMBINED TOTAL NUMBER OF CONSTRUCTION AND PERMANENT JOBS







CITY SUPPORT & REQUESTED INCENTIVES

Any Land Contributions, Tax Abatements, or Infrastructure Assistance Requested
Fee Simple Purchase of 1 acre of land for $200,000

City Assistance Requested:
- Pioneer Grant for $1.5M
- Waive Main Building Permit Fee
- Waive Mobility Impact Fee (TOD Project)
- Waive Parks & Rec Impact Fee (project is creating a new city park)
- Financial Support to update the South Garage Facade screening along the new City connector park
- Reimburse for the installation of 2 garage elevators including shaft modifications $440,000 - elevators to be owned by the City
- 1st Year Tax Abatement of 50%
- Parking use easements
- Update use to allow overnight parking
- Ingress/Egress Access Easements covering elevators and stairs

Justification for Public Support and Expected Return on Investment
- City Investment approx $2m net of land purchase
- Private to Public Investment Ratio = 10:1
- Increases Property Tax Base
- Provides Sales and Tourist Tax Revenue
- Brings 30,000 additional patrons and shoppers to Historic Downtown Kissimmee
- Creates over 30 permanent jobs in Downtown Kissimmee







PUBLIC PURPOSE

Clear Public Benefit that Aligns with Community Needs and Deliver Measurable Benefits to the City of Kissimmee

Building Stronger Communities: Hotels, particularly extended stay properties, play a vital role in strengthening downtown communities by driving economic growth, fostering connectivity, and enhancing the urban experience. In downtown Kissimmee, an extended stay hotel can support local businesses by increasing foot traffic and patronage from both long-term guests and their visiting families or colleagues. It creates stable job opportunities, from hospitality roles to service providers, contributing to workforce development in the area. Additionally, by offering comfortable accommodations for business travelers, relocating families, and seasonal workers, the hotel supports local industries, including healthcare, education, and construction. Its presence also encourages further investment in public infrastructure, retail, and dining, reinforcing the city's goals for downtown revitalization and vibrancy.

- Job creation
- Housing for temporary contracted employees with government, healthcare, special events and construction as well as visitors
- Serves as a connector for increased foot traffic to downtown from the waterfront
- Public promenade
- Public pocket park
- Beautification of public parking garage
- Tax revenue
- Supplements proposed Civic Center revitalization
- Additional retail opportunities







TIMELINE & FEASIBILITY

Project Phases, Including Entitlement, Permitting, and Construction Schedule.
6 Months Design and Permit | 12 Months Construction

Target Completion Date and Potential Challenges.
Target Completion 2026-Q4 - Need expedited permit reviews as contemplated in the CRA / Economic Development Incentives

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 15, 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 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing in Ceremony for Five New Police Officers

Swearing in and administering of oath for five new Police Officers.

Police Chief Broadway administered the Oath of Office to Officers Jeriah Estrada, Delia Franco Lopez, Steven Ramos, Bernardo Resto-Salgado, and Guillermo Barboza-Calero.

3.B Proclamation - Denim Day

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

City Manager Steigerwald read a proclamation in honor of Denim Day as the Mayor and Commissioners presented the proclamation. Recipient, Mr. Damiani thanked the city for their support for nine consecutive years and provided information on the mission of the Victim Service Center.

3.C Proclamation - National Day of Prayer

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

City Manager Steigerwald read a proclamation in honor of the National Day of Prayer as the Mayor and Commissioners presented the proclamation. The receipient thanked the city and invited the community to join them for a session of prayer at the Osceola Courthouse on May 1st.

3.D Proclamation - National Fair Housing Month

National Fair Housing Month Proclamation is being presented to Tammy Douglas, Executive Director at Help Now. This Year, Help Now is hosting the City's fair housing events - Fair Housing Real Talk and the Fair Housing Drawing Contest.

City Manager Steigerwald read a proclamation in honor of Fair Housing Month as the Mayor and Commissioners presented the proclamation. The recipient, Ms. Douglas thanked the City for their support.

3.E Proclamation - National Community Development Week

To present the "National Community Development Week" proclamation to Catherine Steck McManus, President and CEO from Habitat for Humanity of Greater Orlando and Osceola.

City Manager Steigerwald read a proclamation in honor of National Community Development Week as the Mayor and Commissioners presented the proclamation.

3.F Presentation by Habitat for Humanity of Greater Orlando and Osceola County

Presentation by Habitat for Humanity.

President and CEO from Habitat for Humanity of Greater Orlando and Osceola, Catherine Steck McManus reviewed a PowerPoint attached to the agenda.

3.G Employee of the Month for April

Staff requests that the Commission join the City Manager in recognizing Carlos Risper of the Development Services Department as the employee of the Month for April

The employee of the month could not attend tonight and will be recognized at a future meeting.

3.H Service Awards for January, February, and March 2025

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

City Manager Steigerwald acknowledged employees who've reached service milestones of five, ten, twenty, and twenty-five years, and presented awards to those who were in attendance.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

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

Chared Aguirre, 1000 Douglas Avenue, Altamonte Springs, FL representing Local 737 discussed the downtown hotel proposals workshop and encouraged the commission to make the decision that best benefits the community.

Mary Olivia Legree, 710 Sienna Palm Drive, Kissimmee, FL representing Local 737, reviewed the workshop presentations and vocalized her support for the KPDG proposal.

Jose Castro, 110 Lakeview Drive, Kissimmee, FL representing Local 737 was also in favor of the KPDG hotel proposal.

7. CONSENT AGENDA T*he 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 Alvarez made a motion to approve the Consent Agenda in its entirety. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the April 1, 2025, Commission workshop and meeting

Request Commission approval of the April 1, 2025, workshop and commission minutes.

7.B Lyndell Drainage Improvement Project Change Order

Approval of Change Order No. 1 to amend the current contract price for American Persian Engineering & Construction, LLC (APEC), contract number 20240056, by $242,177 for additional work needed to complete the construction of Phases 1 and 2 due to unforseen issues, along with a budget request transfer to cover the shortfall.

7.C Approval of Resolution confirming and directing stand up and implementation development of a non-ad valorem fire service assessment

Direction and confirmation by Resolution to take necessary steps to set forth a proportionate and legally valid annual fire service assessment to partially supplement annual funding for both capital, capital equipment (e.g. fire trucks) and competitive attraction of labor (firefighters).

Adoption of Resolution #03-2025

7.D Justice Assistance Grant Award

Approval to accept the Justice Assistance Grant – Countywide (JAG-C) Program in the amount of $35,539.63 (Grant #JAGCGM) and approval to amend the budget accordingly.

7.E Change Order for the Fire Training Facility Pavilion Project

Approval to amend the current contract price for the Fire Training Facility Pavilion project (contract #20240460) from $489,775 to $555,638 for desired design modifications.

7.F Local Housing Assistance Plan for Fiscal Years 2025-2028 and Accompanying Resolution and Certification

Approval of the Local Housing Assistance Plan for Fiscal Years 2025-2028; Adoption of the Resolution Approving the Plan; and Execution of the Certification.

Adoption of Resolution #04-2025

7.G Purchase of SCBA Integrated Rope Bailout Systems

Approval and execution of contract #20250230 for the purchase of 60 SCBA integrated rope bailout systems from Municipal Equipment Company.

7.H Kissimmee Mill Run Fire Station Construction Manager at Risk agreement

Approval of the agreement with CORE Construction to provide construction manager at-risk services for the new Kissimmee Fire Department (KFD) Mill Run Fire Station and approval of the First Addendum for Pre-Construction Services. (Contract #20250225)

7.I Architectural and Engineering Continuing Services Agreement

Architectural and Engineering Continuing Services Agreement (contract # 20240133).

7.J Disposal of City Assets

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

7.K Amendment to Extend a Public Transportation Grant Agreement for Design of Parcel 8 at Kissimmee Airport

Approval of a one-year extension of a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT), for the Design of Parcel 8 project at Kissimmee Gateway Airport. Grant Master# Parcel 8.

7.L Approval to Extend a Space Use Permit for Jr. Davis Construction Co.

Approval to extend a Space Use Permit for Jr. Davis Construction Co. for storage of temporary construction offices and associated automobile parking. Contract# 20240310

8. DISCUSSION ITEMS

8.A Operation Business Boost 2.0

Update on Operation Business Boost 2.0

Economic Development Director David Rodriguez provided information on Operation Business Boost 2.0 as outlined in the agenda.

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

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz
NAY: None

Motion carried 5 - 0.

8.B Commission Travel Authorization

Approval of Commission travel requests and any associated costs, such as hotel accommodations, travel expenses, meals and mileage, in accordance with the City Commission policy.

The mayor outlined the purpose of the upcoming trip to Puerto Rico, emphasizing its role as a collaborative and economic development opportunity. The visit will include tours of college campuses and efforts to build future partnerships with community leaders. Discussion followed regarding the trip's initiatives and its potential impact on business and economic growth in Central Florida.

Commissioner Alvarez made a motion to approve the mayor to attend a mission trip to Puerto Rico for economic collaboration along with the City Manager and Economic Development Director and for the Mayor and Vice Mayor to attend a Florida League of Mayors reception in Tampa. Commissioner Martinez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz
NAY: None

Motion carried 5 - 0.

8.C Advisory Board Vacancy: Planning Advisory Board

The Commission is requested to make an appointment to fill a vacancy on the Planning Advisory Board.

Commissioner Ortiz requested additional time to review the information. The item will be brought back for consideration at the next commission meeting.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Ortiz paid tribute to the lives lost in the Dominican Republic. Commissioner Eady expressed gratitude to Kristen Arrington for her advocacy at the state level. Commissioner Alvarez invited the community to attend the upcoming Caribbean Fusion Festival. Commissioner Martinez praised the mayor's efforts in fostering intergovernmental

partnerships. Mayor Espinosa thanked all the workshop participants and reaffirmed the Commission's dedication to community input and making informed decisions for the benefit of the city.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:54 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B
Addendum to Guaranteed Maximum Price for Lancaster Ranch Park Phase 1B

Request

Approval of an addendum to the Guaranteed Maximum Price agreement with Arnco Construction, the Construction Manager At Risk (CMAR) for Lancaster Ranch Park, Phase 1B in the amount of $2,602,210.11, and authorize the City Manager to sign future documents for Phase 1B and transfer all funds to one project, ST2411. This is an addendum to the original GMP City Contract # 20230015.

Explanation

Phase 1A of Lancaster Ranch Park construction is to be completed, May 2025. Funding for Phase 1B is now available in Sales Tax project ST2411, RI2400 and RI2500 for vertical construction on Phase 1. Included in Phase 1B is the construction of two large pavilions, one restroom, a small playground, and landscaping.

The engineer/architect (AECOM) Construction Cost Estimate for Phase 1B was $2,530,000 with an estimate of $30,000.00 for water and sanitary to caretaker house. Negotiations with Arnco Construction resulted in a Guaranteed Maximum Price (GMP) addendum of $2,602,210.11 for phase 1B vertical construction. The scope of work includes all labor, materials and supervision to complete the project within the proposed 6-month timeframe.

Attached is Exhibit C, the GMP Addendum and Schedule 1-4 outlining the Scope of Work and associated costs.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393 10550706-506393 10550706-506393	ST2411 RI2400 RI2500	Decrease Decrease Decrease	$1,829,047.57 $352,111 $500,000	

Financial Summary:

The funds are available in the three projects listed (ST2411, RI2400 and RI2500). Project strings will be created from the Recreation Impact Fee fund.

Recommendation

Approve addendum to the Guaranteed Maximum Price agreement with Arnco Construction, the Construction Manager At Risk (CMAR) for Lancaster Ranch Park, Phase 1B in the amount of $2,602,210.11, and authorize the City Manager to sign future documents for Phase 1B.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. (S) Lancaster Ranch GMP addendum Phase 1B - Exhibit C
2. City Contract 20230015

1110 Pennsylvania Avenue – Saint Cloud, FL 34769
tel: 407-892-0111 – fax: 407-892-0053
ArncoConstruction.com

April 1, 2025

City of Kissimmee
101 Church Street, Ste 301
Kissimmee, FL 34741

Re: City of Kissimmee, Lancaster Ranch Park Phase 1B

Dear Steve Lackey,

We are pleased to submit for your review, the following proposal on the above referenced project in the amount of $2,569,761.89 for the Construction Phase of this project as further described below.

- Proposal includes all labor, equipment, materials and supervision to complete the project per the associated GMP documents attached herewith

Thank you for the opportunity to submit our proposal on the referenced project

Sincerely,

Phillip Owen
Project Manager

Arnco Construction, Inc.
1110 Pennsylvania Avenue, St. Cloud, FL 34769
PH. 407-892-0111

Schedule 1

Lancaster Ranch Park
Phase 1B

Construction Manager's Personnel
During Construction Phase

Name	Title	Duration (Weeks)	Percentage
	Off-Site Staff		
Andrew Wells	Project Manager	24	100%
Kim Cover	Project Engineer	6	25%
	On-Site Staff		
TBD	Superintendent	24	100%

Arnco Construction, Inc
1110 Pennsylvania Avenue, St. Cloud, FL 34769
PH. 407-892-0111

Schedule 2

Lancaster Ranch Park-Phase 1B

Documents		Date	Rev. Date
	Specifications	1/3/2025	
Drawings			
Sheet	**TITLE**		
	Cover Sheet		
	Site Plan & Notes		
SP-01	Overall Site Plan	1/17/2025	
SN-01	Standard Notes & Drawings Symbols	1/17/2025	
	Civil		
C-001	General Notes & Legend	1/17/2025	
SL-1	Site Layout and Dimensioning Plans	1/17/2025	
SL-2	Site Layout and Dimensioning Plans	1/17/2025	
PGD-1	Grading, Drainage and Erosion Control Plans	1/17/2025	
PGD-2	Grading, Drainage and Erosion Control Plans	1/17/2025	
PGD-3	Details	1/17/2025	
WS-1	Water and Sanitary Sewer Plans	1/17/2025	
WS-2	Water and Sanitary Sewer Plans	1/17/2025	
WS-3	Utility Details	1/17/2025	
WS-4	Utility Details	1/17/2025	
	Hardscape		
HS-01	Hardscape Plans	1/17/2025	
HS-02	Hardscape Plans	1/17/2025	
HS-03	Enlargement Plans	1/17/2025	
HS-04	Hardscape Details	1/17/2025	
HS-05	Hardscape Details	1/17/2025	
HS-06	Hardscape Details	1/17/2025	
HS-07	Hardscape Details and Finish Schedule	1/17/2025	
	Irrigation		
LI-01	Irrigation Plan	1/17/2025	
LI-02	Irrigation Plan	1/17/2025	
LI-03	Irrigation Notes & Schedule	1/17/2025	
LI-04	Irrigation Details	1/17/2025	
LI-05	Irrigation Details	1/17/2025	
	Landscape		
LS-01	Landscape Plan	1/17/2025	
LS-02	Landscape Plan	1/17/2025	
LS-03	Planting Details and Plant List	1/17/2025	
	Structure		
S-0.00	Design Criteria, Symbols, & Abbreviations	1/17/2025	
S-0.01	Structural General Notes	1/17/2025	
S-0.31	Concrete Typical Details	1/17/2025	
S-0.41	Masonry Typical Details	1/17/2025	
S-2.10	Restroom 02-Foundation, Slab, and Wall Layout Plan	1/17/2025	

S-2.30	Restroom 02-Roof Framing Plan	1/17/2025
S-2.40	Restroom 02-Structural Elevations	1/17/2025
S-4.00	Pavilion 02-Slab Plan	1/17/2025
S-4.20	Pavilion 02-Roof Framing Plan	1/17/2025
S-4.50	Pavilion 02-Sections & Details	1/17/2025
	Mechanical	
M-0.01	General Notes, Abbreviations, Legends, Details and Schedules	1/17/2025
M-0.02	Mechanical Details	1/17/2025
M-1.01	Mechanical Floor Plan	1/17/2025
M-1.02	Plumbing Floor Plan	1/17/2025
M-1.03	Plumbing Floor Plan	1/17/2025
M-1.04	Plumbing Floor Plan	1/17/2025
M-1.05	Plumbing Floor Plan	1/17/2025
M-7.01	Piping Isometrics	1/17/2025
M-7.02	Piping Isometrics	1/17/2025
	Electrical	
E-00	Overall Electrical Site Plan	1/17/2025
E-01	Electrical Site Plan-1	1/17/2025
E-02	Electrical Site Plan-2	1/17/2025
E-03	Electrical Site Plan-3	1/17/2025
E-04	Electrical Site Plan-4	1/17/2025
E-10	Electrical Legend	1/17/2025
E-11	Electrical Abbreviations and General Notes	1/17/2025
E-12	Lighting Fixture Schedule-Pavilions & Restrooms	1/17/2025
E-20	Electrical Specifications	1/17/2025
E-21	Electrical Specifications	1/17/2025
E-50	Power Riser Diagram	1/17/2025
E-60	Lighting Controls and Schedule	1/17/2025
E-70	Panel Schedule	1/17/2025
E-2.00	Restroom 02 Floor Plan, Electrical	1/17/2025
E-2.01	Restroom 02 Ceiling Plan, Electrical	1/17/2025
E-2.02	Restroom 02 Roof Plan, Lightning Protection	1/17/2025
E-4.00	Pavilion 02 Floor Plan, Electrical	1/17/2025
E-4.02	Pavilion 02 Roof Plan, Lightning Protection	1/17/2025
E-700	Electrical Details-Lightning Protection	1/17/2025
	Architecture	
G-1.00	Code Information, General Note, Abbreviations and Symbols Legend	1/17/2025
A-0.10	ADA Accessibility Details	1/17/2025
A-0.11	ADA Clearance Diagrams	1/17/2025
A-1.00	Architectural Site Plan	1/17/2025
A-2.00	Restroom 02 Life Safety Plan	1/17/2025
A-2.10	Restroom 02 Floor Plan	1/17/2025
A-2.20	Restroom 02 Reflected Ceiling Plan	1/17/2025
A-2.30	Restroom 02 Roof Plan	1/17/2025
A-2.31	Restroom 02 Finish Plan	1/17/2025
A-2.32	Restroom 02 Enlarged Plan	1/17/2025
A-2.33	Restroom 02 Enlarged Plans and Elevations	1/17/2025
A-2.34	Restroom 02 Interior Elevations	1/17/2025
A-2.40	Restroom 02 Exterior Elevations	1/17/2025
A-2.50	Restroom 02 Building Section 01	1/17/2025
A-2.51	Restroom 02 Building Section 02	1/17/2025
A-2.61	Wall Sections	1/17/2025
A-2.62	Details	1/17/2025
A-2.63	Details	1/17/2025
A-2.70	Restroom 02 Door Schedule and Details	1/17/2025
A-4.00	Pavilion 02 Floor Plan	1/17/2025
A-4.10	Pavilion 02 Reflected Ceiling Plan	1/17/2025

A-4.20	Pavilion 02 Roof Plan	1/17/2025
A-4.30	Pavilion 02 Exterior Elevations	1/17/2025
A-4.40	Pavilion 02 Building Sections	1/17/2025
A-4.50	Pavilion 02 Wall Sections	1/17/2025
A-4.51	Pavilion 02 Details	1/17/2025
	Wayfinding	
GR-001	General Notes	1/17/2025
GR-002	Graphics Standards	1/17/2025
GR-101	Sign Location Plan	1/17/2025
GR-102	Sign Location Plan	1/17/2025
GR-103	Sign Location Plan Restroom Building	1/17/2025
GR-201	Sign Type B1	1/17/2025
GR-202	Sign Type C4	1/17/2025
GR-203	Sign Type E2	1/17/2025
GR-204	Sign Types G1, G2, G3	1/17/2025
GR-205	Mounting Elevations Sign Types G1, G2, G3	1/17/2025
GR-206	Sign Type H1 Pavilion Identification	1/17/2025
GR-207	Sign Type H1 Pavilion Identification	1/17/2025
GR-208	Sign Type H2	1/17/2025
GR-301	Sign Type B1 Fabrication & Mounting Details	1/17/2025

CODE	Line Items	Quan	Unit	Cost/Unit	Total
2000	Site Work	1	LS	$ 211,691.50	$ 211,691.50
2000	Landscape & Irrigation	1	LS	$ 71,619.04	$ 71,619.04
2000	Fencing	1	LS	$ 22,500.00	$ 22,500.00
4000	Pavers Material and Labor	1	LS	$ 13,500.00	$ 13,500.00
3000	Site Concrete Complete (Labor & Materials)	1	LS	$ 445,930.00	$ 445,930.00
3000	Termite Treatment	1	LS	$ 2,500.00	$ 2,500.00
4000	Masonry (Included in Site Concrete)	0	LS	$ -	$ -
5000	Misc Metals / Specialty Hardware	1	LS	$ 22,500.00	$ 22,500.00
6000	Truss Package PT	1	LS	$ 18,780.00	$ 18,780.00
6000	Wood package	1	LS	$ 92,737.00	$ 92,737.00
6000	Rough Carpentry / Framing (Includes Truss Set)	1	LS	$ 50,320.00	$ 50,320.00
6000	Tongue and Groove @ Pavilions	1	LS	$ 51,875.00	$ 51,875.00
6000	Decking @ Pavilions	1	LS	$ 28,095.00	$ 28,095.00
7000	Roofing	1	LS	$ 82,850.00	$ 82,850.00
8000	Doors and Frames (Includes Hardware)	1	LS	$ 29,560.00	$ 29,560.00
9000	Framing / Drywall / Hardi Siding	1	LS	$ 57,720.00	$ 57,720.00
9000	Painting	1	LS	$ 45,693.00	$ 45,693.00
9000	Flooring	1	LS	$ 21,216.00	$ 21,216.00
9000	Stone Veneer	1	LS	$ 20,460.00	$ 20,460.00
10000	Signage	1	LS	$ 49,390.00	$ 49,390.00
10000	Restroom Accessories / FE Cabinets (Allow. FE)	1	LS	$ 14,157.64	$ 14,157.64
10000	Restroom Partitions	1	LS	$ 9,696.00	$ 9,696.00
10000	Playground Equipment / Surfacing / Curbing	1	LS	$ 74,146.23	$ 74,146.23
10000	Trash Receptacles	8	EA	$ 2,100.00	$ 16,800.00
10000	Picnic Tables (Includes Install)	4	EA	$ 2,500.00	$ 10,000.00
10000	Grills (Includes Install and concrete pad)	4	EA	$ 2,300.00	$ 9,200.00
10000	Bike Fix It Station (Includes Install)	1	EA	$ 3,500.00	$ 3,500.00
15000	HVAC	1	LS	$ 32,100.00	$ 32,100.00
15000	Plumbing	1	LS	$ 135,100.00	$ 135,100.00
16000	Electrical	1	LS	$ 125,900.00	$ 125,900.00
16000	Lightning Protection	1	LS	$ 40,000.00	$ 40,000.00
	Allowances				
2000	Sod (Disturbed Areas)	1	LS	$ 20,000.00	$ 20,000.00
2000	Rock at Playground	1	LS	$ 8,500.00	$ 8,500.00
3000	Site Concrete Misc Materials	1	LS	$ 15,000.00	$ 15,000.00
3000	Sidewalk Repair (Existing)	1	LS	$ 25,000.00	$ 25,000.00
5000	Bollards	1	LS	$ 6,000.00	$ 6,000.00
7000	Caulking	1	LS	$ 6,000.00	$ 6,000.00
7000	Sealing @ Pavilions	1	LS	$ 15,000.00	$ 15,000.00
	General Requirements / General Conditions				
1000	Trailer & Temp Facilities	6	MO	$ 1,600.00	$ 9,600.00
1000	Temp Electric Set up	1	LS	$ 2,500.00	$ 2,500.00
1000	Temp Electric	1	LS	$ 1,500.00	$ 1,500.00
1000	Temp Water	1	LS	$ 1,500.00	$ 1,500.00
1000	Dumpsters General	12	EA	$ 950.00	$ 11,400.00
1000	Equipment rental & Small Tools	1	LS	$ 2,500.00	$ 2,500.00
1000	Temp Office Supplies	1	LS	$ 2,500.00	$ 2,500.00
1000	Testing (By Owner)	0	LS	$ -	**NIC**
1000	Survey (Layout)	1	LS	$ 7,500.00	$ 7,500.00
1000	Clean / Pressure wash	1	LS	$ 2,500.00	$ 2,500.00
1000	Daily Clean Labor	1	LS	$ 7,500.00	$ 7,500.00
1000	Permits (NOI and radon fee)	1	LS	$ 2,500.00	$ 2,500.00

1000	Supervision	24	WK	$ 3,600.00	$ 86,400.00
1000	P/M	24	WK	$ 3,900.00	$ 93,600.00
1000	Project Engineer	6	WK	$ 1,500.00	$ 9,000.00
1000	Truck, phone, fuel superintendent & PM	48	WK	$ 450.00	$ 21,600.00
	Cost for Raising Sanitary 6k Allowance. (Not included in		**SUB TOTAL**		$ 2,167,136.41
	total)		**Builders Risk**		$ 12,500.00
	House Septic and Water Allowance 27.5K (not included		**GL Insurance**		$ 20,587.80
	in total)		**CM Fee**		$ 119,192.50
	Does not include building permit fees. Includes allowance		**Sub Total**		$ 2,319,416.71
	for NOI, Radon etc..		**Bond**		$ 33,631.54
	Does not include Testing. Testing by Owner.		**Contingency**		$ 216,713.64
	Does not include utility connection fees or impact fees.		**BID TOTAL**		**$ 2,569,761.89**

Arnco Construction, Inc.
1110 Pennsylvania Avenue, St. Cloud, FL 34769
PH. 407-892-0111

Lancaster Ranch Park-Phase 1B

Schedule 4

Clarifications, Assumptions, Exclusions and Allowances

I. Clarifications and Assumptions:
Allowance for NOI, Radon etc.
Cost allowance for raising sanitary structure per AECOM direction, not included in total
Cost allowance for adding caretakers house on septic and water system for Lancaster Park, not included in total

II. Exclusions:
Does not include building permit fees
Does not include testing (testing by owner)
Does not include utility connection fees or impact fees

III. Allowances:

SOD (Disturbed Areas)	$20,000.00
Rock at Playground	$ 8,500.00
Site Concrete Misc. Materials	$15,000.00
Sidewalk Repair (Existing)	$25,000.00
Bollards	$ 6,000.00
Caulking	$ 6,000.00
Sealing @ Pavilions	$15,000.00

EXHIBIT "C"

GMP ADDENDUM
to
Agreement between City of Kissimmee and Construction Manager At Risk

Lancaster Ranch Park – Phase 1B

Pursuant to the Master Services Agreement (the "Agreement") dated November 1, 2022 between City of Kissimmee Commission, a municipal corporation of the State of Florida (the "City") and Arnco Construction, Inc. (the "Construction Manager"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the City and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager's GMP for the Work as defined in Section 6.1.3 and the Construction Manager's Fee as defined in Section 6.1.2, for the Construction Phase Services is Two Million, Five Hundred Sixty Nine Thousand, Seven Hundred Sixty One Dollars and Eighty Nine Cents ($2,569,761.89)

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 Construction Manager's Personnel.
Schedule 2 Contract Drawings & Specifications.
Schedule 3 GMP Bid Breakdown.
Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Section 1.3.12 of the Agreement, the City's Construction Budget is estimated at $ 2,569,761.89 including all Construction Manager fees, costs of the work, the City's Allowances and the Construction Manager's contingencies within the GMP as defined in Articles 2, 3 and 6 of the Agreement.

4. Pursuant to Section 1.3.12 of the Agreement, the City's funds budgeted for the development of the Project including the construction budget and all professional service fees and equipment necessary to develop the project, excluding land costs is $ 2,602,210.11.

5. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

A.	Construction Phase Commencement Date	Within 15 days of Notice to Proceed
B.	Project Substantial Completion Date Date	7 months from Construction Phase Commencement Date
C.	Project Final Completion Date	30 Calendar Days after Substantial Completion

6. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the City, as liquidated damages and not as a penalty, the sum of $500.00 per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

7. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of $0.00. Should the GMP be increased by more than $0.00 under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be 5.5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than $0.00.

8. The Construction Manager's Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be 5.5 % of the

GMP value and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

9. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of .95 % of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of 1.45 %. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

CITY OF KISSIMMEE, a municipal corporation of the State of Florida

ATTEST:

By: _____
Tameara Crespo
City Clerk

By: _____
Jackie Espinosa, Mayor
City of Kissimmee Commission

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Olga Sanchez de Fuentes — Date
City Attorney

ATTEST: **ARNCO Construction** a Florida corporation

By: Kimberle Cover

Printed Name: Kimberle Cover

By: _____

Printed Name: Benjamin Arnold

Title: President

CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN CITY OF KISSIMMEE AND CONSTRUCTION MANAGER

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter designated as the "City") and **ARNCO Construction**, at 1110 Pennsylvania Avenue, Saint Cloud, Florida 34769, whose Federal Identification Number is: 59-3253396 (hereinafter designated as the "Construction Manager".)

WITNESSETH:

WHEREAS, the City desires certain Construction Manager At Risk services to be performed in the City of Kissimmee; and

WHEREAS, the City solicited for these professional services via RFP2022-005, an advertised request for proposals, and received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the City intends to retain the Construction Manager identified above to provide such professional services under this Agreement; and

WHEREAS, the Construction Manager remains agreeable to providing the City the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the City and the Construction Manager (collectively, the "Parties") hereby agree, as follows:

ARTICLE 1

THE CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

The Construction Manager accepts the relationship of trust and confidence established between The Construction Manager and the City by this Agreement. The Construction Manager covenants with the City to furnish his best skill and judgment in furthering the interest of the City. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and the most expeditious and economical manner, consistent with the interests of the City, and the terms and conditions of the Contract Documents. Further, the Construction Manager acknowledges that (i) they have represented to the City that they have specific expertise in the planning, reviewing, management, and construction of projects of similar size, cost, and complexity and (ii) that such representation is a material inducement to the City to enter into this Agreement.

1.1 The Construction Team:

The Construction Manager, the City, and the Architect/Engineer, collectively called the "Construction Team", shall work jointly during the Pre-Construction Phase and the Construction Phase. The Architect/Engineer and the Construction Manager shall communicate through the

City's Representative, except as may otherwise be provided in this Agreement. The Construction Manager shall copy the City's Representative on all correspondence sent to or received from the Architect/Engineer or any of its consultants of which the City's Representative was not copied. The specific representatives of the Construction Team shall be identified further in the Pre-Construction Addendum and the GMP Addendum.

1.2 Extent of Agreement:

This Agreement, between the City and the Construction Manager, supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions/revisions of the Construction Documents and may be amended only by Change Order or through a duly executed amendment as authorized herein.

1.3 Definitions:

1.3.1 Project – the design and construction of the Lancaster Ranch Park for the City of Kissimmee, Florida, as further described in RFP #2022-005, including all attachments and addenda, and this Agreement. Pre-Construction Services of the Project shall include coordination of all architectural, landscaping and engineering design and other pre-construction services, including, without limitation, the preparation of a proposed GMP, necessary to provide a complete and usable facility in accordance with this Agreement. Construction Phase of the Project shall include the construction of the facility, along with project management and coordination and quality assurance services necessary to complete the Project to the City's satisfaction.

1.3.2 Services – shall include: (1) all professional services described in the City of Kissimmee's Request for Proposals RFP #2022-005, including all attachments and addenda and all services described in the Construction Manager's response thereto (collectively, "RFP2022-005" is attached hereto as a composite **Exhibit "A"** and made a part of this Agreement); (2) all services described in Article 2 herein (but as may be specifically excluded by the City in the Pre-Construction Addendum); and (3) all Pre-Construction Phase Services and Construction Phase Services (the Construction Phase Services may also be referred to herein as the "Work") as further set forth and described herein or in either the Pre-Construction Addendum, the GMP Addendum, or both.

1.3.3 Pre-Construction Services Addendum is attached hereto and incorporated herein as **Exhibit "B".**

1.3.4 GMP Addendum is attached hereto and incorporated herein as **Exhibit "C"** and shall be completed and executed by the City and the Construction Manager following the completion of Pre-Construction Phase Services and determination of a mutually-acceptable Guaranteed Maximum Price ("GMP") and related terms.

1.3.5 Architect/Engineer – Architects Design Group/ADG, Inc.,

1.3.6 Contract Documents - The Contract Documents consist of this Agreement, the Exhibits hereto, and any duly executed amendments and/or addendums, including, without limitation, the Pre-Construction Addendum and the GMP Addendum, in addition to all plans and specifications for the construction of the Project ("Construction Documents") that have been completed by the Architect/Engineer and approved in writing by the City's Representative.

1.3.7 Punch List – A final list of items of Work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to Final Completion.

1.3.8 Schedule of Values - The schedule to be used as a basis for progress payments to be made to the Construction Manager by the City during performance of the Work, based on the then current percentage of progress of construction of the Work, subject to the review of the Architect/Engineer and the City's Representative.

1.3.9 Subcontractor – A subcontractor is any person or entity performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors.

1.3.10 Substantial Completion Date – The date, certified by the Architect/Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and as further delineated in Article 2, Section 2.5.1 so that the City can reasonably occupy or utilize the Project, or a designated portion thereof, for its intended use.

1.3.11 General Conditions – Those items that are not specific to any trade and are required for the construction of the Project.

1.3.12 City's Construction Budget: The City's Construction Budget shall be set forth in the completed GMP Addendum and shall include an estimated total of all three segments of the budget, including all Construction Manager Fees, Costs of the Work and the City's Allowance, as defined in Article 6. This acknowledgment of the City's Construction Budget is not to be construed as the Construction Manager's Guaranteed Maximum Price ("GMP").

1.3.13 *Intentionally omitted.*

1.3.14 Term –The "Term" of this Agreement shall commence on the Effective Date and shall continue thereafter through the date of completion by Construction Manager of all its contractual obligations (with the exception of the Warranty period as set forth in Section 2.6.3 and any other provisions contained herein which are specifically stated to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Construction Manager, including any retainage, as noted in the Certificate for Final Completion.

1.3.15 Allowance – Funds and time appropriated by the City for additional work which is not included in the contract document yet may be necessary for the completion of the Work. Any unused allowance funds shall be returned to the City by Change Order at the completion of the Project.

1.3.16 Contingency – Those areas of work that are not at 100% design completion, at the time of GMP, for which additional monies will be allowed. A contingency dollar amount will be shown as a separate amount at the appropriate line item within the GMP and labeled as a contingency for that item of work. Any unused contingency funds shall be reassigned to the City's Buyout Allowance, as defined in Section 6.1.5.

1.3.17 Effective Date – shall be the date this Agreement is executed by the Mayor after approval by the City Commission.

1.3.18 The City's Representative(s) may be any or all of the following: City Manager, Deputy City Manager, and/or the Public Works and Engineering Director.

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

The CITY does hereby retain the Construction Manager to furnish, provide and perform the Services (as defined in Section 1.3.2), as those Services may be further specifically designated and authorized by the CITY in writing, including, without limitation, those services as set forth in the Scope of Services of the Pre-Construction Services Addendum and in the GMP Addendum.

The Services shall include, without limitation, those described or specified in this Article 2. Such services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Additionally, some of the services described in this Article 2 may be specifically excluded by the City, as set forth in the completed Pre-Construction Services Addendum.

2.1 Project Management Information System (PMIS):

2.1.1 General:

2.1.1.1 Commencing immediately upon issuance by the City of a Notice To Proceed, the Construction Manager shall implement and shall utilize throughout the life of the particular Project all subsystems of the Project Management Information System hereinafter referred to as PMIS.

2.1.1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the City's Representative and the Architect/Engineer monthly.

2.1.1.3 If requested by the City's Representative, the Construction Manager shall conduct a comprehensive workshop for participants designated by the City's Representative and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the City's Representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect/Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the City's Representative and the Architect/Engineer, procedures for accomplishing the management control aspect of the Project.

2.1.1.4 The PMIS shall be described in terms of the following major subsystems:

2.1.1.4.1 Narrative Reporting, on a monthly basis, and
2.1.1.4.2 Schedule Control, on a monthly basis, and
2.1.1.4.3 Cost Control, and estimating, and

2.1.1.4.4 Project Accounting, and
2.1.1.4.5 Accounting and Payment, on a monthly basis, and
2.1.1.4.6 Action Reports.

2.1.2 Narrative Reporting Subsystem:

2.1.2.1 The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the City's Representative.

2.1.2.2 The Narrative Reporting Subsystem shall include the following reports:

2.1.2.2.1 A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including all violations and deficiencies found by the applicable permitting authorities.

2.1.2.2.2 A Monthly Cost Narrative describing the current cost status of the Project.

2.1.2.2.3 A Monthly Scheduling Narrative summarizing the current status of the Master Project Schedule. This report shall include an analysis of the various Project schedules, a description of the critical path, tracking of approved original baseline schedule versus the actual progress of the Work and other analyses as necessary.

2.1.2.2.4 A Monthly Accounting Narrative describing the current cost and payment status of the Project. This report shall relate current encumbrances and expenditures to the budget allocations.

2.1.2.2.5 A Monthly Progress Report, during the Construction Phase, summarizing the work of the various subcontractors and consultants. This report shall include information from the weekly job site meetings, as applicable, such as General Conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.

2.1.2.2.6 A Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.1.2.3 The reports outlined in subsection 2.1.2.2 shall be bound and submitted monthly during the Construction Phase and shall be current through the end of the preceding month. Copies shall be transmitted to the City's Representative and the Architect/Engineer and others as designated by the City's Representative with the monthly pay requisition. Additional copies of the Monthly Executive Summary, as outlined in subsection 2.1.2.2.1, shall be bound separately and distributed monthly, as directed by the City's Representative. The Daily Construction Diary, as outlined in subsection 2.1.2.2.6, shall be maintained at the Project Site Office Facility and be made

available to the City's Representative and Architect/Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the City's Representative at the conclusion of the Project.

2.1.3 Scheduled Control Subsystem:

2.1.3.1 Master Project Schedule: Within 30 days following issuance of the Notice To Proceed, the Construction Manager shall submit, to the City's Representative for approval, a Master Project Schedule covering the Pre-Construction Phase and Construction Phase. The Master Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project. No revisions, activity additions, activity deletions, or logic changes to the Master Project Schedule or any other schedule previously approved by the City, shall be made without the City's approval. Minor or immaterial deviations that do not affect key milestone dates may be amended if approved by the City's Representative.

2.1.3.2 Construction Schedule: With the submission of the GMP Proposal, the Construction Manager shall submit to the City's Representative, for approval, a Critical Path Construction Schedule (hereinafter "Construction Schedule") in sufficient detail to graphically depict the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Work, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Construction Schedule shall be based on a "Network Analysis System" and shall be the latest version of Microsoft Schedule, Primavera P3, or equivalent, as determined by the City's Representative. The City's Representative shall determine whether the Construction Schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold any payment.

2.1.3.3 Updated Construction Schedule: Following development and submittal of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Work, or at such earlier intervals as circumstances may require, update the Construction Schedule. The updated Construction Schedule will show the actual progress of the Work performed compared to the original baseline schedule, approved as set forth in Section 2.1.3.2, and all updates thereto as reflected in the updated Construction Schedule last submitted prior to submittal of each such monthly update. Each such update to the Construction Schedule shall be submitted to the City's Representative. Failure of the Construction Manager to update and submit the Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Agreement or to withhold payment to the Construction Manager, until a schedule or schedule update acceptable to the City's Representative is submitted.

2.1.3.4 When required by the City's Representative, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

2.1.3.4.1 Subcontractor Construction Schedules (Sub-networks) - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the Construction Schedule, taking into account the work schedule of the other subcontractors. The Construction Manager shall ensure each Subcontractor's Construction Schedule is incorporated into the Construction Manager's Construction Schedule, ensuring the necessary information is included to allow for construction planning and monitoring the performance of each subcontractor.

2.1.3.4.2 Final Completion Schedule -The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative, a detailed plan, inclusive of Punch Lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Final Completion. The Final Completion Schedule shall be produced and updated monthly and may be part of the Construction Schedule.

2.1.3.4.3 Utility Relocation Schedule – The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative a detailed plan, for any and all utility relocations required for successful completion of the Work. The Utility Relocation Schedule shall be produced and updated monthly, and may be part of the Construction Schedule.

2.1.3.4.4 Recovery Schedule - If any portion of the Master Project Schedule or any current updates fail to reflect the actual plan or method of operation of the Work, or a contractual milestone date is more than 15 days behind, the City's Representative may require that a Recovery Schedule for completion of the remaining work be submitted. The Recovery Schedule must be submitted within 7 calendar days of the request by the City's Representative. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining work by the required Agreement milestone date. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Agreement milestone dates.

2.1.3.4.5 Change Orders - When a Change Order is proposed, the City's Representative may require the Construction Manager to identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the Master Project Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Master Project Schedule. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made for the work required to identify all logic changes that result from the Change Order.

2.1.4 Budget Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and site elements, so that the Work will be completed at a cost which, together with all other Costs of the Work, will not exceed the City's Project Budget. Requirements of this subsystem may include the following submissions:

2.1.4.1 Estimate at the completion of schematic design; and
2.1.4.2 Estimate at the completion of 100% design development plans; and
2.1.4.3 Estimate at the submission of the GMP Proposal.

2.1.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to plan effectively and to enable the City's Representative to monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable, and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report may be further defined by the City's Representative.

2.1.5.1 A Payment Status Report - showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.1.5.2 Project Accounting Structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending Change Orders.

2.1.5.3 A Cash Flow Diagram - showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments and may be requested at earlier or more frequent intervals by the City's Representative.

2.1.5.4 A Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

2.2 Project Manual: Upon the execution of this Agreement, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of Construction Manager, the City's Representative and Architect/Engineer; work flow diagrams; and strategy for bidding the Work. The Project Manual shall be completed and submitted to the Architect/Engineer and the City's Representative for their review of the format and content, and to the City's Representative for approval as a condition precedent to the first progress payment by City to Construction Manager for services provided in the Pre-Construction Phase. The Project Manual shall be updated as necessary, with the approval of City's Representative throughout the Pre-

Construction and Construction Phases. A copy of the Project Manual, and any updates, shall be submitted separately to the City's Representative and Architect/Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the City's Representative and the Architect/Engineer. The Project Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Project Manual and this Agreement shall be governed by the latter. The Project Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Project Manual shall include as a minimum the following sections:

2.2.1 Project Definition - The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.

2.2.2 Project Goals - The schedule, budget, physical, technical and other objectives for the Project.

2.2.3 Project Strategy - A narrative description of the Project delivery methods shall be utilized to accomplish the Project goals.

2.2.4 Project Work Plan - A matrix display of the program of Work to be performed by the Construction Manager, the Architect/Engineer and the City's Representative during each phase of the Project.

2.2.5 Project Organization - A summary organization chart showing the interrelationships between the City, the Construction Manager, the Architect/Engineer, and other supporting firms, organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect/Engineer, and the City's Representative, showing organizational elements participating in the Project shall be included.

2.2.6 Responsibility Performance Chart - A detailed matrix showing the specific responsibilities of the City, the Architect/Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the City and the Architect/Engineer from data supplied by each.

2.2.7 Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings, submittals, and Change Orders.

2.2.8 Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.2.9 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from City, Construction Manager and Architect/Engineer, as well as from all subcontractors, sub-consultants and suppliers of any of them. This list shall be

continuously updated by the Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to City's Representative and Architect/Engineer.

2.3 Pre-Construction Phase Services: The services to be provided under this Section 2.3 constitute the Pre-Construction Phase Services. The parties acknowledge the Construction Phase may commence before the Pre-Construction Phase is completed, and to a certain extent both phases may proceed concurrently.

2.3.1 Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Project and the City's Project Budget requirements, each in terms of the other.

2.3.2 Consultation - The Construction Manager will jointly schedule and attend regular meetings with the City's Representative and Architect/Engineer. The Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost – reducing alternatives, including assistance to the Architect/Engineer and City's Representative, in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of construction and early completion of the Project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required, in addition to items such as the identification, if necessary, of right-of-way to be acquired, outstanding permits and related issues and the status of utility relocations.

2.3.3 Right of Way Acquisition – When requested, Construction Manager shall assist the City's Representative, in conjunction with the City Attorney's Office, with right of way acquisition, including but not limited to, obtaining appraisals, and assisting with the negotiation of purchase agreements. Construction Manager shall coordinate and develop in the Construction Documents all applicable conditions negotiated through the right-of-way acquisition process, including but not limited to such items as driveway transitions and modifications, fence relocations and other related items.

2.3.4 Phased Construction - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect/Engineer and may make recommendations to the City's Representative with respect to dividing the Work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule, while the design is being completed. The Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, maintenance of traffic and utility relocation issues, status of right of way acquisition and community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City's Representative.

2.3.5 Review Reports - Within 30 days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Article 2, Section 2.3. Promptly after completion of the review, the Construction Manager shall submit to the Construction Team, with copies to the Architect/Engineer, a written report covering suggestions or recommendations previously submitted, additional

suggestions or recommendations as they may deem appropriate, and all actions taken by the Architect/Engineer with respect to same, any comments they may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2, Section 2.3. Construction Manager shall not assume in any way the responsibilities of the Architect/Engineer, in particular, the responsibility of assuring that the Construction Documents are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules, and Regulations. However, if the Construction Manager recognizes that portions of the Construction Documents are at variance therewith, the Construction Manager shall include notice of same in the written report. THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

2.3.6 Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the City's Representative and the Architect/Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise City's Representative and Architect/Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the City's Representative a schedule for procurement of the long-lead time items, which will constitute part of the Work as required to meet the Master Project Schedule. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's GMP proposal, all contracts for such items may be assigned by the City to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

2.3.7 Project Site Office Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Team to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as Project Site Office Facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such Project Site Office Facilities, which are planned to become the property of the City at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing, and then analyzing which is the most cost effective over the useful life of the item. The Construction Manager shall present their evaluation with recommendation to the City's Representative for approval. When the Construction Manager wishes to supply Project Site Office Facilities from their own equipment pool, they shall first

evaluate buy versus lease as discussed previously herein. If leasing is found to be the least expensive approach, then they may lease such Project Site Office Facilities from their own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. For all such facilities purchased, which are to become the property of the City at the conclusion of the Project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. At the conclusion of the Project, the Construction Manager shall provide the City's Representative with a complete inventory of equipment that has been purchased for the City. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the City or to his designee. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the City, the City may refuse acceptance of the equipment if the City determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse City for the cost of such item.

2.3.8 Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of work areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit to the Construction Team their recommendations as to needed requirements of this nature and as to the contract, or contracts, in which they should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction is adequately protected from the normal inclement elements.

2.3.9 Market Analysis and Stimulation of Bidder Interest - The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project. The Construction Manager shall submit to the City's Representative a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the City's Representative and the Architect/Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the City of Kissimmee marketplace and identify and encourage bidding competition. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

2.4 Construction Phase - After the Construction Documents have been sufficiently completed by Architect/Engineer and approved by City's Representative for all the Work (or such portions thereof as may be designated by City in writing) and City and Construction Manager have agreed in writing upon the GMP to be paid to Construction Manager and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all the terms and conditions of the Contract Documents.

2.4.1 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent, full time, staff at the Project Site, authorized to

act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors, and they shall provide no less than those personnel during the respective phases of construction that are set forth in Schedule 1 of the GMP Addendum. The Construction Manager shall not change any of those persons named in said Schedule unless mutually agreed to by the City's Representative and Construction Manager. In such case, the City's Representative shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2.4.2 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for their personnel, and shall provide this definition to the City's Representative and all other affected parties, such as the code inspectors of the permitting agencies, the subcontractors and the Architect/Engineer, to provide general direction of the Work and progress of the various phases and subcontractors. The City's Representative and Architect/Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

2.4.3 Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the City, its representatives and the Architect/Engineer with copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by Article 2, expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. The Construction Manager is also responsible for performance and the relationships of his work to the work of his subcontractors and suppliers, to enable them to perform their respective tasks, so that the development of construction progresses in a smooth and efficient manner in conformance with the Master Project Schedule.

2.4.4 Solicitation of Bids Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposals when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and, if directed by the City, for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

2.4.4.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager shall strive to receive at least three competitive bids per trade package. Should the nature of the trade package prohibit three competitive bids, the Construction Manager shall notify the City's Representative in writing as to the reason and offer suggestions, if any, to create trade interest.

2.4.4.2 The Construction Manager shall be responsible for coordinating with the Architect/Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

2.4.4.3 The Construction Manager and the City's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect/Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the City's Representative and the Architect/Engineer and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

2.4.5 Subcontracts Subject to Article 6 and, in accordance with Article 2, Section 2.4.4, the Construction Manager shall award subcontracts to the qualified low bidder after the Construction Manager and the City have reviewed each proposal and are satisfied that the subcontractor/supplier is qualified to perform the work. Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, complete copies of the Contract Documents to which the subcontractor will be bound by this Section 2.4.5 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.4.5.1 All subcontracts shall: (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to City at the election of City, upon termination of Construction Manager, (3) provide that City will be an additional indemnified party of the subcontract, (4) provide that City will be an additional insured on all insurance policies required to be provided by the subcontractor, except workman's compensation, (5) assign all warranties directly to City, and (6) identify City as an intended third-party beneficiary of the subcontract.

2.4.5.2 Unless otherwise expressly agreed to by City in writing, all subcontracts shall provide: LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the City or Architect/Engineer or attributable to the City or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim. Each subcontract shall require that any claims by the subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

2.4.5.3 Subcontractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the City, under the agreement, by the parties to the extent of the work to be performed by the subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the City and Architect/Engineer under the Contract Documents, with respect to the Work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with its sub-subcontractor.

2.4.5.4 Insurance requirements for subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the City. The Construction Manager shall be responsible to the City for the acts and omissions of his employees, agents, subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.

2.4.5.5 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP Addendum, the Construction Manager reserves the right to perform that portion of the Work, or negotiate for its performance for the specified line item lump sum amount or less.

2.4.6 A Public Construction Bond in the total amount of the GMP, along with all insurance certificates will be provided by the Construction Manager after approval of the GMP by the City Commission, in the form attached hereto and incorporated herein as **Exhibit "L"**. No work shall be performed until these documents are provided and the certificates are current.

2.4.6.1 The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

2.4.6.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

2.4.6.3 If the surety on any Bond furnished by the Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of Section 2.4.6.2, the Construction Manager shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.

2.4.6.4 All Bonds and insurance required by the Contract Documents to be purchased and maintained by the Construction Manager shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue bonds or insurance policies for the limits and coverage so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act.

2.4.7 Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the City's Representative and Architect/Engineer, to assure quality control of the construction. The Construction Manager shall supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Construction Documents, and the Construction Manager shall continue to exert thier influence and control over each subcontractor to ensure that corrections are made in a timely manner, so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of Work and conformance with the requirements of the Construction Documents, the City's Representative shall be the final judge of performance and acceptability, subject to the dispute provisions of this Agreement.

2.4.8 Submittals and Substitutions- Construction Manager shall carefully examine the Contract Documents for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Architect/Engineer for review and action. Within 14 days, the Architect/Engineer will transmit them back to the Construction Manager, who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Architect/Engineer in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the City's Representative and Architect/Engineer in writing when timely response is not occurring on any of the above.

2.4.8.1 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and at least of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement services shall be indicated. The application also shall contain an itemized estimate of all costs or

savings that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish, at Construction Manager's expense, additional data about the proposed substitute.

2.4.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Architect/Engineer, if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Architect/Engineer shall be the same as those provided herein for substitute materials and equipment.

2.4.8.3 Architect/Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer and City's Representative shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without City's and Architect/Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. City may require Construction Manager to furnish, at Construction Manager's expense, a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee may be reimbursable from the City's Owner Allowance or Buyout Allowance funds, provided that this cost is presented with the proposed substitute. If City rejects the proposed substitute, at City's direction, City may require Construction Manager to reimburse City for the charges of Engineer and Engineer's consultants for evaluating the proposed substitute.

2.4.9 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the City and the City's Representative, including the Architect/Engineer.

2.4.10 Permits - The Construction Manager shall secure and pay for all permits and/or licenses which are customarily secured by a General Contractor. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses, Construction Manager shall bear all costs arising therefrom. Cost for all re-inspections of Work found defective and subsequently repaired, shall be borne by the Construction Manager, unless such cost is not a result of negligence on the part of the Construction Manager.

2.4.11 Project Administration - The Construction Manager shall provide Project Administrative functions during construction to assure proper documentation, including, but not limited to, such things as the following:

2.4.11.1 Job Meetings – Hold weekly progress and coordination meetings, or more or less frequently, if required, to provide for the timely completion of the Work. In addition, a regular monthly Project status meeting will be held between the Architect/Engineer, City's Representative and Construction

Manager. The meetings shall serve as a tool for planning of work and enforcing schedules and for establishing procedures and responsibilities.

2.4.11.2 Shop Drawing Submittals/Approvals – Check shop drawings and implement procedures to be approved by City's Representative for submittal and transmittal to the Architect/Engineer and City's Representative of such drawings for action, and closely monitor their submittal and approval process.

2.4.11.3 Material and Equipment Expediting – Closely monitor material and equipment deliveries, follow-up procedures on supplier commitments of all subcontractors, and maintain a material and equipment expediting log.

2.4.11.4 Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

2.4.11.5 Document Interpretation (RFI) - Refer all questions for interpretation of the Construction Documents to the Architect/Engineer with a copy to the City's Representative.

2.4.11.6 Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the City's Representative and the Architect/Engineer including information on the subcontractors' work, and the percentage of completion. Keep a daily log available to the City, the Engineer and the permitting authority's inspectors.

2.4.11.7 Subcontractors' Progress - Prepare periodic punch lists for the subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.

2.4.11.8 Start-Up - With the City's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

2.4.11.9 Safety – Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with the best acceptable practice.

2.4.11.10 Record Drawings - The Construction Manager shall monitor the progress of his own forces and his Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect/Engineer, who will prepare the final record drawings. The Construction Manager shall continuously review "As-Built" Drawings and marked up progress prints to provide as much accuracy as possible.

2.4.11.11 Systems Maintenance and Instruction - The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey those to the City in such a manner as to promote their usability. The Construction Manager shall provide City's operations and maintenance personnel with operations and

maintenance training with respect to the equipment and systems being provided as part of the Work. This training shall be videotaped by Construction Manager for subsequent presentation to City's operations and maintenance personnel.

2.4.11.12 Administrative Records - Construction Manager shall maintain in a safe place at the Project Site Office Facility, one record copy and one permit set of the Contract Documents, including, but not limited to, all Construction Documents, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Architect/Engineer, in good order and annotated to show all changes made during construction. The record Contract Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that have been made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to City's obligation to make a monthly progress payment, Construction Manager shall provide evidence, satisfactory to City's Representative and Architect/Engineer, that Construction Manager is fulfilling its obligation to update the record Contract Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than 2 permanent features. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available to City's Representative and Architect/Engineer for reference. In addition, the Construction Manager shall be required to maintain at the Project Site Office Facility on a current basis, electronic and/or copies of files and records such as, but not limited to the following:

Contracts [subcontracts]
Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes

Construction Change Directives
Permits
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

2.5 Final Completion:

2.5.1 Substantial Completion: When the entire Work (or any portion thereof designated in writing by City) is ready for its intended use, Construction Manager shall notify City's Representative and Architect/Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Architect/Engineer prepare a Certificate of Substantial Completion (or a Certificate of Partial Substantial Completion), a copy of which is attached as **Exhibit "D"**. Said written notice from Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, City's Representative, Construction Manager and Architect/Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If City's Representative and Architect/Engineer do not consider the Work (or designated portion) substantially complete, Architect/Engineer shall notify Construction Manager in writing giving the reasons therefore. If City and Architect/Engineer consider the Work (or designated portion) substantially complete, Architect/Engineer shall deliver to Construction Manager the Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager and include a final punch list of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final Punch List does not waive City's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment.

2.5.2 Final Acceptance: When Construction Manager believes it has fully performed all of the Services, including all punch list items, Construction Manager shall deliver to City's Representative all items listed on **Exhibit "G"**, which includes, but is not limited to, a written Release and Affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be in conformance with **Exhibit "E"** and

shall be delivered to City's Representative by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Architect/Engineer and City's Representative shall promptly inspect the Work to determine if all of the Work has been completed and is ready for Final Acceptance by City. If City's Representative and Architect/Engineer determine Construction Manager has completed the entire Work and performed all of the Services, City's Representative shall promptly approve the Final Completion Certificate of the Project, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Services have been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Completion, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment has been satisfied. Neither the final payment nor any retainage shall become due and payable until Construction Manager submits: (1) the final Release and Affidavit in the form attached to the Agreement as **Exhibit "E"**, (2) consent of surety to final payment, and (3) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by City. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Architect/Engineer may have issued its recommendations. Until the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

The City may occupy or take control of portions of the project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2, Sections 2.4.11.8, 2.4.11.10, 2.5.1 and 2.6 have been completed to the City's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Substantial Completion.

2.6 Warranty and Corrective Period

2.6.1 The Construction Manager shall warrant that all materials and equipment included in the Work will be new, except where indicated otherwise in Contract Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents.

2.6.2 The Construction Manager shall collect and deliver to the City's Representative any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the City's Representative and the Architect/Engineer, a warranty inspection eleven (11) months after the date of Substantial Completion of the Project. Construction Manager shall obtain and assign to City all express warranties given to Construction Manager by any subcontractors or by any supplier of materials, equipment or fixtures to be incorporated into the Project. Construction Manager further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special

warranty to be provided will be in such form as is acceptable to City and shall not include any exclusions, exceptions or modifications except to the extent approved by City in its sole discretion.

2.6.3 In addition to the express warranties provided for in Sections 2.6.1 and 2.6.2, and all other rights and remedies available to City at law or in equity, including any implied warranties City may be entitled to as a matter of law, Construction Manager shall promptly correct, upon receipt of written notice from City's Representative, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by City in its sole discretion to present an immediate threat to safety or security, City shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse City for all costs and expenses incurred by City in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved.

2.6.4 With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contingency Funds may be utilized to correct such damage provided that damage was not caused by negligence on the part of the Construction Manager. Construction Manager's warranty excludes remedy for damage or defect caused by City's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by City (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by City (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

ARTICLE 3

CITY'S RESPONSIBILITIES

3.1 City's Information:

The City shall provide full information regarding the requirements for the Project.

3.2 City's Representative:

The City shall designate in writing any additional representatives authorized to act on the City's behalf with respect to the Project, together with the scope of his/her respective authority. In no event, shall any delegation of authority be contrary to State or City laws or codes. Such designations as of the date hereof are set forth in Section 1.3.18. Functions that this Agreement provides, which will be performed by the City, can be delegated by written notice to the Construction Manager from the City. The designation(s) of City's Representative, as set forth in Section 1.3.18, may be amended from time to time by the City, pursuant to written notice to the Construction Manager of such amendment. The Construction Manager shall be entitled to rely on directions (and it shall be required to follow directions) from the City's Representative within the authority conferred by the City

Commission in this Agreement or any Amendment or Change Order to this Agreement. The City Commission hereby authorizes the City's Representative to: (1) act as the Board's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencement, Certificates of Substantial and Final Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the City; and (4) issue a duly authorized memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by City's Representatives shall be binding on the City. The City's Representative does not have the authority to authorize work beyond the scope of the Contract Documents.

The City additionally authorizes the City Manager, or his designee, in conjunction with the City's Representative, to authorize individual changes in the Work up to *$100,000.00*. Said changes shall be funded from the City's Allowance and shall not cause an increase to City's Project Budget.

3.3 Design Engineer and Engineer's Agreement:

The City shall retain an Architect/Engineer for design and to prepare Construction Documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the City and the Architect/Engineer, a copy of which will be furnished to the Construction Manager.

3.4 Site Survey and Reports:

The City shall provide for the site of the Project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.

3.5 Approvals and Easements:

The City shall pay for necessary approvals, properties, easements, assessments and charges required for the construction, use or acceptance of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The City shall furnish such legal services as may be necessary for providing the items set forth in Article 3, Section 3.5, and such auditing services as it may require.

3.7 Construction Documents:

The Construction Manager shall be furnished a reproducible set of all copies of the Construction Documents reasonably necessary and ready for printing.

3.8 Cost of Surveys & Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the City's expense. Construction Manager shall rely upon the accuracy and completeness

thereof as noted in the various reports and surveys. Additional reports or surveys deemed to be necessary by the Construction Manager shall be obtained by the Construction Manager.

3.9 Project Fault Defects:

If the City becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents, the City shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.

3.10 Funding:

The City shall furnish, in accordance with the established Master Program Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence performance of any Services, unless authorized in writing by the City.

3.11 Permitting & Code Inspections:

The City and Construction Manager shall coordinate with the appropriate permitting authorities.

ARTICLE 4

CONTRACT TIME

4.1 The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Final Completion of the Work is referred to hereafter as the "Contract Time". With respect to the Construction Phase Services, the "Construction Phase Commencement Date" shall be established in the GMP Addendum. No portion of the Work, with respect to the Construction Phase Services, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the City in writing. The GMP Addendum shall also include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Manager. The "Substantial Completion" date shall be established in terms of calendar days after the Construction Phase Commencement Date. Unless noted otherwise, the Final Completion Date is 30 (thirty) days after Substantial Completion. In the event Construction Manager and City fail to reach an agreement on the Contract Time, City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by City; but Construction Manager shall not be entitled to any further or additional compensation from City, including, but not limited to, damages or lost profits on portions of the Work not performed.

4.2 Liquidated Damages. City and Construction Manager recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP

Addendum, as said time may be adjusted as provided for herein. In such event, the total amount of City's damages, will be difficult, if not impossible, to definitively ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in the City of Kissimmee, Florida. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Manager fail to substantially complete the Work within the required time period, the City shall be entitled to assess, as liquidated damages, but not as a penalty, the amount specified in the GMP Addendum, for each calendar day thereafter until Substantial Completion is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represent a fair and reasonable estimate of City's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

ARTICLE 5

CONTRACT TIME EXTENSIONS

5.1 Should Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, utility work being performed within the Project limits, or by unusually severe weather conditions by comparison with the ten year Osceola City, Florida average not reasonably anticipatable, Construction Manager shall notify City's Representative and Architect/Engineer, in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Manager may have had to request a Contract Time Extension. Contract Time Extension requests shall be evaluated through the Change Order process.

5.2 If Construction Manager encounters on the Project site any materials reasonably believed by Construction Manager to be petroleum, or petroleum related products, or other hazardous or toxic substances which have not been rendered harmless, Construction Manager immediately shall: (i) stop Work in the area affected, and (ii) report the condition to City's Representative in writing. If the Work is so stopped in excess of ten (10) days and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Manager shall indemnify the City and hold City harmless for any costs incurred by the City with respect to such material.

5.3 NO DAMAGES FOR DELAY. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the City and Architect/Engineer may be responsible, in whole or in part, shall relieve Construction Manager of his duty to perform, or give rise to any right to damages or additional compensation from the City. Construction Manager's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time and the payment

of additional Costs of the Work and associated increase in the Construction Manager's Fee, as allowed pursuant to Article 6. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall the City be liable to Construction Manager, whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

ARTICLE 6

CONTRACT AMOUNT

6.1 In consideration of the full and faithful performance by the Construction Manager of the covenants in this Agreement, City agrees to pay, or cause to be paid, to Construction Manager the following amounts (hereinafter collectively referred to as "Contract Amount"), in accordance with the terms of this Agreement and with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "K"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

6.1.1 Pre-Construction Phase Services - For all Pre-Construction Phase Services enumerated in this Agreement, including, but not limited to, providing value engineering, reviewing documents for constructability, assisting and meeting with the City and the Design professionals, preparing cost estimates and schedules and preparing the GMP Proposal, Construction Manager shall receive the lump sum amount as specified in the Pre-Construction Services Addendum, attached to the Agreement as **Exhibit "B"**, and in accordance with the payment schedule set forth in said Addendum.

6.1.2 Construction Phase Services – With respect to the Construction Phase Services to be provided by Construction Manager, City shall: 1) reimburse Construction Manager for the Cost of the Work; and 2) pay the Construction Manager a Construction Manager's Fee to be negotiated as part of the GMP Addendum process.

6.1.2.1 Construction Manager's Fee: The Construction Manager's Fee shall be Construction Manager's total compensation for the Construction Manager's profit on the Cost of the Work, as defined below. Construction Manager agrees to provide City with a GMP Proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work, plus the Construction Manager's Contingency, after the Construction Manager determines the Construction Documents are sufficiently complete.

6.1.2.2 The GMP Proposal shall be based upon actual subcontractor cost proposals with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by City's Representative. Construction Manager agrees that all its books, records and files, with respect to its development of the GMP Proposal, shall be open to City for review and copying. The final GMP Proposal shall be mutually agreed upon by City and Construction Manager and shall be set forth in the GMP Addendum (**Exhibit "C"**). The GMP Addendum shall further identify the drawings, specifications (Schedule 1 of the GMP Addendum) and other

descriptive documents (Schedule 4 of the GMP Addendum) upon which the GMP is based. The Construction Manager guarantees that in no event shall the sum of the Construction Manager's Fee, the total Cost of the Work, and the Construction Manager's Contingency exceed the GMP. The Construction Manager acknowledges multiple GMP Addendums may be required for the portions of the Project to support the Project phasing and schedule.

6.1.2.3 The amount to be paid for Construction Manager's Fee shall be stated in the GMP Addendum. The Construction Manager's Fee shall be paid proportionally to the ratio of the Cost of the Work completed. The balance of the Construction Manager's Fee shall be paid at Final Completion. If construction is authorized for a portion of the Project, the Construction Manager's Fee shall be paid proportionally to the amount of the Work authorized by the City.

6.1.2.4 In the event Construction Manager and City fail to reach an agreement on the GMP, the City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the completed Pre Construction Phase Services; but Construction Manager shall not be entitled to any further additional compensation from City, including but not limited to damages or lost profits on portions of the Work not performed. Construction Manager may be required to continue to provide all other agreed upon Pre Construction services.

6.1.2.5 The Construction Manager will not be due any increases in the Construction Manager's Fee on increases in the GMP value that do not exceed a cumulative total of a specified amount which shall be stated as a "nominal overage" in the GMP Addendum. Should the GMP value be increased by more than such nominal overage amount under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Manager's Fee will be (5) five percent of that portion of the accumulative increases in the GMP value that exceed the GMP value by more than such nominal overage amount.

6.1.3 Cost of the Work. The Phrase "Cost of the Work" shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Services. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of City only after Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection 6.1.3:

6.1.3.1 Construction Phase Costs: The following items constitute the elements that can be included in the Construction Phase Cost calculations.

6.1.3.1.1 Wages of construction workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with City's written agreement, at off-site workshops;

6.1.3.1.2 Wages of Construction Manager's supervisory, technical and administrative personnel who are stationed at the Project site as specified in Schedule 1 to the proposed GMP;

6.1.3.1.3 Wages of Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with City's written agreement;

6.1.3.1.4 Wages of Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project, as specified in Schedule 1 to the proposed GMP;

6.1.3.1.5 Payments made by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts;

6.1.3.1.6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;

6.1.3.1.7 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof;

6.1.3.1.8 Minor expenses at the site, such as internet, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.

6.1.3.2 Subcontract and Material Costs. All Subcontractor Costs will be documented and signed by Subcontractor invoices and all material costs will be documented by copies of invoices. Subcontract and Material Costs may also be referred to as "Reimbursable Costs". All requests for payment of expenses eligible for reimbursement under the terms of this Agreement, unless otherwise specifically stated herein, shall be reimbursed per the City's Reimbursable Schedule that is attached hereto as **Exhibit "J"** and made a part of this Agreement. Reimbursable Costs shall include:

6.1.3.2.1 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area;

6.1.3.2.2 Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum of the final Contract Amount, adjusted

to include any previously deducted City Direct Purchase amounts, and Construction Manager bonds will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. **There shall be no Construction Phase Fee on this item**;

6.1.3.2.3 Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles, provided they have resulted from causes other than the negligent misconduct of Construction Manager;

6.1.3.2.4 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable;

6.1.3.2.5 The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship, or other causes due to the negligence of the Construction Manager or his subcontractors or suppliers. No costs shall be paid by the City to the Construction Manager for any expenses made necessary to correct defective workmanship, or to correct any work not in conformance with the Plans and Specifications, or to correct any deficiency or damage caused by negligent acts by the Construction Manager;

6.1.3.2.6 Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of Subcontractors, except in the case of a Subcontractor's default;

6.1.3.2.7 Costs for trash and debris control and removal from the site;

6.1.3.2.8 Costs incurred due to an emergency affecting the safety of persons and property;

6.1.3.2.9 Legal costs reasonably and properly resulting from prosecution of the Project for the City, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations: 1) The City approved, in writing, incurring such costs in advance, which approval shall be in the City's sole discretion; and 2) the legal costs were not incurred as result of the Construction Manager's own negligence or default. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders, or in enforcing the obligations of this Agreement;

6.1.3.2.10 Transportation outside of Osceola County for those personnel employed directly for the project, not including relocation expenses. Such transportation must be extraordinary and be approved in

advance by the City's Representative, and will be in accordance with the Construction Manager's standard personnel policy;

6.1.3.2.11 Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the project;

6.1.3.2.12 Costs for security services for the project, if necessary;

6.1.3.2.13 Costs for efficient logistical control of the Project, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space;

6.1.3.2.14 Costs for such temporary facilities and temporary protection during construction, as approved by the City, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software;

6.1.3.2.15 Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Work;

6.1.3.2.16 Costs, including transportation, installation, maintenance, dismantling and removal or materials, supplies, temporary facilities (including Project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager;

6.1.3.2.17 Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the prior written approval of City's Representative;

6.1.3.2.18 Costs, fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay;

6.1.3.2.19 Cost of Public Information Programs or other neighborhood functions hosted by Construction Manager at the direction of City's Representative;

6.1.3.2.20 Costs of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming

Work for which reimbursement is excluded pursuant to the terms of this Agreement;

6.1.3.2.21 Cost of documentation, inspection and testing as required for the preparation of the Final Estimate and implementation of the FDOT Contractor Quality Control process;

6.1.3.3 Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items: Except as provided in Article 6, Section 6.1.3.1:

6.1.3.3.1 Temporary living and travel expenses of employees who are not relocated, but are assigned to the Project;

6.1.3.3.2 Except as provided in the Fringe Benefits rate included in Article 6, Section 6.1.3.1.4, expenses of Construction Manager's principal office and offices other than the Project site office;

6.1.3.3.3 Overhead and general expenses, except as may be expressly included in Article 6, Section 6.1.3.1 and 6.1.3.2;

6.1.3.3.4 Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work;

6.1.3.3.5 Rental costs of machinery and equipment, except as specifically provided in Article 6, Section 6.1.3.2.1;

6.1.3.3.6 Except as expressly provided in Article 6, Section 6.1.3.2.5, costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied;

6.1.3.3.7 Any costs not specifically and expressly described in Article 6, Section 6.1.3.1 and 6.1.3.2 above;

6.1.3.3.8 Construction Manager is responsible, without reimbursement from City, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager;

6.1.3.4 Adjustments in Construction Phase Costs: For changes in the Project as provided in Article 7, the Construction Phase Costs shall be adjusted as follows:

6.1.3.4.1 The Construction Manager shall be paid an additional amount, subject to negotiation, if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from negligent acts by the Construction Manager.

6.1.3.4.2 Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase

Costs or Construction Manager's Fee paid to the Construction Manager, unless such delays are as defined in Article 7.

6.1.4 City's Allowance: The GMP Addendum shall include the City's Owner Allowance, which permits the City to authorize the Construction Manager to perform work which may not have been specifically addressed in the original contract documents, but which the City deems necessary for the project. The City's Allowance is also intended to protect against price increases between the GMP Addendum and the completion of the 100% Construction Documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the City's Allowance prior to the release of funds by the City. Documentation for use of the City's Allowance shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect/Engineer shall verify the actual costs. The maximum dollar amount of permitted Allowance Work shall be 5% of the GMP or $250,000, whichever is less. The City Manager or his designee can approve the use of the City's Allowance up to $50,000 per occurrence. When allowance funds are utilized for changes and/or additions to the work, the CM shall submit a written request to the City's Representative, in the same manner as a change order request. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "I"** to this Agreement.

The GMP Addendum may, at the City's discretion, also contain allowance time, not to exceed fifteen (15) percent of the total amount of time allotted for the work. This time shall be used for any unforeseen changes to the work which may cause the time to be extended and will be granted via an Allowance Authorization Release, approved by the City Manager or his designee.

6.1.4.1 Following the full execution of the GMP Addendum, at a point mutually agreed upon between the City's Representative and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds may be taken from the City's Allowance. If the net amount of the buyout results in a savings, the savings will be assigned to the City's Buyout Allowance.

6.1.5 The City's Buyout Allowance shall be created by savings generated by the subcontractor buyout, unused contingency funds, and also by reductions in scope that otherwise could reduce the GMP. The intent of this City's Buyout Allowance is to allow funds already approved within the GMP Addendum to remain and be used at the City's discretion for scope issues that may become required and/or desired during the course of the project. Authorizations up to $50,000, for the use of the City's Buyout Allowance, will be granted by the City Manager, or his designee. Authorizations for more than $50,000 will be required to be obtained from the Commission. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "M"** to this Agreement.

ARTICLE 7

CHANGE IN THE PROJECT

7.1 Change Orders:

7.1.1 City shall have the right, at any time during the progress of the Work, to increase or decrease the Work. Promptly after being notified of a change, but in no event more than 14 days after its receipt of such notification (unless City's Representative has agreed in writing to a longer period of time), Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Architect/Engineer, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to Construction Manager for any increased compensation or adjustment to the Contract Time without such written order.

7.1.2 A Change Order, in form attached here to as **Exhibit "H"** to this Agreement, shall be prepared by City's Representative, reviewed by Architect/Engineer and Construction Manager, and executed promptly by the parties after an agreement is reached between Construction Manager and City, concerning the requested changes. Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as City and Construction Manager shall mutually agree.

7.1.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of any unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably would not have been discovered by Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Manager shall provide City's Representative with prompt written notice thereof before conditions are disturbed and in no event later than 48 hours after first observance of such conditions. City's Representative and Architect/Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Manager's cost of, or time required for, performance of any part of the Work, City will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If City's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Manager as part of its investigative services, and that no change in the terms of the Contract is justified, City shall so notify Construction Manager in writing, stating its reasons. Claims by Construction Manager in opposition to such determination by City must be made within 48 hours after Construction Manager's receipt of the written determination of City's Representative. If City's Representative and Construction Manager cannot agree on an adjustment to the Contract Amount or Contract Time, the parties shall comply with the dispute resolution procedure set forth in the Contract Documents.

7.1.4 The increase or decrease in the GMP as set forth in the GMP Addendum resulting from a change in the Project shall be determined in one or more of the following ways: 1) by mutual acceptance of a lump sum properly itemized and supported by

sufficient substantiating data to permit evaluation by the Architect/Engineer and City's Representative, or 2) by unit prices stated in the Agreement or subsequently agreed upon.

7.1.5 If none of the methods set forth in Article 7, Section 7.1.4 are agreed upon, the Construction Manager, provided they receive a written order signed by the City, shall promptly proceed with the Work involved. The increase or decrease in the GMP shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate, without prior written approval by the City's Representative. In such case, and also under Article 7, Section 7.1.4 above, the Construction Manager shall keep and present, in such form as the City's Representative may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 6., Section 6.1.3.2.

7.1.6 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the City or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

7.1.7 In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop Work in the area affected and report the condition to the City in writing. City shall thereafter, as soon as reasonably possible, conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste, or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the City to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

7.1.8 The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to the changes clause herein.

7.1.9 *Intentionally omitted.*

7.1.10 Claims for Additional Cost or Time: All claims for additional cost or time, in excess of what is addressed in Article 6.1.4, shall be made by request for a Change Order submitted as provided in this Article. The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the Work by any act or neglect of the City or the Architect/Engineer or of any employee of either or by any separate Construction Manager employed by the City or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the City pending resolution of disputes, and such delay extends the completion date, then the dates for completion may be equitably adjusted. Only delays, which are determined to extend the critical path of the schedule for constructing the project, will result in a time extension.

7.1.11 Minor Changes in the Project: The City will have authority to order minor changes in the Project not involving an adjustment in the Contract Amount or Contract Time and not inconsistent with the intent of the Construction Documents. Such changes shall be effected in writing. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the City and Architect/Engineer.

7.1.12 Emergencies: In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided herein. Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project Site. If conditions are such that it is safe to return to the Project site, Construction Manager shall give Architect/Engineer written notice within 48 hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the 48 hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek and adjustment to the Contract Amount or an extension to the Contract Time. Construction Manager is obligated to promptly report in writing to City all accidents relating to the Work that result in any personal injury or property damage.

ARTICLE 8

PAYMENTS TO THE CONSTRUCTION MANAGER

8.1 Progress Payments for Construction Phase Services

8.1.1 Construction Manager's monthly Applications for Payment shall be in a form, as shown in **Exhibit "F"**, and shall contain such detail and backup as City reasonably may require. Such detail and backup shall include documentation of actual payments made.

8.1.2 At the time it submits its GMP Proposal to City, Construction Manager shall submit to City's Representative and Architect/Engineer, for their review, a Schedule of Values based upon the GMP Proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values shall be updated for the current month Change Orders and submitted each month to Architect/Engineer along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit "F"**.

8.1.3 If the payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at an approved location off site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction.

8.1.4 Construction Manager shall submit a notarized original of its monthly Application for Payment to City's Representative, or Architect/Engineer, as directed by the City's Representative, on a monthly basis, on or before the 25th of each month. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven calendar days after receipt of each Application for Payment, Architect/Engineer shall submit to City's Representative, a certification of the Application for Payment in the amount recommended by Architect/Engineer as being due and owing Construction Manager. Upon approval by City's Representative, payment shall be made to Construction Manager in accordance with the Florida Prompt Payment Act Statute 218.735. As a condition to the application for the monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within 30 days after receipt of information that a change to the Construction Documents has occurred.

8.1.5 Ten percent (10%) retainage shall be held on all payments until the Construction Phase is 50% complete, except when approved by the City, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. After 50% completion, the amount of retainage shall be reduced from 10% to 5%, in accordance with Section 255.078, Florida Statutes. Retainage shall not be withheld on services or fees set forth in Article 6, Section 6.1.2 and 6.1.3.

8.1.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work.

8.1.7 Each Application for Payment shall be accompanied by a Release and Affidavit showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. City shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which City has paid Construction Manager, Construction Manager agrees to refund such money to City.

8.2 Payments Withheld

Architect/Engineer shall review each Application for Payment submitted by Construction Manager and shall make recommendations to City's Representative as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. Both Architect/Engineer and City's Representative shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, and City's Representative may withhold any payments otherwise due Construction Manager under this Agreement, to the extent it is reasonably necessary, to protect City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against City attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Manager. City shall have the right, but not the obligation, to take any corrective action City deems appropriate to cure any of the above noted items, at the Construction Manager's expense, if Construction Manager has not started with a cure, to the City's reasonable satisfaction, of any of the above noted items within five working days after Construction Manager's receipt of written notice from City.

8.3 Final Payment.

City shall make final payment to Construction Manager provided the Work is finally accepted by City in accordance with Article 2, Section 2.5.2, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished City with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Agreement as **Exhibit "E"**, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or City. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against City arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor the payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by City's Representative or Architect/Engineer at the time of final inspection. The Project will be considered complete when all Work has been completed and accepted by the City Commission. The Construction Manager will then be released from further obligation except as set forth in Section 2.6 Warranty.

ARTICLE 9

INSURANCE, WAIVER OF SUBROGATION, AND INDEMNITY

9.1 Construction Manager's Insurance:

9.1.1 The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City, nor shall the Construction Manager allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida with an A.M. Best & Company rating of no less than A. The insurance company must have a current A.M. Best & Company financial rating of Class VIII or higher. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The insurance company must have been in such insurance business continuously for not less than 5 years prior to the date of the execution of this Agreement.

9.1.2 Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected. Employers' liability shall be set at $1,000,000/1,000,000/1,000,000.

9.1.3 Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

9.1.3.1 Construction Manager's Comprehensive General, $1,000,000 Each ($2,000,000 aggregate) Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

9.1.3.2 Automobile Liability Coverages, $1,000,000 Each Bodily Injury & Property Damage Occurrence, Combined Single Limit

9.1.3.3 Excess Liability, Umbrella Form $2,000,000 Each Occurrence, Combined Single Limit

9.1.3.4 Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis. There shall not be an EFIS Exclusion Endorsement on any general liability policy. The Products and Completed operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the City.

9.1.4 Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

9.1.5 *Intentionally omitted.*

9.1.6 "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

9.1.7 Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

9.1.8 Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

9.1.9 Certificate of Insurance - The City shall be furnished proof of coverage of Insurance as follows:

9.1.9.1 Certificate of Insurance form will be furnished to the City. These shall be completed and signed by an authorized Resident Agent. This Certificate shall be dated and show: the name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. Such Certificates of Insurance shall be updated within five (5) business days of the expiration of or material change to any insurance evidenced on the Certificate of Insurance.

9.1.9.2 Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section.

9.1.9.3 City of Kissimmee, a municipal corporation of the State of Florida, is to be named as an Additional Insured under all policies except for Worker's Comp.

9.1.9.4 The insurance evidenced by the certificate shall be primary and non-contributory to any other insurance of the certificate holder.

9.1.9.5 The Notice to Proceed will not be given until the Construction Manager has obtained all the insurance and Bonds required by the Contract Documents and such insurance has been approved by the City.

9.1.10 The Construction Manager shall not be required to provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specifically requested by the City. The City has Builder's Risk coverage and will provide the Construction Manager with appropriate Certificate of Insurance upon request. The City's Builder's Risk policy does not insure the Construction Manager's tools,

machinery or equipment that is stored at the Project site. The Construction Manager should provide insurance in the form of an equipment floater for the Construction Manager's tools and equipment and the City should be named as an additional insured on the Construction Manager's policy with an appropriate waiver of subrogation as to any claims the Construction Manager or the Construction Manager's insurer may have against the City arising from the storage of the Construction Manager's tools and equipment. The Construction Manager shall be responsible for the first $5,000 of any claim against the City's Builder's Risk policy.

9.1.11 The Construction Manager shall not allow a subcontractor to work on the Project without the subcontractor carrying its own Workers Compensation and Liability insurance or the Construction Manager covering the subcontractor under its policies. This requirement is the same for each succeeding sub-tier contractor. The Construction Manager shall provide proof of such coverage to the City upon the City's request.

9.2 Waiver of Subrogation:

9.2.1 The Construction Manager shall ensure all insurance policies it maintains in fulfillment of its obligations under this Agreement shall contain a waiver of subrogation against the City, its officials, employees, agents and consultants. Waiver of subrogation will apply to the general liability and workers compensation policies. The City, a municipal corporation of the State of Florida, shall be named as an additional insured with respect to liability arising from all Services and work performed under this Agreement for automotive and general liability policies of insurance, and such policies should so state in the Certificate of Insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.2.2 The Construction Manager hereby waives all rights against the City for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.3 Indemnification of City

Construction Manager, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to City) protect and hold the City, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Construction Manager to comply with applicable laws, rules or regulations, (ii) the breach by Construction Manager of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Construction Manager's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Construction Manager, its professional associates, subcontractors, agents, and employees; provided, however, that Construction Manager shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's sole negligence. The provisions of this Section shall include any claims for equitable relief or for damages

(compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include, without limitation, the costs incurred by the City, its agents, officials and employees in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the City, its agents, officials or employees. The Construction Manager expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Construction Manager, shall in no way limit the Construction Manager's responsibility to release, indemnify, keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in the Florida Statutes. The Construction Manager shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring the Construction Manager's contractual obligations under this Section. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

TERMINATION OF THE AGREEMENT AND THE CITY'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

10.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the City's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the City, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

10.2 City's Right to Perform Construction Manager's Obligations and Termination by City for Cause:

10.2.1 If the Construction Manager fails to perform any of their obligations under this Agreement, including any obligation they assumes to perform work with thier own forces, the City may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the City of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

10.2.2 The City may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all

materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient if: the Construction Manager is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a material provision of the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 6. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

10.2.3 The City may terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the project by whatever method he may deem expedient, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to allow access to the City. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding moneys owed to the Construction Manager for subcontract work).

10.3 Termination by City Without Cause:

10.3.1 The City may, at any time, terminate this Agreement for the City's convenience and without cause.

10.3.2 Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

10.3.2.1 Cease operations as directed by the City in the notice;

10.3.2.2 Take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

10.3.2.3 Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination stated in the notice.

10.4 In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination,

along with reasonable fee, as defined in Article 6, overhead and profit on the Work performed.

ARTICLE 11

ASSIGNMENT AND GOVERNING LAW

11.1 Neither the City nor the Construction Manager shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

11.2 This Agreement shall be governed by the Laws of the State of Florida. Venue shall be as specified in Section 13.2.3. The parties waive all rights to trial by jury.

ARTICLE 12

NOTICE OF CLAIM: WAIVER OF REMEDIES

12.1 The City's liability to the Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions, subject to Section 13.4 herein:

12.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;

12.1.2 The Construction Manager must submit a Notice of Claim to City within 20 days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

12.1.3 Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the City its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected. The Construction Manager agrees that the City shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the City is prejudiced by the failure of the Construction Manager to give notice.

12.2 After receipt of a Request for Change Order, the City, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim.

12.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 6, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the City or the Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 12.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 5% for profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in such work, and eliminate any other remedies for claim,

for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 13

MISCELLANEOUS

13.1 Harmony:

The Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

13.2 Dispute Resolution:

13.2.1 All claims, disputes and other matters in question (hereinafter referred to as a "Controversy") between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

13.2.2 Should either the City or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement between said parties, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

13.2.3 Any litigation between the City and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any claim as described in Article 12, or Controversy arising out of this Agreement or any breach thereof, shall be brought, maintained, and pursued only in the State of Florida's Ninth Judicial Circuit in and for Osceola County, Florida or in the United State District Court, Middle District of Florida in Orange County, Florida. Construction Manager consents and submits to the jurisdiction of such courts and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

13.3 Construction Manager's Project Records and City's Auditing Rights

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by State and Federal Law, and shall be made available to the City or his authorized representative at mutually convenient times.

Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of 3 years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. City, and any duly authorized agents or representatives of City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by City. Further, City, and any duly authorized agents or representatives of the City, including, without limitation, the Office of the Osceola County Clerk and Comptroller, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.
If at any time, the City, or its duly authorized agents or representatives, or any other authorized party conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged City, Construction Manager shall pay to City the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Audit Amount is equal to or greater than $10,000.00, which is defined as the total aggregate of City's reasonable audit costs incurred as a result of its audit of Construction Manager, City may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and City. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to City within 30 business days of its receipt of City's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

13.4 **LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONSTRUCTION MANAGER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

13.5 Cleanup and Protections

Construction Manager agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project Site clean, City has the right, after providing a 24 hour written notice, to perform any required clean up and to back charge the Construction Manager for the costs of such clean

up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

13.6 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Construction Manager's performance of the Services pursuant to this Agreement shall become the property of the City after payment is made to the Construction Manager for such instruments or documents.

13.7 No Contingent Fees

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.8 Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. 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. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have an maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes."

13.9 Public Entity Crimes

The Construction Manager understands and acknowledges that this Agreement will be voidable by the City in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Construction Manager.

13.10 Non-Discrimination

The Construction Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, gender identity, sex, sexual orientation, age or national origin.

13.11 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein, unless otherwise stated herein, shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the City.

13.12 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Construction Manager (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Construction Manager is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Construction Manager shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Construction Manager shall have no right to speak for or bind the City in any manner.

13.13 Public Records

CONSTRUCTION MANAGER 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, CONSTRUCTION MANAGER shall keep and maintain public records required by the CITY to perform the service.

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

a. If CITY's Custodian of Records requests records from CONSTRUCTION MANAGER, CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER does not transfer the records to CITY.

c. Upon completion of the contract, CONSTRUCTION MANAGER shall transfer, at no cost, to CITY all public records in possession of CONSTRUCTION MANAGER or keep and maintain public records required by CITY to perform the service. If CONSTRUCTION MANAGER transfers all public records to CITY upon completion of the Agreement, CONSTRUCTION MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSTRUCTION MANAGER keeps and maintains public records upon completion of the Agreement, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER of a request to inspect or copy public records relating to CITY's agreement for services, CONSTRUCTION MANAGER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

e. If CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

13.14 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Construction Manager shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Construction Manager.

13.15 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.15. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:

City of Kissimmee Public Works Director
101 Church Street
Kissimmee, Florida, 34741
Attention: Public Works Director

For Construction Manager

Company
Attention: Title
Address 1
Address 2

13.16 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

13.17 Annual Appropriations

Construction Manager acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Construction Manager under this Agreement is contingent upon annual appropriations being made for that purpose.

13.18 E-Verify

In compliance with Section 448.095, Fla. Stat., CONSTRUCTION MANAGER 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.

- CONSTRUCTION MANAGER shall require each of its subcontractors to provide CONSTRUCTION MANAGER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSTRUCTION MANAGER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- CITY, CONSTRUCTION MANAGER, 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.

- CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONSTRUCTION MANAGER otherwise complied, shall promptly notify CONSTRUCTION MANAGER and CONSTRUCTION MANAGER shall immediately terminate the contract with the subcontractor.
- 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. CONSTRUCTION MANAGER acknowledges that upon termination of this Agreement by the City for a violation of this section by CONSTRUCTION MANAGER, CONSTRUCTION MANAGER may not be awarded a public contract for at least one (1) year. CONSTRUCTION MANAGER further acknowledges that CONSTRUCTION MANAGER is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- *Subcontracts.* CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

13.19 Construction Manager Representations - The Construction Manager hereby represents and warrants the following to the City:

13.19.1 Construction Manager is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida;

13.19.2 Construction Manager's performance under this Agreement will not violate or breach any contract or agreement to which the Construction Manager is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation;

13.19.3 Construction Manager has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms;

13.19.4 Construction Manager now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner;

13.19.5 Construction Manager has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement;

13.19.6 Construction Manager has the personnel and experience necessary to perform all Services in a professional and workmanlike manner;

13.19.7 Construction Manager shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances;

13.19.8 Construction Manager shall, at no additional cost to the City, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement;

13.19.9 Each individual executing this Agreement on behalf of the Construction Manager is authorized to do so.

13.20 Waiver

A waiver by either City or Construction Manager of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

13.21 Scrutinized Companies Certification

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

ARTICLE 14
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

14.1 Direct Materials Acquisition by City - Supply Bonds:

14.1.1 Each Subcontractor shall include Florida State Tax and other applicable Sales Taxes for all material, supplies and equipment included in the Subcontractor's bid.

14.1.2 The City may, if not prohibited by Law, exercise a right to purchase directly various construction materials, supplies and equipment that may be part of the Subcontract. Any materials purchased by the City shall be referred to as "City Purchased Materials" and the responsibilities of both the City and the Construction Manager relating to such City Purchased Materials shall be governed by the terms and conditions of the "Sales Tax Exempt Purchasing Procedures for Public Projects", which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

14.1.3 The City will issue its own Purchase Orders directly to the vendor. The City's Purchase Order shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager, for prices negotiated by the Construction Manager or

Subcontractor. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the City and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

14.1.4 The Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the City shall not relieve the Subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the Subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning, and the management of all applicable warranties.

14.1.5 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.

14.1.6 The Contractor shall maintain products liability insurance, which shall include City Purchased Materials, as required for the normal practice of general contracting.

14.1.7 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the City and the Construction Manager. The premium cost for this supply bond shall be included in the sub-contractor's cost. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the Subcontractor. City reserves the right to waive the requirement of providing a supply bond at the discretion of City.

14.1.8 If the State of Florida assesses any Sales Tax penalties and/or interest against the Construction Manager or any of its Subcontractors or Material Suppliers relating to the direct acquisition of materials and/or equipment by City as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by City to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

14.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

14.2.1 The Subcontractor has included Florida State Sales and other applicable taxes in thier bid for material, supplies and equipment. The City, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

14.2.2 Any equipment, materials or supplies directly purchased by the City that are included in the Subcontractor's contract shall be referred to as City Purchased Materials and the responsibilities of both the City/Public Entity and the

Subcontractor relating to such City Purchased Materials shall be governed by the terms and conditions of these procedures.

14.2.3 Material suppliers shall be selected by the Subcontractor awarded the subcontract.

14.2.4 The Subcontractor has included the price for all construction materials plus applicable taxes in their bid. City purchasing of construction materials, if selected, will be administered on a deductive Change Order basis, the Subcontract amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.

14.2.5 The Subcontractor shall provide the Construction Manager a list of all intended suppliers, vendors, and material men for consideration as City Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

14.2.6 Upon request from Construction Manager, and in a timely manner, the Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the City and the Construction Manager, to specifically identify the materials, which City has, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. the name, address, telephone number and contact person for the material supplier
B. manufacturer or brand, model or specification number of the item
C. quantity needed as estimated by Subcontractor
D. the price quoted by the supplier for the materials identified therein, including freight
E. any sales tax associated with such quote
F. delivery dates as established by Subcontractor

14.2.7 Subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors; i.e., warranties, retainage, etc. The Purchase Order Requisition Forms are to be submitted to the City's designated representative no less than seven (7) days prior to the need for ordering such City Purchased Materials, in order to provide sufficient time for City review and approval and to assure that such Directly Purchased Materials may be directly purchased by City and delivered to the Project site without any delay to the Project.

14.2.8 After receipt of the Purchase Order Requisition Form, the City's Representative shall prepare Purchase Orders for equipment, materials or supplies which the City chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The City's Procurement Director or their designated representative shall be the approving authority for the City on Purchase Orders in conjunction with City Purchased Materials. The

Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the City Purchased Materials on the delivery date provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The City's Purchase Orders shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number.

14.2.9 In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the City, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all City-Purchased materials to be provided by each supplier from whom the City elected to purchase material directly, plus all sales tax savings associated with such materials in the Subcontractor's bid to the Construction Manager.

14.2.10 All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.

14.2.11 Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by the City in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the City due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Subcontractor agrees to indemnify and hold harmless the City from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor.

14.2.12 As City Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as City's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Subcontractor shall assure that each delivery of City Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the City or Construction Manager may require. The Construction Manager, as City's Representative, shall verify in writing to the City the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the City through the Construction Manager for payment. The invoice shall be thereupon furnished to the City for processing and payment in the manner as all other City invoices are processed. The City shall have the right to assign City personnel to verify and audit the accuracy of all City Purchased Material documents.

14.2.13 The Subcontractor shall ensure that City Purchased Materials conform to the Specifications and determine, prior to incorporation into the Work, if such materials are patently defective, whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Subcontractor

discovers defective or nonconformities in the City Purchased Material upon such visual inspection, the Subcontractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the City, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporates City Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Subcontractor shall be responsible for all damages to the City resulting from the Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective, or nonconforming, the Subcontractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

14.2.14 The Subcontractor shall maintain records of all City Purchased Materials it incorporates into the Work from the stock of City Purchased Materials in its possession. The Subcontractor shall account monthly to the City, through the Construction Manager, for any City Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials, which have been incorporated into the Work.

14.2.15 The Subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.

14.2.16 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.

14.2.17 The transfer of possession of City-Purchased Materials from the City to the Subcontractor shall constitute a bailment for mutual benefit of the City and the Subcontractor. The City shall be considered the bailor and the Subcontractor the bailee of the City Purchased Materials. City Purchased Materials shall be considered returned to the City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. The Bailee shall have the duty to safeguard, store and protect all City Purchased Materials.

14.2.18 The City shall purchase and maintain insurance pursuant to the requirements set forth in the City and Construction Manager Agreement which shall be sufficient to protect against any loss of or damage to City Purchased equipment, materials or supplies. Such insurance shall cover the full value of any City Purchased Materials not yet incorporated into the Project from the time the City first takes title.

14.2.19 The City shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, City Purchased Materials.

14.2.20 On a monthly basis, the Subcontractor shall be required to review invoices submitted by all suppliers of City Purchased Materials delivered to the Project site during that month and either concur or object to the City's issuance of payment to the suppliers, based upon the Subcontractor's records of materials delivered to the site and any defects in such materials.

14.2.21 In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the City, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt and verification of the appropriate documentation, the City shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Subcontractor agrees to assist the City to immediately obtain partial or final release of lien waivers as appropriate.

14.2.22 At the end of the Project, any refund for surplus materials returned to suppliers, plus applicable sales tax savings amount, shall be credited with an additive Change Order to the Subcontractor's agreement with the Construction Manager. Salvage materials shall be the property of the City and stored or removed from the site by the Subcontractor at the City's direction.

ARTICLE 15
INCORPORATION OF EXHIBITS

15.1 The following Exhibits, attached hereto, are hereby fully incorporated herein by this specific reference as if fully set forth in the body of this Agreement:

Exhibit "A"	**-**	**RFP2022-005 and Construction Manager's Proposal**
Exhibit "B"	**-**	**Pre-Construction Services Addendum**
Exhibit "C"	**-**	**GMP Addendum**
Exhibit "D"	**-**	**Certificate of Substantial Completion**
Exhibit "E"	**-**	**Release and Affidavit**
Exhibit "F"	**-**	**Application for Payment Form**
Exhibit "G"	**-**	**Final Payment Request Checklist / Certificate of Final Completion**
Exhibit "H"	**-**	**Change Order**
Exhibit "I"	**-**	**Allowance Authorization Release**
Exhibit "J"	**-**	**Schedule of Reimbursables**
Exhibit "K"	**-**	**Hourly Rate Schedule**
Exhibit "L"	**-**	**Public Construction Bond**
Exhibit "M"	**-**	**Buy-Out Allowance Authorization Release**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF KISSIMMEE, a municipal corporation of the State of Florida

ATTEST:

By: Linda Hansell
Linda Hansell
City Clerk

By: Olga Gonzalez
Olga Gonzalez, Mayor
City of Kissimmee Commission

Date Signed by Mayor: July 5, 2022

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Olga Sanchez de Fuentes 7/5/22
Olga Sanchez de Fuentes Date
City Attorney

ATTEST: Arnco Construction, Inc., a Florida Corporation

By: Kimberly Cover

Printed Name: Kimberly Cover

By:

Printed Name: Benjamin Arnold

Title: President

EXHIBIT "A"

RFP2022-005 and Construction Manager's Proposal

Lancaster Ranch Park – Phase 1

ARNCO CONSTRUCTION, INC.
1110 Pennsylvania Avenue, St. Cloud, FL 34769
PH. 407-892-0111 Fax 407-892-0053

EXHIBIT B

Construction Manager's Personnel
During Construction Phase

Name	Title	Duration (Weeks)	Percentage
	Off-Site Staff		
Phillip Owen	Project Manager	TBD	
	On-Site Staff		
TBD	Superintendent	TBD	

Arnco Construction, Inc.
1110 Pennsylvania Avenue, St. Cloud, FL 34769
PH. 407-892-0111 Fax 407-892-0053

City of Kissimmee Lancaster Park

Construction Team Representatives

City.....	City of Kissimmee
	The City of Kissimmee Commission
	City Manager
	Deputy City Manager
	Public Works & Engineering Division Director
Architect / Engineer.....	Mike Brown, AECOM Technical Services Inc
Construction Manager.....	CM@Risk Arnco Construction, Inc.
	Benjamin Arnold, President
	Phillip Owen, Project Manager / Pre-Construction
	Rick Smallish, Project Manager / Pre-Construction
	Kim Cover, Project Engineer
	TBD, Project Superintendent

Arnco Construction, Inc.
1110 Pennsylvania Avenue, St. Cloud, FL 34769
PH. 407-892-0111 Fax 407-892-0053

City of Kissimmee Lancaster Park

Pre-Construction Phase Services

1. Document & Drawing Review
2. Scope origination
3. Bid package preparation / Estimating
4. Meetings with Design Team
5. Printing / Advertising
6. Receive & Open Subcontract Bids
7. Bid tabulation & GMP preparation
8. Prepare all documentation for Board review.

City of Kissimmee Lancaster Park

Omitted Services as previously included in Article 2 of the Agreement

1. All construction phase elements are omitted until GMP is complete. See above Exhibit II for Pre-Con Scope

Arnco Construction, Inc.
1110 Pennsylvania Avenue, St. Cloud, FL 34769
PH. 407-892-0111 Fax 407-892-0053

City of Kissimmee Lancaster Park

Construction Manager's Staff Positions to be Assigned to the Preconstruction Phase

Name	Title	Duration (Weeks)	Percentage
Phillip Owen	PM / Pre-Construction	8	15%
Rick Smallish	PM / Pre-Construction	8	15%
Kim Cover	Pre-Construction PE	2	4%

V. Construction Manager's Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned
Vice President	tbd	x	x
Preconstruction Manager	tbd	x	x
Sr. Project Manager	tbd	x	x
Superintendent	tbd	x	x

1110 Pennsylvania Avenue – Saint Cloud, FL 34769
tel: 407-892-0111 – fax: 407-892-0053
ArncoConstruction.com

June 24, 2022

City of Kissimmee
101 Church Street, Ste 301
Kissimmee, FL 34741
Re: City of Kissimmee – Lancaster Park

Attn: Robert Masiku,

We are pleased to submit for your review, the following proposal on the above referenced project in the amount of $17,000.00 for the Pre-Construction Phase of this project as further described below.

- Document & Drawing review
- Scope origination
- Bid package preparation / Estimating
- Meetings with design team
- Printing / Advertising
- Pre Bid Conference
- Receiving of subcontract bids
- Bid Tabulation & GMP Preparation
- Prepare all documentation for Board review

Thank you for the opportunity to submit our proposal on the referenced project
Sincerely,

Phillip Owen
Project Manager

Specializing in Commercial Building

ITEM 7.C
RFP 2025-004 Independent Security and Protection Services for Schools (Selection of Proposal)

Request

The Kissimmee Police Department has reviewed the proposals submitted under RFP 2025-004 and selected Eagle Globe Protective Services as the recommended vendor. (Contract # 20230127)

Explanation

The Police Department, with the assistance of the Procurement Division, completed a Request for Proposal (RFP) process to select an independent security company to supplement our School Resource Officer Unit and cover schools during officer absences. Due to the fact that the Osceola County School District reimburses the city for this service, the Police Department staff consulted with the School District regarding the selection.

The School District recommended accepting the Eagle Globe Protective Services proposal and the Police Department concurs with their recommendation. The majority of companies that provided proposals did not have previous experience providing security services to public schools in Central Florida. Eagle Globe Protective Services has experience working within the public school system and has a history of dependability and reliability.

Recommendation

Staff recommends that the Commission approve the selection of Eagle Globe Protective Services for RFP 2025-004, Independent Security and Protection Services for schools.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. (S)RFP 2025-004 Agreement with EGPS Signature

SECURITY GUARD SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between Eagle Globe Protective Services, Inc, whose address is 14221 SW 120 Street, Suite 113, Miami, FL 33186, hereinafter referred to as "Contractor" and the City of Kissimmee, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "City", collectively hereinafter the "Parties", and each represent as follows:

WITNESSETH:

WHEREAS, the City solicited proposals for professional armed security and protective services as a supplement to the City's School Resource Officer Program as further described below (hereinafter "Services") pursuant to City of Kissimmee Request for Proposal No. RFP 2025-004, (hereinafter referred to as "RFP"); and

WHEREAS, Contractor, which is a licensed "security agency" in good standing, submitted a proposal (hereinafter referred to as "Proposal") representing that Contractor is able to satisfactorily complete the Services according to the terms and conditions of the RFP; and

WHEREAS, City has chosen Contractor as the Selected Bidder for RFP and desires to enter into this Agreement with Contractor; and

NOW THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

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

2. THE CONTRACT DOCUMENTS. The contract documents consist of this Agreement, the RFP, which is attached hereto as Exhibit A, the Proposal, which is attached hereto as Exhibit B, a list of the public schools within City's jurisdiction, which is attached hereto as Exhibit C, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit C, and Exhibit B, in that order.

3. TERM. The term of this Agreement shall be for an initial period of twelve (12) months, commencing on July 1, 2025 and continuing through June 30, 2026. The Parties may renew the Agreement for up to three (3) additional twelve (12) month periods by written agreement. The City Manager or the City Manger's designee may approve such renewals on behalf of the City. This Agreement shall automatically terminate if the Osceola County School District does not execute a School Resource Officer Contract with the City of Kissimmee allowing for the use of security guards as contemplated in this Agreement or providing reimbursement to the City of Kissimmee for security guards under this Agreement.

4. SERVICES. City hereby retains Contractor as an independent security and protection service to perform the following duties, hereinafter "Services":

a. Contractor shall continue to meet the definition of a "security agency," as that term is defined by section 493.6101(18), Florida Statutes, and comply with all State laws and regulations applicable to "security agencies" throughout the term of this Agreement.

b. Contractor shall hold and maintain a "Class B" Security Agency License throughout the term of this Agreement.

c. Contractor shall appropriately supervise all security guards providing Services under this Agreement.

d. Contractor shall maintain an active duty roster of all security guards providing Services under this Agreement. Contractor shall share such roster with City immediately upon request.

e. Contractor shall designate a single point of contact to be the liaison for Contractor with City to handle the day-to-day operations of this Agreement.

f. Contractor shall furnish security guards with redundant communication equipment allowing security guards to communicate with their supervisor, with their home office, 911, and a Program Administrator.

g. Contractor shall, at Contractor's own expense, ensure that security guards are trained at a minimum in the following areas:

i. Patrol and observation techniques.
ii. Report writing.
iii. Customer service and public relations.
iv. Fire safety and prevention.
v. Bomb recognition.
vi. Conflict management.
vii. Interpersonal skills.
viii. Incident investigation.
ix. Crime prevention.
x. Handling threatening/hostile individuals.
xi. Handling violence in the workplace.
xii. Computer operations.
xiii. Emergency call procedures to notify the police of appropriate jurisdiction.
xiv. Compiling employee log sheets to log the inspections and observations of rounds.
xv. Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.
xvi. Emergency call procedures to notify City of a problem.
xvii. Procedures for identifying and handling suspicious packages.
xviii. Procedures for identifying and safely responding to bio-medical hazards.

xix. Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).

h. Provide one (1) security guard equipped with a firearm to act as a substitute for school resource officers that are unable to report on those days that correspond with the days in which students within the Osceola County School District receive educational instruction, but shall not include teacher workdays and other holidays wherein school staff is on campus, but students are not on campus, Summer School or Summer Program. Such days are reflected on the Osceola County School District School Calendar (hereinafter "School Calendar") for each school year that this Agreement is in effect. The City shall provide Contractor a School Calendar prior to the beginning of each school year that this Agreement is in effect.

i. Unless directed otherwise by a School Resource Officer Unit Sergeant or Corporal or their Lieutenant, or any personal holding the rank of Captain or higher at the Kissimmee Police Department (hereinafter "Program Supervisor"), the security guard will report for duty at 8:00 a.m. and remain on duty until 4:00 p.m. at Kissimmee Middle School, located at 2410 Dyer Boulevard, Kissimmee, FL 34741.

j. Prior to 4:00 p.m. on the prior business day, a Program Supervisor may direct the security guard to report to a different school within the City's jurisdiction, a list of which is attached hereto as Exhibit C. If the security guard is so directed to report to an elementary school or New Beginnings Education Center, then the security guard shall report for duty at that school on the following business day at 7:45 a.m. and remain on duty until 3:45 p.m. If the security guard is so directed to report to a middle school, then the security guard shall report for duty at that middle school or Knights Point K-8 on the following business day at 8:45 a.m. and remain on duty until 4:45 p.m. If the security guard is so directed to report to a high school, then the security guard shall report for duty at that high school on the following business day at 6:45 a.m. and remain on duty until 2:45 p.m., except on those days that students in high school are released early in which case the security guard shall report at 6:45 a.m. and remain on duty until 1:45 p.m.

k. If a Program Supervisor directs the security guard to report to a different school within the City's jurisdiction a list of which is attached hereto as Exhibit C, after 3:59 p.m. on the prior business day, the security guard shall report for duty at the school directed between the 8:00 a.m. or the time directed and 4:00 p.m.

l. Provide additional security guards equipped with firearms, readily available at all times, to act as a substitute for school resource officers that are unable to report to work on an as needed basis when directed by a Program Supervisor. The additional security guard shall report to the school as directed by a Program Supervisor according to the time periods set out in Section 3(c) or 3(d) above.

m. Provide a security guard during school breaks and extracurricular events, including but not limited to school sporting events, after-school activities, or graduation ceremonies, if requested by the City.

n. At the request of a Program Supervisor, Contractor shall substitute any security guard assigned to City.

5. RESPONSIBILITIES OF SECURITY GUARDS. Security guards shall not perform any law enforcement function, including detention or arrest, except pursuant to Section 5(c) of this Agreement. Security guards shall perform the following functions:

a. Wear a Contractor-issued uniform that clearly identifies security guard as an employee of Contractor and a security guard with a picture I.D. badge prominently displayed on the uniform. The uniform shall be neat and professional.

b. Perform tasks with a professional demeanor, integrity, and attention to duty.

c. Complete tasks as assigned by a Program Supervisor.

d. Follow any Kissimmee Police Department general orders applicable to security guards. City shall provide any such general orders to contractor prior to the commencement of each school year or upon adoption.

e. Perform site surveillance on foot or by vehicle including but not limited to the following:

i. Patrol assigned areas on foot to check for fires, vandalism, suspicious activities, suspicious persons, or safety and fire hazards (hereinafter "Safety Risks"). If a security guard detects any Safety Risks, the security guard shall immediately report the Safety Risk to 911 or a Program Supervisor. The security guard shall begin to investigate such Safety Risks until law enforcement arrives to continue the investigation.

ii. Check corridors, alleys, and parking lot to minimize or eliminate any loitering or vandalism of the property in the area(s).

f. If an "active assailant incident," as that term is defined by Chapter 1006, Florida Statues and Kissimmee Police Department General Order 522, occurs on school premises, the security guard shall aid in the prevention or abatement of the active assailant incident by according to Kissimmee Police Department General Order 522. Security guards acting pursuant to this Agreement shall comply with all requirements of "officers" in Kissimmee Police Department General Order 522. The City shall provide a copy of General Order 522 to Contractor prior to the commencement of this Agreement.

g. Monitor alarms and surveillance screens and respond to any site where an alarm has been activated, take appropriate action when needed, and immediately notify a Program Supervisor of the activation of such alarm.

h. Only if necessary to protect the safety of persons, intervene in any breach of the peace. If a security officer does intervene in such circumstances, the security guard must immediately report the incident and the security guard's involvement to 911 and a Program Supervisor. A security guard may use mechanical restraint only if all of the following four circumstances occur: (1) mechanical restraint is necessary to prevent a beach of the peace, (2) mechanical restraint is necessary to protect the safety of persons, (3) the person subject to the restraint is in grade 6 or higher, and (4) no law enforcement officer is present to apply mechanical restraint. A security guard may use physical restraint only if all of the following three circumstances occur: (1) physical restraint is necessary to prevent a beach of the peace, (2) physical restraint is necessary to protect the safety of persons, and (3) no law enforcement officer is present to apply physical restraint.

i. If a security guard observes or receives a report of criminal activity that does not rise to a breach of the peace, which threatens the safety of persons, the security guard shall immediately report such activity to 911. The security guard shall not detain any person who has committed criminal activity, but, where possible, the security guard shall maintain a sight line on such person until law enforcement arrives.

j. Any security guard assigned to the City under this Agreement shall be armed and meet all requirements for a school security guard described in sections 30.15(k) and 1006.12(4), Florida Statutes.

k. Document all incidents, including but not limited to criminal activity, breaches of the peace, vandalism, property damage, and Safety Risks, by way of a written report in acceptable form and submit such report(s) within twenty-four (24) hours of the incident in question to a Program Supervisor.

l. Provide traffic and access control of persons, vehicles, and other property on school grounds as needed.

m. Notify and coordinate with Law Enforcement and Emergency Medical Services in the event of an emergency on campus. Take prompt action to prevent or minimize safety hazards and security incidents including crowd and traffic control during an emergency until the arrival of Law Enforcement. Upon arrival of Law Enforcement, assist Law Enforcement as directed by Law Enforcement.

n. Abide by the school policies and shall consult with and coordinate activities with a Program Supervisor.

o. The security guard will not disclose confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by law. The security shall return to the school all original and any copies of confidential student information and shall not retain any confidential student information. If Contractor or its agents receive any student information that is otherwise confidential, Contractor shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, and any and all other laws or

regulations, regarding confidentiality of student information and records. Further, notwithstanding any other provision in this Agreement to the contrary, to the extent permitted by law, Contractor, for itself, and its officers, employees, agents, and representatives shall fully indemnify and hold the school and its officers and employees harmless for any violation of this provision, including, but not limited to defending the school and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the school, or payment of any and all costs, damages, judgements, or losses incurred by or imposed upon the school arising out of the breach of this provision by Contractor, or its officers, employees, agents, and representatives to the extent that Contractor shall either intentionally or negligently violate this provision or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination or completion of all obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding which may be brought on account of this provision, is barred by any applicable statute of limitation.

7. TRAINING AND QUALIFICATIONS OF SECURITY GUARDS.

a. All security guards shall have a minimum of two (2) years of work experience as a licensed Class "D" or Class "G" security guard.

b. Contractor shall, at Contractor's own expense, ensure that any security guard performing Services has completed and maintains the training requirements for "safe-school officers," as that term is defined by Chapter 1006, Florida Statutes, set by Florida law, including Section 1006.12(4), Florida Statues, this Agreement, and the Sheriff's Office providing such training.

c. Contractor shall keep and maintain records related to training, firearm qualifications, and job performance of security guards during the term of this Agreement and for five (5) years following the termination of this Agreement. Contractor must provide such records for City to review or audit within one (1) business day of City's request for such records.

d. Contractor, at its own expense, shall conduct a background screening of all security guards conducted by the Florida Department of Law Enforcement's (FDLE), a Professional Background Screener accredited by the National Association of Professional Background Screeners, or a comparable standard which will include a check of the following databases:

    i. Social Security number trace, and
    ii. Criminal records (Federal, State, and County criminal felony and misdemeanor and a national criminal database for all states which make such data available.

e. Contactor shall submit to the City, in a form acceptable to the City, an affidavit executed by Contractor verifying that the required background screenings have been completed for all security guards and that no security guard has been arrested for and is awaiting the final disposition of; has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to; or

have not been adjudicated delinquent and the record has not been sealed or expunged for any offense listed in Section 43.04(2), Florida Statutes, as amended from time to time, or any similar law of another state. This affidavit must be provided prior to commencement of this Agreement and thereafter prior to the beginning of each school year. In the event, Contractor assigns a new security guard to provide Services under this Agreement, Contractor shall complete the background screening required by this Section and ensure that the security guard has passed such background screening, prior to the security guard providing Services in connection with this Agreement. Contractor shall immediately report the arrest or any updated court disposition of any security guard providing Services under this Agreement to a Program Supervisor. In addition, the Contractor shall ensure that all security guards have a responsibility to self report to the Contractor within three (3) calendar days, any arrest or updated court disposition for any criminal offense.

f. All security guards provided under this Agreement must hold and maintain a valid Class "D" and Class "G" license, as those terms are defined by Chapter 493, Florida Statues, for the duration of this Agreement. If a security guard that performed Services under this Agreement, no longer has a valid Class "D" or Class "G" license, Contractor shall immediately notify a Program Supervisor.

g. All security guards shall complete 144 hours of training pursuant to Section 30.15(1)(k)2.

h. All security guards shall pass a psychological evaluation administered by a psychologist licensed under Chapter 490, Florida Statutes, and designated by the Florida Department of Law Enforcement. Contractor shall submit the results of these psychological evaluations to the City.

i. All security guards shall pass an initial drug test prior to the commencement of this agreement and subsequent random drug tests in accordance with Section 112.0455, Florida Statues, if requested by the City or the Osceola County School District.

j. All security guards shall successfully complete ongoing training and firearm qualification with a Sheriff's Office on at least an annual basis. Contractor shall regularly inspect all weapons issued to security guards on at least a monthly basis. Contractor shall provide documentation of such training, firearm qualification, and weapons inspection to City.

k. All security guards shall have effective report writing skills.

l. A security guard shall not provide Services under this Agreement unless the security guard meets all of the training requirements in Section 6. .

8. COMPENSATION. Service shall be provided at the rate of $51.45 per hour per security guard (hereinafter "Rate") unless an individual security guard is requested to work in excess of 40 hours per week. If an individual security guard is requested to

work in excess of 40 hours per week, then Contractor shall be compensated 1.5 times the Rate for any time a security officer works in excess of 40 hours per week.

9. PAYMENT. Upon review and approval of Contractor's invoice and verification that Services have been rendered in conformity with this Agreement, the City 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 forty-five (45) days from the City's receipt of the invoice.

10. SOVEREIGN IMMUNITY. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. GOVERNING LAW. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

12. NOTICE. Whenever any party desires or is required by law to give notice unto another party, notice shall be sent by certified mail or hand delivered to:

City of Kissimmee **Chief of Police** **8 N. Stewart Avenue** **Kissimmee, Florida 34741**	**Contractor** **Eagle Globe Protective Services, Inc.** **14221 SW 120 St. Suite 113** **Miami, FL 33186**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Agreement to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

13. SUBCONTRACTORS. Contractor shall not subcontract any obligations under this Agreement unless the City provides written consent.

14. NON-ASSIGNMENT. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

15. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER. In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees of Contractor shall be, at all times, employees of Contractor under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.

16. TERMINATION FOR CONVENIENCE. City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from City, Contractor shall only provide those services specifically approved or directed by City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and City shall continue to be responsible to Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. Contractor shall, however, be entitled to payment for services commenced and approved by City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

17. TERMINATION FOR CAUSE. If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines any of the following circumstances occurred:

a. Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

b. Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

c. If the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

d. If Contractor or any security guard acting under this Agreement does any act or refrains from doing any act which, in the sole opinion of City, impairs working relationships between the Osceola County School District and the City or any of their respective departments, officers, employees, agents, and volunteers, impairs the working relationship between Contractor and the City and any of their respective officers, or employees, negatively impedes the performance of the City and any of its departments, officers, employees, agents, or volunteers, or negatively affects the public perception of the City or any of its departments, officers, employees, agents, or volunteers.

18. INSURANCE. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

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

b. **Comprehensive General Liability (CGLI):** CGLI coverage with limits of not less than $5,000,000.00 per occurrence, or CGLI coverage combined with Umbrella Insurance with limits of not less than $5,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, and broad form property damage. This policy of insurance must be written in an "occurrence" based format.

c. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

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

19. INDEMNIFICATION. The Parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement. The Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend City, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked

materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, or agents, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

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

21. WAIVER. No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

22. HEADINGS AND CAPTIONS. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

23. AMENDMENTS. This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

24. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

25. RECORDS. All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law and at minimum for five (5) years. The City reserves the right to examine and/or audit such records. This Section shall survive termination or expiration of this Agreement.

26. BREACH. Failure of Contractor or City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, City has the right to terminate this Agreement in accordance with the provisions of Paragraph 16 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless City disputes satisfactory performance of services.

27. EXHIBITS. Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

28. NO THIRD PARTIES BENEFICIARIES. This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.

29. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and Local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss, including those now in effect and hereafter adopted.

30. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

31. PUBLIC RECORDS. The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

32. FUNDING. The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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

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

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

34. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

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

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

37. PUBLIC ENTITY CRIMES. In accordance with the Public Entity Crimes Act (§287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime, may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

38. ANTITRUST VIOLATIONS; DENAIL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State

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

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

40. HUMAN TRAFFICKING. Contractor shall provide City with an affidavit signed by an officer or representative of Contractor attesting, under penalty of perjury, that Contractor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

41. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the Parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor

Attest: _____
Tameara Crespo, City Clerk

Approved as to form and legality.

By: _____
Olga Sanchez de Fuentes, City Attorney

CONTRACTOR

By: Orlando Munoz
Name: Orlando Muñoz
Title: President

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of April, 2025 by Blanca V. Torres as Notary for CONTRACTOR, who is ☐ personally known or ☑ produced the following form of identification: M520-645-75-305-0.

SEAL:

BLANCA V. TORRES
MY COMMISSION # HH 643514
EXPIRES: February 23, 2029

Signature of Notary Public

EXHIBIT "A"
RFP

EXHIBIT "B"
PROPOSAL

EXHIBIT "C"
SCHOOL RESOURCE OFFICER COVERAGE
FOR OSCEOLA COUNTY CHOOL DISTRICTV

Osceola High School, 420 South Thacker Avenue, Kissimmee, FL 34741
Kissimmee Middle School, 2410 Dyer Boulevard, Kissimmee, FL 34741
Denn John Middle School, 2001 Denn John Lane, Kissimmee, FL 34744
Central Avenue Elementary School, 500 West Columbia Avenue, Kissimmee, FL 34741
Thacker Avenue Elementary School, 301 North Thacker Avenue, Kissimmee, FL 34741
Highlands Elementary School, 800 West Donegan Avenue, Kissimmee, FL 34741
Flora Ridge Elementary School, 2900 Dyer Boulevard, Kissimmee, FL 34741
Kissimmee Elementary School, 3700 West Donegan Avenue, Kissimmee, FL 34741
Cypress Elementary School, 2251 Lakeside Drive, Kissimmee, FL 34743
Mill Creek Elementary School, 1700 Mill Slough Road, Kissimmee, FL 34744
New Beginnings Education Center K-12, 2599 West Vine Street, Kissimmee, FL 34741
Knights Point K-8, 4890 Golden Knight Boulevard, Kissimmee, FL 34746

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: **RFP2025-004**
DATE: March 14, 2025
TO: Captain Michael Tilton, Police Department
FROM: Debbie Luke, Purchasing Coordinator
SUBJECT: **Independent Security and Protection Services for Schools**

COMMENTS: Subject bid was opened on March 13, 2025 with copy of abstract attached, copies of the 9 submittals were sent electronically for your review. Purchasing advertised this February 17, 2025 with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 44 vendors and 33 vendors downloaded the bid package, Vendor Link had 11 vendors download the package after 441 vendors notified. Local Vendor preference does not apply as no vendors are from Osceola County. After evaluations are completed and you have your recommendations, please provide written justification below for Commission consideration and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

DEPARTMENT RECOMMENDATIONS:

___ Purchase from low bidder.
_✓_ Other - Explain (attach additional sheets if necessary).

SEE PAGE 3.

REVIEWED BY: [signature] MICHAEL TILTON **DATE:** 3/31/2025
APPROVED BY: _____ **DATE:** _____
DATE RETURNED TO PURCHASING: 3/21/2025

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New _____ Replacement ✓

The intended use of function is: CONTRACT WITH A COMPANY TO PROVIDE SCHOOL SAFETY OFFICER SERVICES WHEN AN ASSIGNED SCHOOL RESOURCE OFFICER IS ABSENT. THE CONTRACT IS SET TO RENEW ON JULY 1, 2025.

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount	
001304035049041	N/A.	$ 98,893.00	- REMAINING FUNDS FOR 2025 FISCAL YEAR.
001304035049041	N/A	$ 103,838.00	- PLANNED BUDGET FOR 2026 FISCAL YEAR.

Total Amount Budgeted: $ 98,893.00

Cost: $ 98,893.00

Remaining: Ø

Intended use for any funds remaining: THE FUNDS BUDGETED ARE REIMBURSED BY OSCEOLA COUNTY SCHOOLS UNDER THE SCHOOL RESOURCE OFFICER CONTRACT.

AUTHORIZATION TO PLACE BID ON AGENDA (CONTINUATION)

DEPARTMENT RECOMMENDATION:

Out of the nine companies that placed bids, only two companies currently employ school safety officers in the Central Florida area. EGPS, who holds the current contract, and Dynamic Integrated Security, who also employes school safety officers in the Central Florida area. Based on the specific statutory training requirements for school safety officers, we believe it is important to contract with a company that is familiar with the requirements and has a knowledge and history of compliance. The remaining seven companies either have school safety officer experience from outside the region, or they have no experience as school safety officers at all.

Since the Osceola County School system reimburses the city in full for the expenses associated with this contract and are familiar with both companies, we consulted with their Security and Safety Division regarding the bid. Th Osceola County School Safety and Security Division recommended renewing the contract with EGPS.

Having direct knowledge of EGPS's history of reliability, and after a review of all the companies who placed bids, the police department recommends renewing the contract with EGPS.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****

RFP2025-004

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	TOTAL COST
1	Security Guard Services	$51.45 Hourly Fee

ACKNOWLEDGMENT OF ADDENDA NO.(S)_____(IF APPLICABLE)

_____

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

OM We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME Eagle Globe Protective Services, Inc
COMPANY ADDRESS 14221 SW 120 Street, Suite 113
Miami, FL 33186

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 02/24/2025
(signature)

Orlando Munoz, Director EMAIL: omunoz@egps-us.com
(typed name/title of signer)

TELEPHONE NO.: (305)798-2008 FAX NO.: ( )_____

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

RFP 2025-04 EGPS (Sample School List)

Orlando Munoz
Director
Eagle Globe Protective Services Inc.
14221 SW 120 St Suite #113
Miami, Florida 33186
Email: omunoz@egps-us.com
Mobile: 305.798.2008

Dear Captain Tilton

I am writing to provide an overview of our extensive experience in providing certified guardian services for schools, and educational institutions across Florida,

EGPS is dedicated to upholding the highest standards of professionalism and safety. Our trained personnel hold certifications in Active Shooter Response, Stop the Bleed, and precision pistol shooting, ensuring preparedness for any situation that may arise in our educational environments.

We serve as the primary site for hiring, training, and managing security personnel deployed at various school through the State of Florida ensuring a high level of security services for schools. Our commitment to quality is further demonstrated by our low staff attrition rate, earning us the trust of numerous government and educational institutions throughout the state.

Orlando Munoz
Director
Eagle Globe Protective Services Inc.
14221 SW 120 St Suite #113
Miami, Florida 33186
Email: omunoz@egps-us.com
Mobile: 305.798.2008

To illustrate our partnerships, I would like to highlight our collaborations with notable agencies including:

- Orange County Sheriff's Office
  Dave Vernon, Manager
  Recruiting & Background Investigations
  2500 W. Colonial Drive
  Orlando, FL 32804
  Desk: (407) 254-7497
  Cell: (407) 919-3157

- Orange County School Board
  Gina E. Dole, MPA
  Senior Administrator
  School Choice Services, Charter Schools
  407-317-3484, ext. 2022596
  Cell: 321-439-6967

- Miami-Dade County Public Schools
  Jim Dillard
  Administrative Director
  Charter School Compliance and Support
  786-229-3245
  Jdillard@dadeschools.net

Osceola County Public Schools
Lester Yeates
Director of Safety, Security, and Emergency Management
School District of Osceola County
817 Bill Beck Boulevard
Building 2000
Kissimmee, FL 34744-4492
407-343-4506
lester.yeates@osceolaschools.net

Here's the sample list of some of our contracted schools organized by county based on their addresses:

Osceola County

1. Mater Palms School
   401 S. Poincianna Blvd, Kissimmee, FL
2. Mater Brighton
   3200 Pleasant Hill Road, Kissimmee, FL
3. Mater Brighton High
   3200 Pleasant Hill Road, Kissimmee, FL
4. UCP Osceola Campus
   1820 Armstrong Blvd, Kissimmee, FL
5. Lincoln Marti School
   2244 Fortune Road, Kissimmee, FL
6. New Dimension High School
   4900 Old Pleasant Hill Road, Kissimmee, FL
7. Holy Redeemer Catholic School
   1800 West Columbia Ave, Kissimmee, FL
8. Bridgprep Osceola
   4851 Koa Street, Kissimmee, FL
9. OSCEOLA Science School
   2849 N. John Young Pkwy, Kissimmee, FL
10. SLAM Osceola
    611 Line Drive, Kissimmee, FL

Orange County

1. UCP BCA
   4780 Data Court, Orlando, FL
2. UCP Science Drive
   12702 Science Drive, Orlando, FL
3. UCP Downtown/Beta
   4680 Lake Underhill Road, Orlando, FL
4. UCP Middle/High Orange TLA
   3305 S. Orange Ave, Orlando, FL
5. UCP West Orange
   1441 Winter Garden Vineland Road, Orlando, FL
6. Pinecrest Academy Avalon
   13993 Mailer Blvd, Orlando, FL
7. Pinecrest Prep Orlando
   8503 Daetwyler Drive, Orlando, FL

8. Pinecrest Creek
   1100 Lee Road, Orlando, FL
9. Faith Christian Academy
   9307 Curryford Road, Orlando, FL
10. Passport School
   5221 Curryford Road, Orlando, FL
11. LAKE EOLA School
   135 N. Magnolia Ave, Orlando, FL
12. Aspire Charter School
   928 Malone Drive, Orlando, FL
13. BridgePrep Orange
   5710 Lacosta Drive, Orlando, FL
14. Orlando Science School
   2611 Technology Ave, Orlando, FL
15. Orlando Science Middle School
   2427 Lynx Lane, Orlando, FL
16. Orlando Science East Campus
   10250 University Blvd, Orlando, FL
17. Mater Narcoossee Academy
   8533 Narcoossee Road, Orlando, FL
18. Central Florida Leadership Charter High School
   427 North Primrose Dr, Orlando, FL 32803
19. Princeton House Charter School
   1166 Lee Rd, Orlando, FL 32810
20. Chancory High School ALS
   7001 South Orange Blossom Trail, Orlando, FL 32809
21. Econ River High School ALS
   14180 East Colonial Dr, Orlando, FL 32826
22. Luscious and Emma Nixon Academy Charter School
   1780 Mercy Dr, Orlando, FL 32808
23. Orlando Science Charter High School
   2600 Technology Dr, Orlando, FL 32804
24. Sunshine High School ALS
   6600 Old Winter Garden Rd, Orlando, FL 32835
25. Aloma High School ALS
   495 North Semoran Blvd, Winter Park, FL 32792

Polk County

1. Academir Charter School
   1201 S. Goodman Road, Champions Gate, FL
2. Academir Charter School/Floater
   1201 S. Goodman Road, Champions Gate, FL
3. Bridgprep Academy Polk
   2045 Florence Villa Grove Road, Davenport, FL

Hillsborough County

1. West University High School
   11602 North 15th Street, Tampa, FL

Lake County

1. Lake Tech College
   2001 Kurt Street, Eustis, FL

Miami-Dade County

1. Miami Arts Charter Schools
   95 NW 23rd St, Miami, FL 33127
2. Excelsior Miami Gardens
   3690 NW 192nd St, Miami Gardens, FL 33056
3. Pinecrest Glades Academy
   15250 SW 8th St, Miami, FL 33194
4. Various locations in Miami Gardens
5. Village Green Middle/High
   13303 SW 120th St, Miami, FL 33186
6. True North ELC Pinecrest
   325 Pinecrest Dr, Miami, FL 33156
7. Florida Science STEM
   12145 SW 213th St, Miami, FL 33177
8. Doral Academy
   11100 NW 27th St, Doral, FL 33172
9. Somerset Academy Silver Palms
   13335 SW 288th St, Homestead, FL 33033
10. Mater Academy Brickell
    800 Brickell Ave, Miami, FL 33131
11. SLAM Miami
    604 NW 12th Ave, Miami, FL 33136
12. Ben Gamla Kendall
    19101 SW 127th Ave, Miami, FL 33177
13. Christ Fellowship Academy Palmetto Bay
    8900 SW 168th St, Palmetto Bay, FL 33157
14. True North Classical Kendall
    7995 SW 152nd St, Miami, FL 33157

Broward County

1. ISA Broward
   800 Corporate Dr, Fort Lauderdale, FL 33334
2. Somerset Academy Pines
   20805 Johnson St, Pembroke Pines, FL 33029
3. Somerset Academy Riverside
   2251 Riverside Dr, Coral Springs, FL 33065
4. Somerset Academy Miramar South
   12425 SW 53rd St, Miramar, FL 33027
5. Various locations in Hollywood Hills
6. Somerset Academy Pines Chapel
   9300 Pembroke Rd, Pembroke Pines, FL 33025

Palm Beach County

1. Somerset Academy Wellington
   1000 Wellington Trace, Wellington, FL 33414

The partnerships we have developed with these institutions underscore our commitment to providing secure learning environments compliant with state safety mandates. Our Guardian programs foster a culture of safety in the various educational settings we serve.

Thank you for your attention. Please feel free to reach out if you have any questions or require further information.

Sincerely,

Orlando Munoz
Director
Eagle Globe Protective Services Inc.

* REQUEST FOR PROPOSAL *

I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following: Request for Proposal Number **RFP2025–007 Independent Security and Protection Services for School**

II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and (1) electronic copy on CD or Flash Drive.

III. To be considered proposals MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00 p.m. March 13, 2025.

IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM on March 13, 2025.

V. All proposals must be according to specifications and conditions, and on the forms provided herein.

VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the bidder's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bidder's schedule. Each bidder is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time-keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 DEFAULT

Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.4 LATE PROPOSALS AND WITHDRAWL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.5 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract's proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the

invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Bidders are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.6 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.7 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the bidder's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.8 BIDDER'S CERTIFICATION

By signature on this proposal, bidder certifies or in the case of a joint proposal each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
B. That the bidder has not divulged or discussed his offer with other bidders.
C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.9 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future proposal lists.

1.10 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.11 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.12 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.13 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133,F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend City, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, or agents, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to procurement@kissimmee.gov not less than seven (7) days prior to the RFP opening

date. Last day for questions is February 25, 2025 by 5PM with final addendum issued March 04, 2025 by 5PM.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Coordinator for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany bidders during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 FEES AND LICENSURE COST: This bid requires the following fees/licensure: proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business, proof of a valid "Class B" Security Agency License, as that term in defined by Chapter 493, Florida Statutes, for Contractor, proof of valid "Class D" and "Class G" licenses, as those terms are defined by Chapter 493, Florida Statues, for at least two employees capable of fulfilling the scope of services.

2.8 INSURANCE PROVISIONS: Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of

Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

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

B) **Comprehensive General Liability (CGLI):** CGLI coverage with limits of not less than $5,000,000.00 per occurrence, or CGLI coverage combined with Umbrella Insurance with limits of not less than $5,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, and broad form property damage. This policy of insurance must be written in an "occurrence" based format.

C) **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

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

2.9 TERM OF CONTRACT: The term of this Agreement shall be for an initial period of twelve (12) months, commencing on July 1, 2025 and continuing through June 30, 2026. The Parties may renew the Agreement for up to three (3) additional twelve (12) month periods by written agreement. The City Manager or the City Manger's designee may approve such renewals on behalf of the City. This Agreement shall automatically terminate if the Osceola County School District does not execute a School Resource Officer Contract with the City of Kissimmee allowing for the use of security guards as contemplated in this Agreement or providing reimbursement to the City of Kissimmee for security guards under this Agreement.

Note: Sample Agreement on pages 18-36.

3.0 SCOPE OF SERVICES: City seeks as an independent security and protection service to perform the following duties, hereinafter "Services":

a. Bidder shall continue to meet the definition of a "security agency," as that term is defined by section 493.6101(18), Florida Statutes, and comply with all State laws and regulations applicable to "security agencies" throughout the term of this Agreement.

b. Bidder shall hold and maintain a "Class B" Security Agency License throughout the term of this Agreement.

c. Bidder shall appropriately supervise all security guards providing Services under this Agreement.

d. Bidder shall maintain an active duty roster of all security guards providing Services under this Agreement. Bidder shall share such roster with City immediately upon request.

e. Bidder shall designate a single point of contact to be the liaison for Bidder with City to handle the day-to-day operations of this Agreement.

f. Bidder shall furnish security guards with redundant communication equipment allowing security guards to communicate with their supervisor, with their home office, 911, and a Program Administrator.

g. Bidder shall, at Bidder's own expense, ensure that security guards are trained at a minimum in the following areas:

i. Patrol and observation techniques.
ii. Report writing.
iii. Customer service and public relations.
iv. Fire safety and prevention.
v. Bomb recognition.
vi. Conflict management.
vii. Interpersonal skills.
viii. Incident investigation.
ix. Crime prevention.
x. Handling threatening/hostile individuals.
xi. Handling violence in the workplace.
xii. Computer operations.
xiii. Emergency call procedures to notify the police of appropriate jurisdiction.
xiv. Compiling employee log sheets to log the inspections and observations of rounds.
xv. Operation of a two-way radio, cellular telephone or other device, to be able to call into the Bidder's headquarters.
xvi. Emergency call procedures to notify City of a problem.
xvii. Procedures for identifying and handling suspicious packages.
xviii. Procedures for identifying and safely responding to bio-medical hazards.
xix. Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).

h. Provide one (1) security guard equipped with a firearm to act as a substitute for school resource officers that are unable to report on those days that correspond with the days in which students within the Osceola County School District receive educational instruction, but shall not include teacher workdays and other holidays

wherein school staff is on campus, but students are not on campus, Summer School or Summer Program. Such days are reflected on the Osceola County School District School Calendar (hereinafter "School Calendar") for each school year that this Agreement is in effect. The City shall provide Bidder a School Calendar prior to the beginning of each school year that this Agreement is in effect.

i. Unless directed otherwise by a School Resource Officer Unit Sergeant or Corporal or their Lieutenant, or any personal holding the rank of Captain or higher at the Kissimmee Police Department (hereinafter "Program Supervisor"), the security guard will report for duty at 8:00 a.m. and remain on duty until 4:00 p.m. at Kissimmee Middle School, located at 2410 Dyer Boulevard, Kissimmee, FL 34741.

j. Prior to 4:00 p.m. on the prior business day, a Program Supervisor may direct the security guard to report to a different school within the City's jurisdiction, a list of which is attached hereto as Exhibit C. If the security guard is so directed to report to an elementary school or New Beginnings Education Center, then the security guard shall report for duty at that school on the following business day at 7:45 a.m. and remain on duty until 3:45 p.m. If the security guard is so directed to report to a middle school or Knights Point K-8, then the security guard shall report for duty at that middle school on the following business day at 8:45 a.m. and remain on duty until 4:45 p.m. If the security guard is so directed to report to a high school, then the security guard shall report for duty at that high school on the following business day at 6:45 a.m. and remain on duty until 2:45 p.m., except on those days that students in high school are released early in which case the security guard shall report at 6:45 a.m. and remain on duty until 1:45 p.m.

k. If a Program Supervisor directs the security guard to report to a different school within the City's jurisdiction a list of which is attached hereto as Exhibit C, after 3:59 p.m. on the prior business day, the security guard shall report for duty at the school directed between the 8:00 a.m. or the time directed and 4:00 p.m.

l. Provide additional security guards equipped with firearms, readily available at all times, to act as a substitute for school resource officers that are unable to report to work on an as needed basis when directed by a Program Supervisor. The additional security guard shall report to the school as directed by a Program Supervisor according to the time periods set out in Section 3(c) or 3(d) above.

m. Provide a security guard during school breaks and extracurricular events, including but not limited to school sporting events, after-school activities, or graduation ceremonies, if requested by the City.

n. At the request of a Program Supervisor, Bidder shall substitute any security guard assigned to City.

3.1 RESPONSIBILITIES OF SECURITY GUARDS: Security guards shall not perform any law enforcement function, including detention or arrest, except pursuant to Section 5(c) of this Agreement. Security guards shall perform the following functions:

a. Wear a Bidder-issued uniform that clearly identifies security guard as an employee of Bidder and a security guard with a picture I.D. badge prominently displayed on the uniform. The uniform shall be neat and professional.

b. Perform tasks with a professional demeanor, integrity, and attention to duty.

c. Complete tasks as assigned by a Program Supervisor.

d. Perform site surveillance on foot or by vehicle including but not limited to the following:

    i. Patrol assigned areas on foot to check for fires, vandalism, suspicious activities, suspicious persons, or safety and fire hazards (hereinafter "Safety Risks"). If a security guard detects any Safety Risks, the security guard shall immediately report the Safety Risk to 911 or a Program Supervisor. The security guard shall begin to investigate such Safety Risks until law enforcement arrives to continue the investigation.

    ii. Check corridors, alleys, and parking lot to minimize or eliminate any loitering or vandalism of the property in the area(s).

e. If an "active assailant incident," as that term is defined by Chapter 1006, Florida Statues and Kissimmee Police Department General Order 522, occurs on school premises, the security guard shall aid in the prevention or abatement of the active assailant incident by according to Kissimmee Police Department General Order 522. Security guards acting pursuant to this Agreement shall comply with all requirements of "officers" in Kissimmee Police Department General Order 522. The City shall provide a copy of General Order 522 to Bidder prior to the commencement of this Agreement.

f. Monitor alarms and surveillance screens and respond to any site where an alarm has been activated, take appropriate action when needed, and immediately notify a Program Supervisor of the activation of such alarm.

g. Only if necessary to protect the safety of persons, intervene in any breach of the peace. If a security officer does intervene in such circumstances, the security guard must immediately report the incident and the security guard's involvement to 911 and a Program Supervisor. A security guard may use mechanical restraint only if all of the following four circumstances occur: (1) mechanical restraint is necessary to prevent a beach of the peace, (2) mechanical restraint is necessary to protect the safety of persons, (3) the person subject to the restraint is in grade 6 or higher, and (4) no law enforcement officer is present to apply mechanical restraint. A security guard may use physical restraint only if all of the following three circumstances occur: (1) physical restraint is necessary to prevent a beach of the peace, (2) physical restraint is necessary to protect the safety of persons, and (3) no law enforcement officer is present to apply physical restraint.

h. If a security guard observes or receives a report of criminal activity that does not rise to a breach of the peace, which threatens the safety of persons, the security guard shall immediately report such activity to 911. The security guard shall not detain any person who has committed criminal activity, but, where possible, the security guard shall maintain a sight line on such person until law enforcement arrives.

i. Any security guard assigned to the City under this Agreement shall be armed and meet all requirements for a school security guard described in sections 30.15(k) and 1006.12(4), Florida Statutes.

j. Document all incidents, including but not limited to criminal activity, breaches of the peace, vandalism, property damage, and Safety Risks, by way of a written report in acceptable form and submit such report(s) within twenty-four (24) hours of the incident in question to a Program Supervisor.

k. Provide traffic and access control of persons, vehicles, and other property on school grounds as needed.

l. Notify and coordinate with Law Enforcement and Emergency Medical Services in the event of an emergency on campus. Take prompt action to prevent or minimize safety hazards and security incidents including crowd and traffic control during an emergency until the arrival of Law Enforcement. Upon arrival of Law Enforcement, assist Law Enforcement as directed by Law Enforcement.

m. Abide by the school policies and shall consult with and coordinate activities with a Program Supervisor.

n. The security guard will not disclose confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by law. The security shall return to the school all original and any copies of confidential student information and shall not retain any confidential student information. If Bidder or its agents receive any student information that is otherwise confidential, Bidder shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, and any and all other laws or regulations, regarding confidentiality of student information and records. Further, notwithstanding any other provision in this Agreement to the contrary, to the extent permitted by law, Bidder, for itself, and its officers, employees and agents shall fully indemnify and hold the school and its officers and employees harmless for any violation of this provision, including, but not limited to defending the school and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the school, or payment of any and all costs, damages, judgements, or losses incurred by or imposed upon the school arising out of the breach of this provision by Bidder, or

its officers, employees, agents, and representatives, to the extent that Bidder shall either intentionally or negligently violate this provision or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination or completion of all obligations under this Agreement and shall be fully binding upon Bidder until such time as any proceeding which may be brought on account of this provision, is barred by any applicable statute of limitation.

3.2 TRAINING AND QUALIFICATIONS OF SECURITY GUARDS.

a. All security guards shall have a minimum of two (2) years of work experience as a licensed Class "D" or Class "G" security guard.

b. Bidder shall, at Bidder's own expense, ensure that any security guard performing Services has completed and maintains the training requirements for "safe-school officers," as that term is defined by Chapter 1006, Florida Statutes, set by Florida law, including Section 1006.12(4), Florida Statues, this Agreement, and the Sheriff's Office providing such training.

c. Bidder shall keep and maintain records related to training, firearm qualifications, and job performance of security guards during the term of this Agreement and for five (5) years following the termination of this Agreement. Bidder must provide such records for City to review or audit within one (1) business day of City's request for such records.

d. Bidder, at its own expense, shall conduct a background screening of all security guards conducted by the Florida Department of Law Enforcement's (FDLE), a Professional Background Screener accredited by the National Association of Professional Background Screeners, or a comparable standard which will include a check of the following databases:

    i. Social Security number trace, and
    ii. Criminal records (Federal, State, and County criminal felony and misdemeanor and a national criminal database for all states which make such data available.

e. Contactor shall submit to the City, in a form acceptable to the City, an affidavit executed by Bidder verifying that the required background screenings have been completed for all security guards and that no security guard has been arrested for and is awaiting the final disposition of; has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to; or have not been adjudicated delinquent and the record has not been sealed or expunged for any offense listed in Section 43.04(2), Florida Statutes, as amended from time to time, or any similar law of another state. This affidavit must be provided prior to commencement of this Agreement and thereafter prior to the beginning of each school year. In the event, Bidder assigns a new security guard to provide Services under this Agreement, Bidder shall complete the background screening required by this Section and ensure that the security guard has passed such background

screening, prior to the security guard providing Services in connection with this Agreement. Bidder shall immediately report the arrest or any updated court disposition of any security guard providing Services under this Agreement to a Program Supervisor. In addition, the Bidder shall ensure that all security guards have a responsibility to self report to the Bidder within three (3) calendar days, any arrest or updated court disposition for any criminal offense.

a. All security guards provided under this Agreement must hold and maintain a valid Class "D" and Class "G" license, as those terms are defined by Chapter 493, Florida Statues, for the duration of this Agreement. If a security guard that performed Services under this Agreement, no longer has a valid Class "D" or Class "G" license, Bidder shall immediately notify a Program Supervisor.

b. All security guards shall complete 144 hours of training pursuant to Section 30.15(1)(k)2.

c. All security guards shall pass a psychological evaluation administered by a psychologist licensed under Chapter 490, Florida Statutes, and designated by the Florida Department of Law Enforcement. Bidder shall submit the results of these psychological evaluations to the City.

d. All security guards shall pass an initial drug test prior to the commencement of this agreement and subsequent random drug tests in accordance with Section 112.0455, Florida Statues, if requested by the City or the Osceola County School District.

e. All security guards shall successfully complete ongoing training and firearm qualification with a Sheriff's Office on at least an annual basis. Bidder shall regularly inspect all weapons issued to security guards on at least a monthly basis. Bidder shall provide documentation of such training, firearm qualification, and weapons inspection to City.

f. All security guards shall have effective report writing skills.

g. A security guard shall not provide Services under this Agreement unless the security guard meets all of the training requirements in Section 3.2.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****

RFP2025-004

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	TOTAL COST
1	Security Guard Services	$_____ Hourly Fee

ACKNOWLEDGMENT OF ADDENDA NO.(S)_____(IF APPLICABLE)

_____

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME _____

COMPANY ADDRESS _____

_____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____

(signature)

_____ EMAIL: _____

(typed name/title of signer)

TELEPHONE NO.: (___)_____ FAX NO.: (___)_____

NOTICE

RFP2025-004

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____
_____
_____

Phone Number: ( )_____
Fax Number: ( )_____
Continue on Vendor List: _____Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks:
_____
_____
_____

_____
Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Bidder's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

(print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

._____
Signature of Affiant

._____
Typed/Printed Name of Affiant

._____

._____
Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or ____ produced identification. Type of identification produced_____

SECURITY GUARD SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 by and between _____, whose address is _____, hereinafter referred to as "Contractor" and the City of Kissimmee, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "City", collectively hereinafter the "Parties", and each represent as follows:

WITNESSETH:

WHEREAS, the City solicited proposals for professional armed security and protective services as a supplement to the City's School Resource Officer Program as further described below (hereinafter "Services") pursuant to City of Kissimmee Request for Proposal No. _____, (hereinafter referred to as "RFP"); and

WHEREAS, Contractor, which is a licensed "security agency" in good standing, submitted a proposal (hereinafter referred to as "Proposal") representing that Contractor is able to satisfactorily complete the Services according to the terms and conditions of the RFP; and

WHEREAS, City has chosen Contractor as the Selected Bidder for RFP and desires to enter into this Agreement with Contractor; and

NOW THEREFORE, in consideration of the above recitals, mutual covenants, agreements, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

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

2. THE CONTRACT DOCUMENTS. The contract documents consist of this Agreement, the RFP, which is attached hereto as Exhibit A, the Proposal, which is attached hereto as Exhibit B, a list of the public schools within City's jurisdiction, which is attached hereto as Exhibit C, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit C, and Exhibit B, in that order.

3. TERM. The term of this Agreement shall be for an initial period of twelve (12) months, commencing on July 1, 2025 and continuing through June 30, 2026. The Parties may renew the Agreement for up to three (3) additional twelve (12) month periods by written agreement. The City Manager or the City Manger's designee may approve such renewals on behalf of the City. This Agreement shall automatically terminate if the Osceola County School District does not execute a School Resource Officer Contract with the City of Kissimmee allowing for the use of security guards as contemplated in this Agreement or providing reimbursement to the City of Kissimmee for security guards under this Agreement.

SAMPLE

4. SERVICES. City hereby retains Contractor as an independent security and protection service to perform the following duties, hereinafter "Services":

a. Contractor shall continue to meet the definition of a "security agency," as that term is defined by section 493.6101(18), Florida Statutes, and comply with all State laws and regulations applicable to "security agencies" throughout the term of this Agreement.

b. Contractor shall hold and maintain a "Class B" Security Agency License throughout the term of this Agreement.

c. Contractor shall appropriately supervise all security guards providing Services under this Agreement.

d. Contractor shall maintain an active duty roster of all security guards providing Services under this Agreement. Contractor shall share such roster with City immediately upon request.

e. Contractor shall designate a single point of contact to be the liaison for Contractor with City to handle the day-to-day operations of this Agreement.

f. Contractor shall furnish security guards with redundant communication equipment allowing security guards to communicate with their supervisor, with their home office, 911, and a Program Administrator.

g. Contractor shall, at Contractor's own expense, ensure that security guards are trained at a minimum in the following areas:

i. Patrol and observation techniques.
ii. Report writing.
iii. Customer service and public relations.
iv. Fire safety and prevention.
v. Bomb recognition.
vi. Conflict management.
vii. Interpersonal skills.
viii. Incident investigation.
ix. Crime prevention.
x. Handling threatening/hostile individuals.
xi. Handling violence in the workplace.
xii. Computer operations.
xiii. Emergency call procedures to notify the police of appropriate jurisdiction.
xiv. Compiling employee log sheets to log the inspections and observations of rounds.
xv. Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.
xvi. Emergency call procedures to notify City of a problem.
xvii. Procedures for identifying and handling suspicious packages.
xviii. Procedures for identifying and safely responding to bio-medical hazards.

SAMPLE

xix. Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).

h. Provide one (1) security guard equipped with a firearm to act as a substitute for school resource officers that are unable to report on those days that correspond with the days in which students within the Osceola County School District receive educational instruction, but shall not include teacher workdays and other holidays wherein school staff is on campus, but students are not on campus, Summer School or Summer Program. Such days are reflected on the Osceola County School District School Calendar (hereinafter "School Calendar") for each school year that this Agreement is in effect. The City shall provide Contractor a School Calendar prior to the beginning of each school year that this Agreement is in effect.

i. Unless directed otherwise by a School Resource Officer Unit Sergeant or Corporal or their Lieutenant, or any personal holding the rank of Captain or higher at the Kissimmee Police Department (hereinafter "Program Supervisor"), the security guard will report for duty at 8:00 a.m. and remain on duty until 4:00 p.m. at Kissimmee Middle School, located at 2410 Dyer Boulevard, Kissimmee, FL 34741.

j. Prior to 4:00 p.m. on the prior business day, a Program Supervisor may direct the security guard to report to a different school within the City's jurisdiction, a list of which is attached hereto as Exhibit C. If the security guard is so directed to report to an elementary school or New Beginnings Education Center, then the security guard shall report for duty at that school on the following business day at 7:45 a.m. and remain on duty until 3:45 p.m. If the security guard is so directed to report to a middle school, then the security guard shall report for duty at that middle school or Knights Point K-8 on the following business day at 8:45 a.m. and remain on duty until 4:45 p.m. If the security guard is so directed to report to a high school, then the security guard shall report for duty at that high school on the following business day at 6:45 a.m. and remain on duty until 2:45 p.m., except on those days that students in high school are released early in which case the security guard shall report at 6:45 a.m. and remain on duty until 1:45 p.m.

k. If a Program Supervisor directs the security guard to report to a different school within the City's jurisdiction a list of which is attached hereto as Exhibit C, after 3:59 p.m. on the prior business day, the security guard shall report for duty at the school directed between the 8:00 a.m. or the time directed and 4:00 p.m.

l. Provide additional security guards equipped with firearms, readily available at all times, to act as a substitute for school resource officers that are unable to report to work on an as needed basis when directed by a Program Supervisor. The additional security guard shall report to the school as directed by a Program Supervisor according to the time periods set out in Section 3(c) or 3(d) above.

SAMPLE

m. Provide a security guard during school breaks and extracurricular events, including but not limited to school sporting events, after-school activities, or graduation ceremonies, if requested by the City.

n. At the request of a Program Supervisor, Contractor shall substitute any security guard assigned to City.

5. RESPONSIBILITIES OF SECURITY GUARDS. Security guards shall not perform any law enforcement function, including detention or arrest, except pursuant to Section 5(c) of this Agreement. Security guards shall perform the following functions:

a. Wear a Contractor-issued uniform that clearly identifies security guard as an employee of Contractor and a security guard with a picture I.D. badge prominently displayed on the uniform. The uniform shall be neat and professional.

b. Perform tasks with a professional demeanor, integrity, and attention to duty.

c. Complete tasks as assigned by a Program Supervisor.

d. Follow any Kissimmee Police Department general orders applicable to security guards. City shall provide any such general orders to contractor prior to the commencement of each school year or upon adoption.

e. Perform site surveillance on foot or by vehicle including but not limited to the following:

i. Patrol assigned areas on foot to check for fires, vandalism, suspicious activities, suspicious persons, or safety and fire hazards (hereinafter "Safety Risks"). If a security guard detects any Safety Risks, the security guard shall immediately report the Safety Risk to 911 or a Program Supervisor. The security guard shall begin to investigate such Safety Risks until law enforcement arrives to continue the investigation.

ii. Check corridors, alleys, and parking lot to minimize or eliminate any loitering or vandalism of the property in the area(s).

f. If an "active assailant incident," as that term is defined by Chapter 1006, Florida Statues and Kissimmee Police Department General Order 522, occurs on school premises, the security guard shall aid in the prevention or abatement of the active assailant incident by according to Kissimmee Police Department General Order 522. Security guards acting pursuant to this Agreement shall comply with all requirements of "officers" in Kissimmee Police Department General Order 522. The City shall provide a copy of General Order 522 to Contractor prior to the commencement of this Agreement.

g. Monitor alarms and surveillance screens and respond to any site where an alarm has been activated, take appropriate action when needed, and immediately notify a Program Supervisor of the activation of such alarm.

SAMPLE

h. Only if necessary to protect the safety of persons, intervene in any breach of the peace. If a security officer does intervene in such circumstances, the security guard must immediately report the incident and the security guard's involvement to 911 and a Program Supervisor. A security guard may use mechanical restraint only if all of the following four circumstances occur: (1) mechanical restraint is necessary to prevent a beach of the peace, (2) mechanical restraint is necessary to protect the safety of persons, (3) the person subject to the restraint is in grade 6 or higher, and (4) no law enforcement officer is present to apply mechanical restraint. A security guard may use physical restraint only if all of the following three circumstances occur: (1) physical restraint is necessary to prevent a beach of the peace, (2) physical restraint is necessary to protect the safety of persons, and (3) no law enforcement officer is present to apply physical restraint.

i. If a security guard observes or receives a report of criminal activity that does not rise to a breach of the peace, which threatens the safety of persons, the security guard shall immediately report such activity to 911. The security guard shall not detain any person who has committed criminal activity, but, where possible, the security guard shall maintain a sight line on such person until law enforcement arrives.

j. Any security guard assigned to the City under this Agreement shall be armed and meet all requirements for a school security guard described in sections 30.15(k) and 1006.12(4), Florida Statutes.

k. Document all incidents, including but not limited to criminal activity, breaches of the peace, vandalism, property damage, and Safety Risks, by way of a written report in acceptable form and submit such report(s) within twenty-four (24) hours of the incident in question to a Program Supervisor.

l. Provide traffic and access control of persons, vehicles, and other property on school grounds as needed.

m. Notify and coordinate with Law Enforcement and Emergency Medical Services in the event of an emergency on campus. Take prompt action to prevent or minimize safety hazards and security incidents including crowd and traffic control during an emergency until the arrival of Law Enforcement. Upon arrival of Law Enforcement, assist Law Enforcement as directed by Law Enforcement.

n. Abide by the school policies and shall consult with and coordinate activities with a Program Supervisor.

o. The security guard will not disclose confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by law. The security shall return to the school all original and any copies of confidential student information and shall not retain any confidential student information. If Contractor or its agents receive any student information that is otherwise confidential, Contractor shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, and any and all other laws or

SAMPLE

regulations, regarding confidentiality of student information and records. Further, notwithstanding any other provision in this Agreement to the contrary, to the extent permitted by law, Contractor, for itself, and its officers, employees, agents, and representatives shall fully indemnify and hold the school and its officers and employees harmless for any violation of this provision, including, but not limited to defending the school and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the school, or payment of any and all costs, damages, judgements, or losses incurred by or imposed upon the school arising out of the breach of this provision by Contractor, or its officers, employees, agents, and representatives to the extent that Contractor shall either intentionally or negligently violate this provision or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination or completion of all obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding which may be brought on account of this provision, is barred by any applicable statute of limitation.

7. TRAINING AND QUALIFICATIONS OF SECURITY GUARDS.

a. All security guards shall have a minimum of two (2) years of work experience as a licensed Class "D" or Class "G" security guard.

b. Contractor shall, at Contractor's own expense, ensure that any security guard performing Services has completed and maintains the training requirements for "safe-school officers," as that term is defined by Chapter 1006, Florida Statutes, set by Florida law, including Section 1006.12(4), Florida Statues, this Agreement, and the Sheriff's Office providing such training.

c. Contractor shall keep and maintain records related to training, firearm qualifications, and job performance of security guards during the term of this Agreement and for five (5) years following the termination of this Agreement. Contractor must provide such records for City to review or audit within one (1) business day of City's request for such records.

d. Contractor, at its own expense, shall conduct a background screening of all security guards conducted by the Florida Department of Law Enforcement's (FDLE), a Professional Background Screener accredited by the National Association of Professional Background Screeners, or a comparable standard which will include a check of the following databases:

    i. Social Security number trace, and
    ii. Criminal records (Federal, State, and County criminal felony and misdemeanor and a national criminal database for all states which make such data available.

e. Contactor shall submit to the City, in a form acceptable to the City, an affidavit executed by Contractor verifying that the required background screenings have been completed for all security guards and that no security guard has been arrested for and is awaiting the final disposition of; has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to; or

SAMPLE

have not been adjudicated delinquent and the record has not been sealed or expunged for any offense listed in Section 43.04(2), Florida Statutes, as amended from time to time, or any similar law of another state. This affidavit must be provided prior to commencement of this Agreement and thereafter prior to the beginning of each school year. In the event, Contractor assigns a new security guard to provide Services under this Agreement, Contractor shall complete the background screening required by this Section and ensure that the security guard has passed such background screening, prior to the security guard providing Services in connection with this Agreement. Contractor shall immediately report the arrest or any updated court disposition of any security guard providing Services under this Agreement to a Program Supervisor. In addition, the Contractor shall ensure that all security guards have a responsibility to self report to the Contractor within three (3) calendar days, any arrest or updated court disposition for any criminal offense.

f. All security guards provided under this Agreement must hold and maintain a valid Class "D" and Class "G" license, as those terms are defined by Chapter 493, Florida Statues, for the duration of this Agreement. If a security guard that performed Services under this Agreement, no longer has a valid Class "D" or Class "G" license, Contractor shall immediately notify a Program Supervisor.

g. All security guards shall complete 144 hours of training pursuant to Section 30.15(1)(k)2.

h. All security guards shall pass a psychological evaluation administered by a psychologist licensed under Chapter 490, Florida Statutes, and designated by the Florida Department of Law Enforcement. Contractor shall submit the results of these psychological evaluations to the City.

i. All security guards shall pass an initial drug test prior to the commencement of this agreement and subsequent random drug tests in accordance with Section 112.0455, Florida Statues, if requested by the City or the Osceola County School District.

j. All security guards shall successfully complete ongoing training and firearm qualification with a Sheriff's Office on at least an annual basis. Contractor shall regularly inspect all weapons issued to security guards on at least a monthly basis. Contractor shall provide documentation of such training, firearm qualification, and weapons inspection to City.

k. All security guards shall have effective report writing skills.

l. A security guard shall not provide Services under this Agreement unless the security guard meets all of the training requirements in Section 6.

8. COMPENSATION. Service shall be provided at the rate of $_____ per hour per security guard (hereinafter "Rate") unless an individual security guard is requested to work in excess of 40 hours per week. If an individual security guard is requested to

SAMPLE

work in excess of 40 hours per week, then Contractor shall be compensated 1.5 times the Rate for any time a security officer works in excess of 40 hours per week.

9. PAYMENT. Upon review and approval of Contractor's invoice and verification that Services have been rendered in conformity with this Agreement, the City 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 forty-five (45) days from the City's receipt of the invoice.

10. SOVEREIGN IMMUNITY. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. GOVERNING LAW. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

12. NOTICE. Whenever any party desires or is required by law to give notice unto another party, notice shall be sent by certified mail or hand delivered to:

City of Kissimmee **Chief of Police** **8 N. Stewart Avenue** **Kissimmee, Florida 34741**	**Contractor**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Agreement to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

13. SUBCONTRACTORS. Contractor shall not subcontract any obligations under this Agreement unless the City provides written consent.

SAMPLE

14. NON-ASSIGNMENT. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

15. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER. In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees of Contractor shall be, at all times, employees of Contractor under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.

16. TERMINATION FOR CONVENIENCE. City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from City, Contractor shall only provide those services specifically approved or directed by City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and City shall continue to be responsible to Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. Contractor shall, however, be entitled to payment for services commenced and approved by City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

17. TERMINATION FOR CAUSE. If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines any of the following circumstances occurred:

a. Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

SAMPLE

b. Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
c. If the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.
d. If Contractor or any security guard acting under this Agreement does any act or refrains from doing any act which, in the sole opinion of City, impairs working relationships between the Osceola County School District and the City or any of their respective departments, officers, employees, agents, and volunteers, impairs the working relationship between Contractor and the City and any of their respective officers, or employees, negatively impedes the performance of the City and any of its departments, officers, employees, agents, or volunteers, or negatively affects the public perception of the City or any of its departments, officers, employees, agents, or volunteers.

18. INSURANCE. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

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

b. **Comprehensive General Liability (CGLI):** CGLI coverage with limits of not less than $5,000,000.00 per occurrence, or CGLI coverage combined with Umbrella Insurance with limits of not less than $5,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, and broad form property damage. This policy of insurance must be written in an "occurrence" based format.

c. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

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

19. INDEMNIFICATION. The Parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement. The Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend City, the City, its past, present, future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked

SAMPLE

materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, or agents, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

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

21. WAIVER. No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

22. HEADINGS AND CAPTIONS. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

23. AMENDMENTS. This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

24. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

SAMPLE

25. RECORDS. All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law and at minimum for five (5) years. The City reserves the right to examine and/or audit such records. This Section shall survive termination or expiration of this Agreement.

26. BREACH. Failure of Contractor or City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, City has the right to terminate this Agreement in accordance with the provisions of Paragraph 16 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless City disputes satisfactory performance of services.

27. EXHIBITS. Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

28. NO THIRD PARTIES BENEFICIARIES. This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Contractor.

29. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and Local laws, regulations, ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss, including those now in effect and hereafter adopted.

30. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES. It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

31. PUBLIC RECORDS. The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

SAMPLE

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

32. FUNDING. The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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

SAMPLE

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

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

34. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

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

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

37. PUBLIC ENTITY CRIMES. In accordance with the Public Entity Crimes Act (§287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime, may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

38. ANTITRUST VIOLATIONS; DENAIL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State

SAMPLE

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

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

40. HUMAN TRAFFICKING. Contractor shall provide City with an affidavit signed by an officer or representative of Contractor attesting, under penalty of perjury, that Contractor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

41. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the Parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor

Attest: _____
Tameara Crespo, City Clerk

Approved as to form and legality.

By: _____
Olga Sanchez de Fuentes, City Attorney

CONTRACTOR

By: _____
Name:
Title:

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of _____ , 2025 by _____ as _____ for CONTRACTOR, who is ☐ personally known or ☐ produced the following form of identification: _____.

SEAL:

_____
Signature of Notary Public

SAMPLE

SAMPLE

EXHIBIT "B"
PROPOSAL

SAMPLE

EXHIBIT "C"
SCHOOL RESOURCE OFFICER COVERAGE
FOR OSCEOLA COUNTY CHOOL DISTRICTV

Osceola High School, 420 South Thacker Avenue, Kissimmee, FL 34741
Kissimmee Middle School, 2410 Dyer Boulevard, Kissimmee, FL 34741
Denn John Middle School, 2001 Denn John Lane, Kissimmee, FL 34744
Central Avenue Elementary School, 500 West Columbia Avenue, Kissimmee, FL 34741
Thacker Avenue Elementary School, 301 North Thacker Avenue, Kissimmee, FL 34741
Highlands Elementary School, 800 West Donegan Avenue, Kissimmee, FL 34741
Flora Ridge Elementary School, 2900 Dyer Boulevard, Kissimmee, FL 34741
Kissimmee Elementary School, 3700 West Donegan Avenue, Kissimmee, FL 34741
Cypress Elementary School, 2251 Lakeside Drive, Kissimmee, FL 34743
Mill Creek Elementary School, 1700 Mill Slough Road, Kissimmee, FL 34744
New Beginnings Education Center K-12, 2599 West Vine Street, Kissimmee, FL 34741
Knights Point K-8, 4890 Golden Knight Boulevard, Kissimmee, FL 34746

SAMPLE

ITEM 7.D
Authorization to trade old Computer Voice Stress Analysis (CVSA) Computer with new purchase

Request

The Police Department is requesting Commission authorization to trade in 1 CVSA III computer, Asset #19804, in exchange for a credit and to purchase, utilizing that credit, a new CVSA IV computer.

Explanation

KPD seeks to trade Asset #19804, a CVSA III computer to NITV Federal Services, for a $3,000 credit towards the purchase of a new CVSA computer. The Police Department will be purchasing one CVSA IV computer for a total cost of $8,995. This purchase provides the Police Department's CVSA operators with the latest equipment to conduct computer voice stress analysis for pre-employment as well as criminal investigations. KPD will follow all City of Kissimmee policies and procedures with regard to disposal of property prior to entering into this transaction. Funding is available in the department's current fiscal year capital budget.

Recommendation

The Police Department requests the City Commission approve the trade in of Asset #19804 in purchasing new equipment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. NITV Federal Services

NITV FEDERAL SERVICES LLC
11400 Fortune Circle,
West Palm Beach, FL 33414
Phone: 561-798-6280

Estimate

Date	Estimate No.
3/27/2025	9199

Kissimmee Police Department
Attn: Sergeant Patanjo
8 North Stewart Avenue
Kissimmee, FL 34741

Description	Qty	Rate	Total
CVSA Trade-In of older CVSA Dell Model (Service Tag #) to Current Model CVSA® III - Dell Rugged 14 Model Series and Dell 3-year Pro- Support Onsite Hardware Service Warranty with Accident Protection (without trade-in, $11,995) **Additional discounted (one) New Examiner training is available; due at the time of purchase. The Trade -in Offer policy: The agency is responsible for the secure protected shipping of the Trade -in (old CVSA) back to NITVFS, as soon as you receive the new system (CVSA III). Delaying the return may result in reversing the price to its original cost of $11995.00. We bear the cost of shipping your new system the agency bears the cost of shipping the Trade -in to us. Inside the box of the new instrument, you will find our Trade -In form to be used when returning your older instrument to NITV Federal Services	1	8,995.00	8,995.00
		Total	**$8,995.00**

This Estimate is good for 30 days. Please contact NFS to create an invoice. Thank you.

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

IMPORTANT READ CAREFULLY: This End-User License Agreement (EULA) is a **legal agreement between you (either an individual or a single entity) and the NITV Federal Services, LLC (NFS) which installed the Computer Voice Stress Analyzer® (SOFTWARE PRODUCT or SOFTWARE) on a Dell Latitude or other Dell Computer (COMPUTER). The SOFTWARE PRODUCT includes computer software, the associated media, any printed materials, and any online or electronic documentation. Once the EULA is signed by any member of said entity or the CVSA® is used by anyone employed by said entity, it is understood and agreed to be bound by the terms of this EULA.**

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. **The CVSA SOFTWARE PRODUCT is licensed, not sold.**

I. **GRANT OF LICENSE.** This EULA grants you the following rights:

- **Software.** You may use this copy of the SOFTWARE PRODUCT (CVSA Program) only on the COMPUTER described below in this Agreement.

II. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

- **Limitation on Reverse Engineering, De-compilation and Disassembly.** You may not reverse engineer, de-compile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Separation of Components.** The SOFTWARE PRODUCT (CVSA) is licensed as a single product. Its component parts may not be separated for use on any other computer.
- **Single COMPUTER.** The SOFTWARE PRODUCT is licensed with the COMPUTER described below as a single integrated product. This license specifically excludes any use, review, evaluation, research & development (R&D), scientific testing or analysis of the CVSA SOFTWARE PRODUCT by the user or any third parties not specifically authorized by NFS.
- **Rental.** You may not rent, lease, assign, sub-lease, loan, sell, or otherwise transfer any rights to the SOFTWARE PRODUCT or COMPUTER under this agreement.
- **Termination.** Without prejudice to any other rights, NFS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must return the computer in question in order to allow NFS to destroy all copies of the SOFTWARE PRODUCT and all of its component parts. The computer will then be returned minus the CVSA program.

III. **UPGRADES.** If you receive a CVSA SOFTWARE PRODUCT upgrade, you may use that upgrade only in accordance with this EULA and added only to the computer described below.

IV. **COPYRIGHT.** All title and copyrights in and to the CVSA SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, videos, audio, music, algorithms, text and "applets") incorporated into the SOFTWARE PRODUCT, are owned by NFS or its suppliers. You may

not copy the printed materials accompanying the CVSA SOFTWARE PRODUCT. All rights not specifically granted under this EULA are reserved by NFS.

V. **PRODUCT SUPPORT.** Product support for the SOFTWARE PRODUCT is provided by NFS. For product support, or if you have any questions concerning this EULA, please refer to the information provided in the CVSA User's Manual.

VI. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Software clause at DFARS 252.227-7031 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is NFS, 11400 Fortune Circle, West Palm Beach, FL 33414.

VII. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, Licensee and its Employees, agents, and duly authorized users shall be exposed to certain information concerning the business, products, proposed new products, customers and related information concerning NFS or the CVSA which is not known to the public ("Confidential Information"). Licensee agrees not to disclose or otherwise make such Confidential Information available to third parties or to make any use of such Confidential Information without prior written consent of NFS, which consent may be withheld in NFS's sole and arbitrary discretion. Licensee shall be liable for any and all damages, costs, and attorney's fees incurred by reason of a breach of this provision, or any other provision of this Agreement, whether directly by Licensee or any user Licensee employs or otherwise directly or indirectly, has enabled access to the Confidential Information. Licensee shall be responsible for all damages including but not limited to, incidental and consequential damages. This license agreement in no way supersedes any state or local statute, and this section shall not apply to any disclosure required by law.

VIII. **CAVEAT.** NFS sells the Computer Voice Stress Analyzer as an *investigative tool*. The results of any testing should not be used as a final determinant, nor should the results of any test be included in a *probable cause* affidavit. The results of a CVSA examination should not be used to obtain an arrest or search warrant.

IX. **EXPORT CONTROL WARNING: The CVSA is classified as a Restricted Crime Control Technology by the US Department of Commerce and subject to Export Licensing by the US Government. The CVSA should not be removed from the US without an Export Determination by the US Government. Violations are subject to severe fines and possible CRIMINAL PROSECUTION.**

X. **NFS has advised purchaser of the option to secure extended 4-year Dell warranty at an additional cost.**

X→ 3-year on-site Dell Warranty included in purchase price.

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

→ Purchaser agrees to purchase a 3-year on-site Dell warranty. →
Purchaser declines purchase to buy 3-year warranty.

XI. SUMMARY:

- The Licensee understands that the CVSA software is limited to their use for the purposes intended. The CVSA program can never be copied or transferred to any other computer or device. Further, any modification to the hardware on which the CVSA software resides, other than by an authorized Dell or NFS Service Technician, is grounds to invalidate this EULA.

- The Print Utility, as required, may be copied and installed on any other computer for the purposes of reading VSA files or printing.
- The NFS agrees to reload the CVSA program on a Licensee's CVSA in the event of a hardware failure.

The warranty on the COMPUTER and SOFTWARE PRODUCT will be in effect when this document is signed and returned to NFS, and when the CVSA® is shipped to purchaser.

I have read and understand this End-User License Agreement and Limited Warranty for the Computer Voice Stress Analyzer. Authorized Company or Agency Representative for the purchase of the Computer Voice Stress Analyzer as described below:

_____, Title _____
Authorized signature

Printed name of authorized signature _____

Entity purchasing the CVSA _____

_____
(Address)

_____
(City, State, Zip)

_____
(Phone number) (Fax number- required)

_____
(E-mail address required for transfer of warranty)

Signed this _____ day of _____, 20____

(BELOW: FOR OFFICE USE ONLY)

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

(1) Dell Rugged (2) Dell Latitude (3) Other Dell

Model # _____

Number of Computers ____

Service Tag #'s_____

Revised 19 November 2022



CVSA®III Instrument

The CVSA III Instrument is only sold to law enforcement, military and government end users.

The CVSA III Instrument is housed in a custom configured MILSPEC Dell Rugged 14 designed for Law Enforcement and Military applications. With the CVSA III there is no need to customize or pay extra for the most versatile VSA system available on the market today.

The new CVSA III Instrument is the only VSA system in the world featuring a custom Windows Operating System developed specifically for the CVSA to meet the demanding operational and security needs of our clients. The CVSA III's custom Operating System is certified and licensed by Microsoft, and factory installed by Dell.

- Due to its custom Windows OS, Microsoft classifies the CVSA III system as an "instrument," not a commercial notebook computer containing "off-the-shelf" VSA software.

- With the new CVSA Windows OS there is *no concern about CVSA data being inadvertently transferred to the cloud* – unlike other VSA systems that use consumer-grade Windows Operating Systems.

- The new CVSA Windows OS is designed to provide the longest-term and most stable Windows 10 Operating System available. *Microsoft pledges a minimum of 10 years support for this OS*.

The CVSA III incorporates familiar User Interfaces all CVSA Examiners have been trained and certified to use – there is no need for additional training.

The CVSA III system has been *completely modernized and upgraded* by our US Engineering and Software Development Team for ease-of-use, increased system performance, reliability, precision, accuracy and security.

The FACT® scoring system, now the **FACT® *Plus***, has been upgraded using machine learning algorithms to provide the highest-level of scoring precision available from any VSA system in the world.

The new CVSA III features instantaneous voice graphing – eliminating intermittent graph lag that exists in consumer-grade VSA systems.

The new CVSA III features enhanced system stability – meaning virtually no need for technical support.

The new CVSA III features multiple language options for worldwide operations.

The new CVSA III features world class security – including a specialized security key, which is available upon request when extra protection is required. *(Available for a nominal fee.)*

The new CVSA III Instrument contains many other upgrades to ensure ease of operation by all examiners, both new and seasoned.

The CVSA® has been technically and scientifically proven to be the most accurate VSA system in the world. The CVSA III Instrument is the Truth Verification solution for the 21st Century!

Call 561.798.6280 or visit www.cvsa1.com to place your order today.

FEDERAL SERVICES
11400 Fortune Circle West Palm Beach, FL 33414
Tel.: 561-798-6280
FAX: 561-798-1594
Website: www.cvsa1.com

To Whom It May Concern:

The patented Computer Voice Stress Analyzer III (CVSA® III) Instrument detects, measures, and graphically displays specific stress-related components of the human voice which are associated with the psychological stress of the speaker. The CVSA® III specifications will meet or exceed those listed below:

Software Features:
The CVSA® III Instrument, with the patented FACT® *Plus* Scoring System, uses advanced algorithmic and machine learning processes to recognize, evaluate, categorize and quantify voice output graphs. The FACT® *Plus* evaluates CVSA® III charts as "Deception Indicated" or "No Deception Indicated." The CVSA® III is a completely new version of the CVSA, not an "update", with numerous innovative enhancements and user/software upgrades which truly make it the 21st Century Truth Verification Instrument of choice for law enforcement and government agencies. The CVSA® III comes with a NITV Federal Services-supported Limited Lifetime Software Warranty.

Instrument Features:
1. Dell Rugged 14 notebook, Factory Custom Configuration -model 5430
2. Intel Core Processor 11th Gen Intel i5-1135G7, (2.40 GHz,2.41 GHz)
3. 8 GB (7.74 GB usable) DDR4 Memory, 1x8GB,3200 MHz -non-ECC
4. 64-bit Operating System, x64-based processor Intel Integrated HD Graphics 500 -Integrated Intel Iris Xe Graphics
5. 256 GB Hard Drive-M.2 PCIe NVMe Class 35 Solid State Drive
6. Sealed Internal Keyboard
7. Intel Dual Band 8260 (802.11ac)
8. 14-inch HD Display
9. 14" non-touch 400 nits WVA FHD
10. Windows 10 LTSC - CVSA III Custom Configuration, Microsoft Approved/Licensed, 64-bit
11. Height:1.32 in, Width:13.38 in, Depth: 8.66 in
12. Dell Custom Factory Integration (CFI) and all-inclusive Dell Support
13. Dell Hardware Warranty – 3 years*
14. Dell Pro-Support: Next Business Day Onsite Service – 3 years*

15. Dell Pro-Support: Keep Your Hard Drive – 3 years*
16. Dell Pro-Support: Accidental Damage Protection – 3 years*
17. Dell Pro-Support: 7x24 Technical Support – 3 years*
18. USB Microphone System for CVSA
19. CVSA Software and Technical Support – Unlimited

**(The Dell-CVSA All-Inclusive Hardware Warranty, with the coverage listed above, included in purchase price)*

Updated 1/2025

COMPARISON
CVSA®III / POLYGRAPH

Polygraph: All APA Polygraph training courses are required to be a minimum of 10 weeks with an additional 6 months to a year of internship after completing the 10 weeks of training. Students must attend training at specific polygraph training facilities. This comparison is based on a 10-week polygraph training course.

CVSA®III (Computer Voice Stress Analyzer®): No internship requirements. The 5-day CVSA Certified Examiners Course is held at selected Law Enforcement Agencies around the US annually (54). Recertification is every 2 years with a six months grace period if requested. Re-Certification Cost: $695.00 for 3 days of training. Unlimited Lifetime Software & Technical Support included at no charge. Dell three (3) year onsite hardware warranty is included.

For information on what is called ***"One of the most important investigative tools available today"*** call us toll-free **888-266-7263** or e-mail us at **NITVFS@cvsa1.com.**

	CVSA®III	**Polygraph**
Initial cost of system with Warranty	$11,995.00	$6,950.00
	(Includes Dell Notebook & software)	(Software Only)
Tuition: CVSA – Two (2) Students Included with Purchase. Polygraph two (2) Students.	$0	$25,000.00
Length of training.	5 days	10 weeks
Cost of room & board for 2 students factored at $250.00 per day.	$2,500.00	$35,000.00
Approximate salary for 2 students while in training (U.S. average).	$2,306.00	$23,060.00
Average number of exams that can conduct per day.	6	2
Average Combined Error Rate (False Positive, False Negative and Inconclusive)	Less than 0.5%	30-40% based on NAS data

Can unit analyze audio recordings for truth verification?	Yes	No
Do drugs, medical condition, or age affect testing?	No	Yes
Known countermeasures to defeat the system?	No	Yes
Total <u>estimated</u> cost to purchase one (1) unit with training for 2 students.	**<u>$16,801.00</u>**	**<u>$90,010.00</u>**

FEDERAL SERVICES

January 30, 2025

Excellence in Technology, Training and Service@

Sole Source Letter

Dear Customer,

Please be advised NITV Federal Service (NFS) is the Sole Source for the Computer Voice Stress Analyzer Ill (CVSA@ Ill), the CVSA@ Il, the CVSA@ as well as all manufacturer approved certification training programs related to any version of the CVSA@.

NFS is the exclusive manufacturer/distributor of the CVSA@ Ill, CVSA@ Il, and CVSA@, and has no US distributors. Both the CVSA@ Ill and CVSA@ Il incorporate version-unique and specialized processes protected by two US Patents: US Patent Number 7,321,855 "Method for Quantifying Psychological Stress Levels Using Voice Pattern Samples, " and US Patent Number 7,571,101 "Quantifying Psychological Stress Levels Using Voice Patterns. "

NFS is the only Voice Stress Analysis (VSA) manufacturer holding patents for its VSA technologies. The FACT@ scoring system is exclusively offered by NFS and can precisely quantify stress in the human voice to evaluate CVSA@ examination charts as Deceptive or Non-Deceptive with an accuracy rate of 98%. Additionally, the CVSA@ has been approved by the US Federal Court System and is used by well over 4,000 US and International Law Enforcement Agencies, as well as elements of the US Military and US Federal Agencies.
For more information, please visit our website at www.cvsal .com or contact us by calling (561) 7986280

L Humble

LOURDES HUMBLE, MS

Lourdes Humble I Chief Operating Officer
11400 Fortune Circle• West Palm Beach, Florida 33414 • Tel (561) 798-6280 • Fax (561) 798-1594 • Email NITVFS@CVSAl.com

ITEM 7.E
State Housing Initiatives Partnership (SHIP) Roof Replacement Agreement for 1542 Amherst Lane, Kissimmee, FL 34744

Request

Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement, Contract #20240038 with Habitat for Humanity of Greater Orlando and Osceola County and Renata Q. Araujo.

Explanation

The homeowner of the property located at 1542 Amherst Lane, Renata Q. Araujo, applied and qualified to participate in the Roof Replacement Program to fix her home. Habitat for Humanity of Greater Orlando and Osceola County, which is one of the City's partners in this program, did an assessment to perform the roof replacement services and has agreed to do the work for an amount not to exceed $26,212.90. An additional $1,500 will be added to that amount to pay for closing costs. Thus, the amount of the mortgage lien that will be placed on the property is $27,712.90. The mortgage requires an affordability period of 5 years from the date of execution of the mortgage and the note. The project will be constructed with SHIP funds.

If the final cost of the work exceeds $27,712.90, the mortgage will be modified to reflect the higher cost. Per the Local Housing Assistance Plan (LHAP), the maximum amount of assistance is $30,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225108 508282 11225103 503434	SHIP2023 SHIP2023	Decrease Increase	$27,712.90 $27,712.90	$27,712.90

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant funded project.

Recommendation

Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement with Habitat for Humanity of Greater Orlando and Osceola County and Renata Q. Araujo.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) SHIP Roof Agreement 1542 Amherst

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
OWNER OCCUPIED REHABILITATION AGREEMENT
(Roof Repair)

THIS AGREEMENT is made on April 15th,2025 between **Renata Q. Araujo,** at **1542 Amherst Lane, Kissimmee, Florida 34744**, (the "**OWNER**"), and Habitat for Humanity of Greater Orlando a Florida corporation whose address is 4116 Silver Star Road, Orlando, FL 32808 ("**HABITAT**"), and the City of Kissimmee (the "**CITY**"), a Florida municipal corporation whose address is 101 Church Street Kissimmee, Florida 34741.

WITNESSETH:

WHEREAS, CITY adopted the Local Housing Assistance Plan (LHAP) and participates in the State Housing Initiatives Program (SHIP) as well as other federal, state and local funding programs to make affordable housing available to very low-income and low income residents of the **CITY**; and

WHEREAS, CITY can provide grants to qualified homeowners to make particular home repairs; and

WHEREAS, OWNER applied for financial assistance for the substantial rehabilitation of her primary residence through the **CITY**'s SHIP Program (the "Project"); and

WHEREAS, **OWNER** desires to engage **HABITAT** to perform certain work at **1542 Amherst Lane, Kissimmee, Florida 34744** (the "Property"); and

WHEREAS, OWNER desires to utilize all services provided by the **CITY** in connection with said Project; and

NOW THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Employment of Contractors: OWNER hereby engages **HABITAT** to perform the services and supply the materials (sometimes referred to as "work") set forth in this Agreement and the Exhibits described in Section 2 below.

Section 2. Scope of Services: It is understood that except as otherwise specifically stated in this Agreement, **HABITAT** shall provide and pay for all materials, labor, tools, equipment, transportation, superintendents and construction labor of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the term of this Agreement. Further responsibilities associated with the Project are elaborated in the Scope of Work, attached hereto and incorporated herein as Exhibit "A". The Parties to this Agreement acknowledge and hereby agree to comply with the provisions of the following Exhibits attached hereto, all of which are made a part of this Agreement.

HABITAT, **OWNER**, and **CITY** agree to:

1. Scope of Work – Exhibit "A"

OWNER and **CITY** agree to:

2. Mortgage Deed – Exhibit "B"
3. Promissory Note – Exhibit "C"

Section 3. Certification: OWNER hereby certifies that they received, read, and

understands the rehabilitation contract terms, the Scope of Work, the general rehabilitation and construction process, and the services to be offered and performed on the Property.

Section 4. OWNER Responsibilities:

a. **OWNER** shall grant access to the Property during normal business hours to all parties involved in the rehabilitation process, including **HABITAT**, anyone hired by **HABITAT** to perform services, and the **CITY**. **HABITAT** shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process. **OWNER is required to move out of the Property and remove all personal items and pets in or associated with the location site throughout the duration of construction and until HABITAT deems the property safe for occupancy.**
Failure to allow HABITAT access may result in termination of this Agreement and require repayment by the OWNER of all funds advanced to HABITAT on the OWNER's behalf and any additional damages HABITAT seeks from the OWNER and/or the CITY.

b. OWNER shall provide HABITAT the use of power and water as needed to complete the repairs at no cost to **HABITAT** or **CITY**.

c. **OWNER** shall be responsible for moving all personal possessions from the areas where work will be completed at minimum 48 hours prior to work commencing. Work will not commence until all personal property, inhabitants and vehicles have been removed from the Property. Neither **HABITAT** nor the **CITY** shall be responsible for any damage caused to **OWNER's** personal property resulting from **OWNER**'s failure to remove same from the Property. **HABITAT** shall provide **OWNER** with a portable onsite storage container for safekeeping of belongings during construction. **CITY** and **HABITAT** are not responsible for any damage that may occur to **OWNER**'s personal property due to the use of a portable onsite storage container.

d. Before any repair work begins on the Property, **OWNER** shall participate in a walk-through with a representative from the **CITY** and **HABITAT** to determine:

1. Final assessment of work that will be done at the Property;
2. Contractor's work schedule at the Property;
3. Specifications, materials, and methods that will be used to perform the work; and
4. Removal of debris and surplus material from the Property.

e. **OWNER** shall sign, post, and record with the Clerk of the Circuit Court and post a Notice of Commencement as required by Fla. Stat. § 713.13 before any work under this Agreement commences.

f. **OWNER** shall cooperate with **CITY** and **HABITAT** to achieve the goals and objectives set out in this Agreement.

Section 5. CITY Responsibilities:

a. **CITY**'s duties under this Agreement are limited to approving the Scope of Work to be performed, providing final approval of the completed work, and rendering direct payment to **HABITAT** for the agreed upon repairs.

b. **CITY** represents that as of the date of this Agreement it has sufficient SHIP funds available to make payment for the repair work in the actual amount invoiced up to but not to exceed **Twenty-Six Thousand Two Hundred Twelve And 90/100 Cents ($26,212.90)**
and that it will retain said funds to pay for the agreed upon repair to **OWNER's** principal residence.

CITY shall charge **OWNER** an additional **One Thousand Five Hundred Dollars and 00/100 Cents ($1,500.00)** to pay for closing costs. This amount is only an estimate and it may be adjusted in the total mortgage when the work is completed. The amount of encumbered funds for this Project is anticipated to total **Twenty-Seven Thousand Seven Hundred Twelve dollars and 90/100 Cents ($27,712.90)**

c. **CITY** shall not be responsible for any cost overruns in excess of the **Twenty-Six Thousand Two Hundred Twelve And 90/100 Cents ($26,212.90)** stated in subsection (b) above or for any work not expressly approved by **CITY** as set forth in Exhibit "A". **HABITAT will be paid directly by the CITY for the completed work**.

d. **CITY** shall cooperate with **OWNER** to achieve the goals and objectives set forth in Exhibit "A".

e. If work can not be completed by **June 30, 2025** or approximately **60** days from issuance of the first **CITY** permit, City will seek an extension for the use of the funds from the Florida Housing Finance Corporation and, if granted, an amendment to this Agreement will be initiated.

Section 6. HABITAT's Responsibilities:

a. **HABITAT** agrees to protect, defend, and indemnify the **CITY** from any claims for work, labor, or materials with respect to the **HABITAT**'s performance. Final payment shall not be due until **HABITAT** has delivered to **CITY** a complete release of all liens or a conditional release indicating balances owed and indemnifying the **CITY** from any further claims by any person for work completed, arising from, or related to, the **HABITAT** 's performance.

b. Work and Completion Time: **HABITAT** agrees to direct, supervise and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain all applicable licenses, providing for the exclusion applicable to **HABITAT** pursuant to Fla. Stat. § 489.103(18), and co-ordinate other services for the proper rehabilitation of the Property. All work shall be satisfactorily completed after the Notice to Proceed is received. All work shall be completed in a workmanlike manner according to standard practices. The estimated completion date for this project is on or about **June 30, 2025**, or approximately **60** days from issuance of the first **CITY** permit.

c. Time of Commencement: **HABITAT shall not commence any work** until the **CITY** issues the written Notice to Proceed. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.

d. Contractor's Insurance: **HABITAT** shall be responsible for all damages to persons or property that occur on the job site or adjacent thereto as a result of the **HABITAT**'s fault or negligence in connection with this Agreement. **HABITAT** shall, prior to commencing work, furnish evidence to the **CITY** of required comprehensive liability insurance in an amount not less than $1,000,000.00 **CITY** as an additional insured.

e. Subcontracts: All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work on the Project, but this shall not relieve **HABITAT** from any responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and **HABITAT** shall not be released from any responsibility resulting from all sub-contractual agreements between **HABITAT** and a third party for completion of the work. **HABITAT** shall be required to furnish to **OWNER** and **CITY**, in writing, a list of names of all subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

f. **HABITAT** shall conduct, supervise, and direct the work using **HABITAT** 's best skills and attention without interruption or interference.

g. **HABITAT** shall provide **OWNER** and **CITY** with evidence that **HABITAT** has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the

appropriate local building inspectors.

h. **HABITAT** shall not employ any unfit or underage person or anyone not skilled in the task assigned to them.

i. **HABITAT** shall not assign this Agreement without the express written consent of the **OWNER** and **CITY**.

j. **HABITAT** shall be responsible for the acts and omissions of its contractors, agents and employees, and all subcontractors, their agents and employees, and all other persons performing any of the work on the above-described Project under this Agreement or as provided for in any approved change order.

k. **HABITAT** shall keep the premises free from the accumulation of waste materials or rubbish caused by **HABITAT**'s work on a daily basis. All waste materials and debris from the rehabilitation shall be in an area outside, designated by **OWNER** at the pre-construction conference or otherwise in writing and be removed upon completion of the work.

l. **HABITAT** shall permit the appropriate **CITY** employees to examine and inspect the work performed pursuant to this Agreement at any reasonable time and in any reasonable manner.

m. **HABITAT** shall be liable for any inspection or re-inspection fees.

n. **HABITAT** shall obtain the **OWNER**'s approval of all finish material, products and colors as described in Exhibit "A" to be used in this rehabilitation. All colors chosen by the **OWNER** and **HABITAT** shall be of a neutral color.

Section 7. Subcontracting: HABITAT shall not be required to employ any subcontractors against whom it has a reasonable objection. **HABITAT** agrees that it is as fully responsible to **OWNER** for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of itself or of any persons directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the **OWNER** or the **CITY**.

Section 8. Equal Employment Opportunity: During the performance of this Agreement, **HABITAT** agrees as follows: (1) **HABITAT** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender or sexual orientation. **HABITAT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, gender or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. **HABITAT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **CITY** setting forth the provisions of this nondiscrimination clause; (2) **HABITAT** will, in all solicitations or advertisements for employees placed by or on behalf of **HABITAT**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, gender or sexual orientation; (3) In the event of **HABITAT** 's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and **HABITAT** may be declared ineligible for further entering into contracts with the **CITY** in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 9. Time for Performance: All work to be performed by **HABITAT** is estimated to be completed by **June 30th, 2025** or approximately **60** days from issuance of the first **CITY** permit. If **HABITAT** refuses or fails to perform the work, the CITY may, by written notice to **HABITAT**,

terminate its right to proceed with the remainder of work under Exhibit "A" that has not yet been initiated or completed. In such event, **OWNER** may take over the work to complete performance of this Agreement. If **HABITAT**'s right to proceed is terminated, **OWNER** and **HABITAT** shall defer to the terms of **HABITAT** and **OWNER's** Homeowner Repair Agreement.

Section 10. Changes: It is agreed by the Parties hereto that all changes mutually agreed upon shall be in writing and signed by the Parties.

Section 11. Lien on Property: OWNER acknowledges and understands that **CITY** shall place a mortgage lien upon his/her property. The lien amount shall equal the total cost of rehabilitation plus, at the discretion of the **CITY**, the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. In the event of any transfer, devise or change in ownership voluntarily or otherwise within **FIVE (5)** years from the date of executing the mortgage and note, the mortgage shall become due and payable.

Section 12. Mortgage Modification: In the event the final cost of rehabilitation exceeds the mortgage and note, **OWNER** covenants and agrees to execute a Mortgage Modification Agreement for the final principal amount of assistance. Said Mortgage Modification Agreement shall be prepared by the **CITY** and recorded in the Public Records of Osceola County, Florida.

Section 13. Release of Liens: HABITAT shall submit to **OWNER** and **CITY** proof of payment of all potential liens and a release of all liens prior to final payment of the consideration set forth herein.

Section 14. Compensation: OWNER agrees to compensate **HABITAT** the actual amount invoiced up to but not exceeding **Twenty-Six Thousand Two Hundred Twelve And 90/100 Cents ($26,212.90)** for the services and materials provided herein, which sum shall be disbursed by **CITY** on behalf of **OWNER.**

Section 15. Methods of Payment: OWNER agrees to pay **HABITAT** in accordance with one of the following Options:

Option A. - Payment in full after final approval and acceptance of all the work by **CITY** and **OWNER**, for contracts of $5,000 or less.

Option B. - For contracts of more than $5,000, **HABITAT** may receive no more than three (3) partial payments for up to seventy-five percent (75%) of the Agreement amount with ten percent (10%) retention at each draw for completed work in place. No payment shall be made for stored materials. Progress payments shall be made by the **CITY** within 20 working days of receipt of an invoice for completed work acceptable to **OWNER** and **CITY**.

Final payment shall be made upon completion of all work to the satisfaction of **OWNER** and **CITY**, receipt of all required releases of liens from **HABITAT**, subcontractors, laborers and materialmen, evidence of the **CITY**'s Building Department's approval of work covered by permits, and an invoice from **HABITAT**. All invoices shall list and briefly describe items of work completed and show the cost of each item as reflected in the Scope of Work and change orders (if applicable). **HABITAT** shall also furnish **OWNER** with all manufacturers' and suppliers' guarantees and warranties covering materials and equipment furnished under this Agreement.

Section 16. Disputes: CITY shall, within a reasonable time, make decisions on all claims of **OWNER** or **HABITAT** and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement. **CITY**'s decisions on all matters related to this Agreement shall be final.

Section 17. Workmanship: The work provided hereunder by **HABITAT** shall be executed as indicated by the specifications, floor plans and drawings in the most sound and workmanlike manner. All work shall be performed in accordance with applicable local codes. All materials shall be new unless otherwise expressly set forth in this Agreement. Until acceptance of the work by **OWNER, HABITAT** shall be responsible for all work and shall take every necessary precaution against injury or damage to the work. **HABITAT** shall rebuild, repair, restore and make good, at its own expense, all injuries or damages to any portion of the work occasioned by any natural causes before its completion and acceptance. Materials and equipment that have been removed and replaced as part of the work shall belong to **HABITAT** unless specifically retained by **OWNER**.

HABITAT shall be responsible for a general clean-up of the site after completion of the work. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing at the start of construction. Failure to comply fully with this requirement will result in withholding or delaying payment.

Section 18. Inspection of Work: **CITY** shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, **HABITAT** shall give **CITY** timely notice of its readiness for inspection, and if the inspection is to be made by another authority, the **CITY** shall promptly notify the other authority. If any work should be covered without approval or consent of the **CITY**, it must, if required by **CITY**, be uncovered for examination at **HABITAT** 's expense. If such work should be found not in accordance with this Agreement, including incorporated plans and specifications, **HABITAT** shall make the necessary corrections. If **OWNER** deems it inexpedient to require **HABITAT** to correct work harmed or not performed in accordance with this Agreement, an equitable deduction from the Agreement price shall be made. **OWNER** and/or **CITY** may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any previous payment to such extent as may be necessary to protect the **OWNER** from loss on account of defective work not remedied, claims filed, or responsible evidence indicating probable filing of claims, or failure of **HABITAT** to make proper payment to its subcontractors or for materials and labor.

Section 19. Defects After Completion: Neither the final payment nor any provision in this Agreement nor a partial or entire use or occupancy of the premises by **OWNER** shall constitute an acceptance of work not done in accordance with this Agreement or relieve **HABITAT** of liability in respect to any express warranties or responsibility for faulty materials or workmanship provided that the term of performance of this Agreement is not extended. **HABITAT** shall remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period of time is specified.

Section 20. Non-liability of the CITY: The rights of all contractors, subcontractors, sub-subcontractors, laborers, suppliers, and materialmen performing any work in connection with this Agreement, or furnishing any services, labor or materials thereto or to the Property, shall be subordinate and inferior to any rehabilitation lien(s) of the **CITY**. **CITY** shall not be liable to any materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the property or employed in the construction of any improvements thereon, or for any debts or claims accruing to any of said parties against **OWNER** or against the property; and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between **CITY** and any materialmen, contractors, subcontractors, sub-subcontractors, laborers, materialmen or any other persons supplying any work, labor or material. **OWNER** is not, and shall not be, the agent of the **CITY** for any purpose; nor shall **CITY** be the agent of the **OWNER** for any purpose, except, as to both, as may be specifically set forth herein. It is understood and agreed that no party shall be a third party beneficiary hereunder, except and unless it is specifically provided herein that any portion shall operate or inure to the use and benefit of a party, i.e., no subcontractor, sub-subcontractor or materialmen, laborer or supplier shall have any rights hereunder against **CITY**, or be entitled to the protection of any of the covenants

herein contained, although such parties hereto shall be construed to create a partnership or joint venture between **OWNER** and **CITY** with respect to the funding provided by the **CITY**.

OWNER will not convey, encumber or impose a security interest on the property in any way without the consent of **CITY** (except for any lien in favor of the **CITY** and all advances made and to be made hereunder), except for those permissible conveyances made with the consent of the **CITY**, nor shall the **OWNER** assign any rights under this Agreement or any advance or portion of any advance to be made hereunder without **CITY**'s prior written consent.

The authority herein conferred upon **CITY** and any action taken by **CITY** or **CITY** 's agents or employees in making inspection of the premises, procuring sworn statements and waivers of liens, approving contracts and subcontracts and approving plans and specifications, will be taken by **CITY** and its agents or employees for its own protection only, and neither **CITY** nor its agents or employees shall be deemed to have assumed any responsibility to **OWNER** or any contractor or any other person or entity with respect to any such action herein authorized or taken by them or with respect to the proper construction and equipping of the Project, performance of this Agreement by **OWNER** or prevention of claims for mechanics or materialmen's liens.

To the fullest extent permitted by law, **OWNER** hereby agrees to protect, indemnify, defend and hold harmless **CITY** and its agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by the **CITY**, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim, or damage is caused solely by any act, omission or willful negligence of the **CITY**, its agents and employees.

Section 21. PUBLIC RECORDS. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statues) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF HABITAT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, TAMEARA CRESPO.**

Section 22. Notice: Notices to be given by **OWNER** or **CITY** to **HABITAT** shall be considered given for the purpose of this Agreement if mailed by regular mail to **HABITAT.**

Section 23. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

A. GOVERNING LAWS AND REGULATIONS. The following laws and regulations apply to this Project:

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA).
- 24CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures (HUD).
- Lead Based Paint Poisoning and Prevention Act (42 U.S.C. 4822).
- Title X Lead-Based Paint Hazard Reduction Act of 1992.

B. APPLICABILITY - Renovations in pre-1978 housing must be compliant with the laws and regulations described in this Section.

C. LEAD BASED PAINT PROHIBITED - Neither **HABITAT** nor its subcontractors shall use or permit the use of lead-based paint in any home.

D. PROCEDURES - Notification, evaluation, reduction and on-going maintenance procedures shall be in accordance with the regulations. **HABITAT** is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level *above* 1.0 percent.

E. TREATMENT - All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint.

F. DEFINITIONS

(i) "Applicable surface." All intact and non-intact interior and exterior painted surfaces of a residential structure.

(ii) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm^2.

Section 2. Attorney's Fees and Costs: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including fees and costs on any appeals and in any bankruptcy actions.

ESTIMATED COMPLETION DATE: **June 30th, 2025**

THIS AGREEMENT AND ALL EXHIBITS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF KISSIMMEE, FLORIDA

BY: _____

CONTRACTOR:

HABITAT FOR HUMANITY OF GREATER ORLANDO AND OSCEOLA, INC., a Florida corporation

BY: C. McManus

The foregoing instrument was acknowledged before me this 14th day of April, 2025, by means of ☑ physical presence or ☐ online notarization, Catherine McManus as President & CEO for Habitat for Humanity of Greater Orlando and Osceola, Inc., who is personally known to me or has produced identification.

Notary Seal:

DONNA KAY WITTMANN
Notary Public - State of Florida
Commission # HH 646125
My Comm. Expires Apr 8, 2029
Bonded through National Notary Assn.

Notary: Donna Kay Wittmann

Print Name: Donna Kay Wittmann

My Commission Expires: 4-8-29

OWNERS:

BY: _____

BY: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 15th day of April, 2025, by means of ☑ physical presence or ☐ online notarization, by _____ as _____ for ~~**Araujo Renata Q.**~~ who is personally known to me or has produced identification. Renata Q Araujo - RJ.

Notary Seal:

BERNARD S. EDWARDS
Commission # HH 507760
Expires July 24, 2028

Notary: _____

Print Name: _____

My Commission Expires: _____

Mortgage Deed

PREPARED BY AND RETURN TO:
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

MORTGAGE DEED FOR SHIP
REHABILITATION ASSISTANCE PROGRAM
City of Kissimmee, Florida

THIS MORTGAGE DEED, is made and entered into this ___ day of _____, 2025, by **Renata Q. Araujo** single woman hereinafter "MORTGAGOR", whose current mailing address is **1542 Amherst Lane, Kissimmee, Florida 34744** in favor of **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter "MORTGAGEE", whose address is 101 Church St. Kissimmee, Florida 34741.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of **Twenty-Seven Thousand Seven Hundred Twelve dollars and 90/100 Cents ($27,712.90)** through the issuance of that certain SHIP Program Mortgage Promissory Note in said amount and of even date herewith, attached hereto as Exhibit A (the "Note"), MORTGAGOR hereby grants, bargains, sells, promises, conveys and confirms unto MORTGAGEE all of MORTGAGOR's interest in that certain parcel of real property, together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property located at **1542 Amherst Lane, Kissimmee, Florida 34744**, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

Legal Description: Lot 114, OAK HOLLOW PHASE 4, according to the plat thereof, as recorded in Plat Book 5, Page(s) 90 and 91, of the Public Records of Osceola County, Florida.

Parcel Identification: 11-25-29-1825-0001-1140

2. TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, appurtenances thereto belonging and the rents, issues and profits thereof, unto MORTGAGEE, in fee simple.

3. MORTGAGOR COVENANT that MORTGAGOR is lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The MORTGAGOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except for a valid first and second mortgage previously approved by MORTGAGEE.

AND MORTGAGOR covenants with MORTGAGEE that MORTGAGOR is indefeasibly seized of said Property in fee simple; that MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that MORTGAGOR will make such further assurances to perfect fee simple title to said land in MORTGAGEE as may reasonably be required; that MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Osceola County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGOR's granting of this Mortgage.

4. MORTGAGOR further covenants to use the improved Property as their occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced, which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE, for at least **FIVE (5)** years from the date hereof except as otherwise provided in the Note, and applicable statutes and regulations.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under the Note secured hereby, provided; however, no payments shall be due so long as the Property remains occupied by MORTGAGOR as her personal residence and the Property is not refinanced leased, subleased, rented, transferred or conveyed to any other persons during the Affordability Period.

6. If MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled on the **FIVE (5)** years anniversary of this Mortgage.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGOR covenants and agree to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to MORTGAGEE per the written authorization of MORTGAGEE. Said insurance policy or policies shall be held by and payable to MORTGAGEE and in the event any sum of money from such insurance policy or policies become payable, MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGOR to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. MORTGAGOR shall not execute an assumption or in any way transfer, assign or convey their obligations under this Mortgage and the Note secured hereunder without the proper written consent of

MORTGAGEE.

12. Failure by MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. If each and every agreement, stipulation, condition and covenant of either this Mortgage or the Note are not fully performed, complied with and abided by, then the outstanding, unforgiven principal balance of the Note shall forthwith or thereafter, at the option of MORTGAGEE, become due and payable. If MORTGAGOR fails to pay the sums then due, MORTGAGEE may seek all remedies allowed by law and equity to collect the full amount of the Mortgage Note, including but not limited to initiating foreclosure proceedings, obtaining a deficiency judgment against MORTGAGOR, and sale of the property.

14. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. MORTGAGEE requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at MORTGAGEES' address set forth on page one of this instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the MORTGAGOR provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the MORTGAGOR at the Property Address, and (b) any notice to the

MORTGAGEE shall be given by certified or registered mail, postage prepaid, sent to the **CITY** of Kissimmee; **ATTN: CITY Attorney's Office**; 101 Church Street; Kissimmee, Florida 34741-5054, or to such other address as may hereafter be designated by written notice from the MORTGAGEE to the MORTGAGOR.

15. In the event a senior mortgagee or other senior lienholder, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any lien, security interest or other provision in this instrument or the Note shall no longer be of any force or effect and such persons shall take title free and clear of all such liens.

16. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all Parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage, if more than one exists.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Witnesses:

Signature

Print Name

101 Church St.
Address

Signature

Print name

Mortgagor:

Renata Q. Araujo

101 Church St.
Address

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 15th day of April, 2025, by means of ☑ physical presence or ☐ online notarization, by _____ as _____ for **Renata Q. Araujo** who is personally known to me or has produced identification.

Notary Seal:

BERNARD S. EDWARDS
Commission # HH 507760
Expires July 24, 2028

Notary: _____

Print Name: _____

My Commission Expires: _____

(End of Mortgage - Deferred Payment Promissory Note Attached as Exhibit "C")

PREPARED BY AND RETURN TO:
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

DEFERRED PAYMENT PROMISSORY NOTE FOR SHIP REHABILITATION ASSISTANCE PROGRAM CITY OF KISSIMMEE, FL

PRINCIPAL AMOUNT:	**Twenty-Seven Thousand Seven Hundred Twelve dollars and 90/100 Cents ($27,712.90)**
DATED DATE:	_____
MATURITY DATE:	_____
MAKERS:	**Renata Q. Araujo** **1542 Amherst Lane** **Kissimmee, FL 34744**
HOLDER:	**City of Kissimmee, Florida** 101 Church St. Kissimmee, Florida 34741

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of HOLDER the sum of **Twenty-Seven Thousand Seven Hundred Twelve dollars and 90/100 Cents ($27,712.90)** on _____2025, in lawful money of the United States, at 101 Church Street, Kissimmee, Florida 34741, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the address of which is **1542 Amherst Lane, Kissimmee, Florida 34744**, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

Lot 114, OAK HOLLOW PHASE 4, according to the plat thereof, as recorded in Plat Book 5, Page(s) 90 and 91, of the Public Records of Osceola County, Florida.

Parcel Identification: 11-25-29-1825-0001-1140

3. If MAKER fully performs, complies with and abides by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, for a period of **FIVE (5) YEARS**, then this Note and the Mortgage security interest with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled according to the terms and conditions contained herein.

4. If MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage or shall be in default for any of the reasons set forth below or in default of any covenant of the Mortgage Deed, then all outstanding sums due under this Note. Payment in full shall be made within TEN (10) days of the declaration of default.

5. The balance on the loan will be pro-rated with a deduction of 20% per year;

6. MAKER shall use the proceeds of this Note only for the purpose of rehabilitation of the Property in the manner as represented to HOLDER.

7. An event of default shall also include the following:

(a) Failure of MAKER to use the Note proceeds for rehabilitation of the Property.

(b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed or transferred or MAKER otherwise ceases to occupy the Property as their residence prior to the maturity date or the expiration of the **FIVE (5) YEAR** Affordability Period, as defined in the Mortgage Deed.

(c) Leasing or renting any part of the property within **FIVE (5) YEARS** of the date of execution of this Note and the Mortgage securing it.

(d) Refinancing the property without prior consent from the **CITY**.

(e) The destruction or abandonment of the improvements on the subject Property by MAKER or her successors.

(f) Failure to pay applicable property taxes on the Property and improvements.

(g) Failure to maintain adequate hazard insurance on the Property and improvements.

(h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(i) Failure to comply with the terms of the any other mortgage on the Property.

8. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by MAKER.

9. MAKER waives presentment, demand, protest and notice of maturity, non-payment and all other requirements necessary to hold it liable as a MAKER and endorser.

10. MAKER agrees to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not. The parties agree to waive any right to trial by jury arising under this NOTE and further agree that the law to be applied in interpretation shall be the law of the State of Florida.

Any action shall be heard in the appropriate court of Osceola County.

11. Upon default in payment of the principal when due or any other default under the terms of the Mortgage Deed and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

[The balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, MAKER has signed and sealed this document on the day and year first written above.

Witnesses:

Signature

Print Name

101 Church St. Kissimmee 34741.

Address

Signature

Print Name

101 Church st Kissimmee 34741

Address

Maker:

Renata Q. Araujo

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 15th day of April, 2025, by means of ☑ physical presence or ☐ online notarization, by _____ as _____ for **Renata Q. Araujo** who is personally known to me or has produced identification.

Notary Seal:

BERNARD S. EDWARDS
Commission # HH 507760
Expires July 24, 2028

Notary: _____

Print Name: _____

My Commission Expires: _____

(End of Deferred Payment Promissory Note)

EXHIBIT D
REQUEST FOR PAYMENT

CONTRACTOR PAYMENT REQUEST # _____

Property Address: _____

Contractor: _____
Address: _____ City: _____

Agreement Amount: **$**_____ This Payment: **$**_____

Payment: ☐ Partial ☐ Final

Contractor:
I hereby request an inspection to receive payment in the amount above. I certify that I have satisfactorily completed the necessary work to justify this request and all bills incurred for labor used and material furnished in making said repairs and improvements have been paid in full to this date. See attached cost breakdown.

_____ _____
Contractor's Signature Date

Property Owner:
I/We hereby agree that the work stated by the Contractor has been completed and approve payment to the Contractor in accordance with the Contract and contingent upon inspection and concurrence by the Construction Advisor. It is understood that the actual amount disbursed will be based on the findings of that inspection.

_____ _____
Owner's Signature Date

City of Kissimmee:
I hereby certify that all work is completed as indicated on the Contractor's payment request and hereby approve the payment to the Contractor in the amount of **$**_____

_____ _____
Frances De Jesus Date
Housing and Community Development Manager
(407) 518-2156
frances.dejesus@kissimmee.gov

EXHIBIT E
CHANGE ORDER #_____

OWNER NAME	
PROPERTY ADDRESS	
CONTRACTOR NAME	

The Contract for Rehabilitation Work entered into on _____, 2025 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by $_____for a new total of $_____.

The work completion deadline isJune 30th 2025. The deadline is: ☐ extended to _☐ not extended

_____ _____
Contractor Signature Date Owner Signature Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

_____
Frances De Jesús Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

_____
Frances De Jesús Date
Housing & Community Development Manager

CITY OF KISSIMMEE

Development Services Department • Housing & Community Development
101 Church Street • Kissimmee, Florida 34741-5054
Phone: 407-518-2140 • Fax: 407-518-2497

April 15, 2025

Lucie Ghioto
Habitat for Humanity of Greater Orlando
4116 Silver Star Road
Orlando. FL 32808

Re: 1542 Amherst Lane, Kissimmee, FL. 34744

Dear Lucie Ghioto:

Per Florida Statute and adopted by the Commission, the City must expedite approvals of Development Orders or Permits, as defined in 163.3164 (7) and (8), for affordable housing projects to a greater degree than other projects. HCD staff has determined that the project at **1542 Amherst Lane, Kissimmee, FL. 34741** meets the requirements of an affordable housing project. Therefore, it is eligible for expedited permitting.

Please have the contractor submit this letter with the applicable application for a Building Permit or Development Permit.
This Affordable Housing Certification will expire on April 14, 2025.

If you have any questions, please do not hesitate to contact Eugenio Morales, Housing and Community Development Specialist, at (407) 518-2162 or by e-mail at Eugenio.morales@kissimmee.gov

Sincerely,

Frances De Jesus

Frances De Jesus
City of Kissimmee
Housing & Community Development Manager
101 Church St
Suite 200A
Kissimmee Fl 34741

NOTICE OF COMMENCEMENT
FS 713.13

THIS DOCUMENT MUST BE COMPLETED WHEN CONSTRUCTION VALUE EXCEEDS $2,500.00.

This instrument prepared by:

PERMIT #:_____ **TAX PARCEL #:** 11-25-29-1825-0001-1140

STATE OF FLORIDA COUNTY OF OSCEOLA

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Legal description of property:
(and street address if available)

2. General description of improvement(s): Roof Replacement

3. Owner: Name: Renata Araujo
Address: 1542 Amherst Ln., Kissimmee, Fl 34741
Phone: Fax:

a. Interest in property: Owners
b. Name and address of fee simple titleholder (if other than owner) Phone:

4. Contractor: Name:
Address:

Phone: Fax:

5. Surety: Name and Address: N/A

Phone: Fax:

Bond amount:

6. Lender: Name and Address: N/A

Phone: Fax:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by section 713.13(1)(a)7, Florida Statutes:
(Name, address, phone number, and fax number).

8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes: (Name, address, phone number, and fax number).

9. Expiration date of Notice of Commencement (the expiration date is one (1) year from the date of recording unless a different date is specified).

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification pursuant to Section 92.525, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

_____ _____

(Signature of Owner) [Note: per Section 713.13(1)g, Florida Statutes "Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager **(PRINT OWNER'S NAME)**

State of Florida County of Osceola
The foregoing instrument was acknowledged before me this_____day of_____, by_____
Who _____is personally known to me or_____has produced_____as identification, and_____
did take an oath___did not take an oath.

_____ _____

Print name: Notary signature:
(seal)

NOTICE OF RIGHT TO CANCEL

LENDER: City of Kissimmee
101 Church Street
Kissimmee, FL 34741

DATE: _____

BORROWER/OWNER: Renata Araujo
ADDRESS: 1542 Amherst L
CITY/STATE/ZIP: Kissimmee, FL 34741
PROPERTY ADDRESS: 1542 Amherst Ln, Kissimmee, Florida 34741

You are entering in to a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

(1) The date of the transaction, which is May 1, 2025.
or (2) The date you received your Truth in Lending disclosure; or
(3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, to

City of Kissimmee – Development Services
101 Church Street, Suite 200A
Kissimmee, FL 34741

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT OF May 4, 2025 (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

_____ _____
SIGNATURE DATE

The undersigned each acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL and one copy of the Federal Truth Lending Disclosure Statement Each borrower/owner in this transaction has the right to cancel. The exercise of this by one borrower/owner shall be effective to all borrowers/owners.

X _____ 4-15-25
BORROWER/OWNER DATE

ITEM 7.F
State Housing Initiatives Partnership Funding for Fiscal Year 2024-2025

Request

Acceptance of the State Housing Initiatives Partnership (SHIP) Program annual funding in the amount of $628,202 (Grant# SHIP24).

Explanation

The City of Kissimmee was allocated to receive $628,202 from the Florida Housing Finance Corporation to fund the State Housing Initiatives Partnership Program. These funds fall under the Local Housing Assistance Plan (LHAP) that covers fiscal years 2022-2024. The expenditure deadline for these funds is June 30, 2026.

Recommendation

Approval to accept the State Housing Initiatives Partnership (SHIP) Program funding in the amount of $628,202.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. Annual Distribution_24

SHIP 2024-2025 $ 174,000,000

SHIP allocation based on GAA HB 5001 ER, includes Catalyst proviso and DR holdback

Local Government	County Total	County Share/ City Share
ALACHUA	2,224,724	1,102,128
Gainesville		1,122,596
BAKER	350,000	350,000
BAY	1,427,473	1,141,836
Panama City		285,637
BRADFORD	350,000	350,000
BREVARD	4,863,068	2,648,427
Cocoa		157,077
Melbourne		665,268
Palm Bay		1,012,977
Titusville		379,319
BROWARD	14,957,415	2,656,437
Coconut Creek		438,252
Coral Springs		1,023,087
Davie		810,692
Deerfield Beach		664,109
Fort Lauderdale		1,432,920
Hollywood		1,174,157
Lauderhill		565,390
Margate		445,731
Miramar		1,050,011
Pembroke Pines		1,298,304
Plantation		722,443
Pompano Beach		861,547
Sunrise		743,384
Tamarac		553,424
Weston		517,527
CALHOUN	350,000	350,000
CHARLOTTE	1,553,083	1,397,775
Punta Gorda		155,308
CITRUS	1,243,861	1,243,861
CLAY	1,760,891	1,760,891
COLLIER	3,026,866	2,880,668
Naples		146,198
COLUMBIA	557,721	557,721
DE SOTO	350,000	350,000
DIXIE	350,000	350,000
DUVAL	7,955,636	7,955,636
ESCAMBIA	2,524,337	2,107,317
Pensacola		417,020
FLAGLER	1,002,249	222,399
Palm Coast		779,850
FRANKLIN	350,000	350,000
GADSDEN	354,804	354,804
GILCHRIST	350,000	350,000
GLADES	350,000	350,000
GULF	350,000	350,000
HAMILTON	350,000	350,000
HARDEE	350,000	350,000
HENDRY	350,000	350,000
HERNANDO	1,553,083	1,553,083
HIGHLANDS	794,441	794,441
HILLSBOROUGH	11,671,540	8,594,922
Tampa		3,076,618
HOLMES	350,000	350,000
INDIAN RIVER	1,272,862	1,272,862
JACKSON	383,718	383,718
JEFFERSON	350,000	350,000
LAFAYETTE	350,000	350,000
LAKE	3,147,672	3,147,672
LEE	6,071,129	3,713,709
Cape Coral		1,616,742
Fort Myers		740,678
LEON	2,292,421	759,021
Tallahassee		1,533,400
LEVY	359,609	359,609
LIBERTY	350,000	350,000
MADISON	350,000	350,000
MANATEE	3,336,175	2,901,805
Bradenton		434,370
MARION	3,055,867	2,553,788
Ocala		502,079
MARTIN	1,243,861	1,243,861
MIAMI-DADE	13,401,115	8,793,812
Hialeah		1,108,272
Miami		2,247,367
Miami Beach		403,374
Miami Gardens		557,486
North Miami		290,804
MONROE	644,635	644,635
NASSAU	775,137	775,137
OKALOOSA	1,669,085	1,295,711
Crestview		212,641
Fort Walton Beach		160,733
OKEECHOBEE	350,000	350,000
ORANGE	11,323,622	8,843,749
Orlando		2,479,873
OSCEOLA	3,336,175	2,236,905
Kissimmee		628,202
St. Cloud		471,068
PALM BEACH	11,618,430	8,329,252
Boca Raton		762,169
Boynton Beach		622,748
Delray Beach		510,049
Wellington		468,223
West Palm Beach		925,989
PASCO	4,631,151	4,631,151
PINELLAS	7,395,106	3,835,842
Clearwater		902,203
Largo		640,416
St. Petersburg		2,016,645
POLK	6,042,129	4,695,942
Lakeland		923,842
Winter Haven		422,345
PUTNAM	586,721	586,721
ST. JOHNS	2,389,031	2,389,031
ST. LUCIE	2,809,450	605,718
Fort Pierce		377,309
Port St. Lucie		1,826,423
SANTA ROSA	1,548,279	1,548,279
SARASOTA	3,524,591	3,091,771
Sarasota		432,820
SEMINOLE	3,688,898	3,688,898
SUMTER	1,185,860	1,185,860
SUWANNEE	359,609	359,609
TAYLOR	350,000	350,000
UNION	350,000	350,000
VOLUSIA	4,433,040	3,078,746
Daytona Beach		614,863
Deltona		739,431
WAKULLA	350,000	350,000
WALTON	639,830	639,830
WASHINGTON	350,000	350,000
TOTAL	168,336,400	168,336,400
DR Holdback		5,000,000
Catalyst Program		663,600
Total appropriation		**174,000,000**

ITEM 7.G

Amendment to the Development Services Building Division Budget for a Building Inspector Position

Request

Approval to amend the Building Division budget by eliminating a part-time Building Inspector 3 position and adding a full-time Building Inspector 1 position.

Explanation

The Development Services Department's Building Division recently lost a part-time Building Inspector 3 due to retirement. The Division would like to return this position to its previous status as a full-time Building Inspector 1 position. This will provide additional staffing for inspections and improve customer service, while helping maintain the City's goal of ensuring a one-business-day turnaround on inspections.

This amendment will have no impact on the City's General Fund since the Building Division is entirely self-funded via user fees.

Recommendation

Approval of the budget amendment to add one full-time Building Inspector 1 and eliminate one part-time Building Inspector 3.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
None

ITEM 7.H

Permanent Right-Of-Way Easement Agreement between Tabeer Shaikh and the City of Kissimmee

Request

Approval of an agreement to establish a Permanent Right-of-Way Easement between Tabeer Shaikh and the City of Kissimmee to accommodate streetscape zone requirements on King Street and Randolph Avenue.

Explanation

Due to the lack of right-of-way to accommodate adequate streetscape zones along streets within the Form Based Code (FBC) area of the City, some projects are required to dedicate an easement on private property to the city to accommodate such zones. Streetscape zones include a sidewalk and a furnishing zone. This right-of-way easement includes 6 feet on King Street and 6 feet on Randolph Avenue.

Recommendation

Staff recommends approval of a permanent right-of-way easement between Tabeer Shaikh and the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. (S) Permanent Right of Way Easement

This instrument prepared
by and return to:

City Attorney's Office
101 Church Street
Kissimmee, FL 34741
407-518-2310

Property Appraiser's Parcel ID Number:

PERMANENT RIGHT OF WAY EASEMENT

THIS PERMANENT RIGHT OF WAY EASEMENT ("Easement Agreement") is made and executed this 19th day of February 2025, by and between Tabeer Shaikh whose address is 316 N Randolph Ave Kissimmee FL 34741 (hereinafter "GRANTOR") and the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, FL 34741, (hereinafter "GRANTEE").

"WITNESSETH"

WHEREAS, Grantor is the fee owner of certain real property located in Osceola County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a permanent right of way easement in connection with the Grantee's redevelopment of the Downtown CRA Overlay District over a portion of the Property more particularly shown and described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor agrees to grant this Permanent Right of Way Easement to Grantee upon and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITATIONS. The above recitations are true and correct.

2. GRANT AND USE OF EASEMENT. Grantor hereby grants and conveys to Grantee (its successors and assigns) a permanent right of way easement in perpetuity. This easement is subject to the terms and conditions set forth herein and in other recorded easements, restrictions, conditions, and limitations affecting the Easement Area and the Property. The easement shall be used by the Grantee (and its successors, assigns, licensees or designees) for the construction, maintenance and repair, landscaping, surface water drainage, current utilities, ingress and egress and all

other uses traditionally associated with public road rights of way, including for the use of the traveling public across the Easement Area, at the Grantee's sole discretion.

3. CONDITION OF EASEMENT AREA. Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitation applicable thereto.

4. INDEMNIFICATION. In addition to any other indemnification provided herein, Grantee, shall indemnify, defend, protect and hold Grantor and its officers, directors, shareholders, employees, agents and lenders, (collectively the "Indemnities"), harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) sustained by or asserted against the Indemnities from the activities, operations, or use of the Easement Area by Grantee or arising from, out of or in any manner connected with the acts or omissions of the Grantee in exercising the rights and obligations granted and set forth herein.

a. To the extent provided by F.S. 768.28, Grantee hereby agrees to indemnify, defend, and hold harmless the Indemnities from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnities for injuries to persons (including, without limitation, loss of life) or for damage, destruction of property, which is caused directly in whole or in part by:

(i) The activity, work or act committed, omitted, permitted or suffered by Grantee, its successors, assigns, grantees, invitees, and any of their officers, directors, employees, representatives and agents, or caused, in whole or in part, on or about the Easement area;

(ii) the negligence of Grantee, its successors, assigns, grantees, invitees, agents, employees, representatives or contractors;

(iii) Grantee's failure to perform any obligations imposed hereunder;

(iv) Grantee's use, maintenance, or repair of the Easement Area; or

(vi) Grantee's failure to abide by any applicable Laws as exist at present and those which may be enacted subsequent to the date of this Easement Agreement, and whether or not such injuries, damage, destruction or theft are sustained by Grantee or Grantor, or by other persons or entities on the Easement Area

b. Nothing contained herein shall be construed as a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

5. BINDING OBLIGATIONS. Grantee and Grantor covenant and agree

that the terms and provisions of this Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and permitted assigns.

6. CONSTRUCTION OF AGREEMENT. This Easement Agreement has been fully reviewed and approved by the parties hereto, and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

7. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement between the parties hereto concerning the Easement and supersedes any prior or written or oral agreements between the parties concerning the subject matter. There are no representations, agreements, or arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. NOTICES. All notices, demands, requests and other communications required or to be given pursuant to this Easement Agreement shall be in writing, given by the parties hereto and shall be sent by registered mail, return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service of said notice accepted same). All notices shall be addressed as set forth below:

If to Grantor: Tabeer Shaikh
316 N. Randolph Ave
Kissimmee Fl 34741

If to Grantee: City Manager
City of Kissimmee
101 Church St.
Kissimmee, FL
34741

Or to such other address or to the attention of such other person as hereinafter shall be designated in writing and sent in accordance with the foregoing provisions.

9. NO IMPLIED WAIVER. The failure of any party to insist upon strict performance of any of the terms and provisions of this Easement Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of any such party's rights. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

10. SEVERABILITY. Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

11. AMENDMENTS. This Agreement may be changed, modified, amended or rescinded only by an instrument in writing duly executed and acknowledged by all parties hereto, or their successors or assigns.

12. GOVERNING LAW. This Easement Agreement shall be governed by and, construed in accordance with the Laws of the State of Florida. Any legal action instituted or arising out of this Easement Agreement shall be brought in the Courts of Osceola County, Florida. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

13. ATTORNEY'S FEES AND WAIVER OF JURY TRIAL. The parties hereto agree to waive trial by jury in any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement. Each party further agrees that in any action, proceeding or claim which may be brought from any matter arising out of this Easement Agreement there shall be no entitlement to attorney's fees or court costs from the opposing party.

14. COUNTERPARTS. This Easement Agreement may be executed in any number of counterparts with the same effect as if all parties hereto have signed the same agreement. All such counterparts shall be deemed to be an original and all of which shall together constitute one and the same instrument.

{Signature pages follow}

IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Easement Agreement as of the day and year first written above.

GRANTOR:

Signature
Name: Taber Stahl
Title: Owner

COUNTY OF Osceola

STATE OF Florida

BE IT REMEMBERED that on this 19 day of February 2025 before me, a Notary Public in and for the said county and state, personally appeared _____ and has produced (type of identification) FL DL as identification and who acknowledged that she/he did sign the foregoing instrument and that the same is her/his free and voluntary act and deed.

IN TESTIMONY WHERE OF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
AYADIRI PEREZ
Commission # HH 262931
Expires May 10, 2026

GRANTEE:

By: _____
Mayor - Commissioner

ATTEST:

_____

City Clerk

Approved as to form and legal sufficiency:

_____

City Attorney

EXHIBIT "A" Legal Description of Easement

MAP OF SURVEY

LEGAL DESCRIPTION:

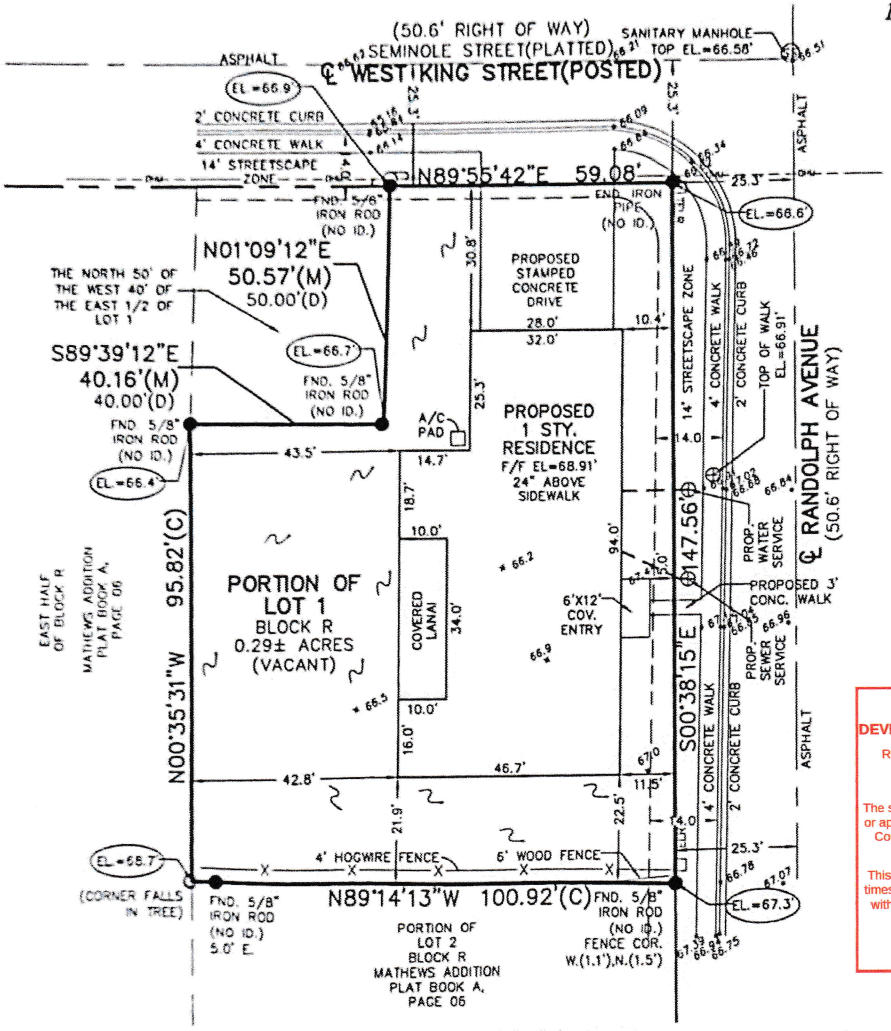
THE EAST ONE HALF (E 1/2) OF LOT 1, LESS THE NORTH 50 FEET OF THE WEST 40 FEET, BLOCK R, HENRY A. MATHEWS ADDITION TO THE TOWN OF KISSIMMEE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 6, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

N

W E

S

1"=30'



PROPERTY ADDRESS:

316 N. RANDOLPH AVENUE,
KISSIMMEE, FL 34741

CERTIFIED TO:

TABEER SHAIKH

SURVEYOR'S NOTES:

1. ADJOINERS SHOWN HAVE NOT BEEN SURVEYED.
2. LOT DIMENSIONS AND BEARINGS ARE PLAT/DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED.
3. BEARINGS ARE BASED UPON LINE AS SHOWN (SPC-EAST ZONE, NAD 83-2007)
4. LEGAL DESCRIPTION AS PROVIDED BY CLIENT.
5. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHT OF WAYS ARE LOCATED AND SHOWN HEREON. THE SURVEYOR HAS NOT LOCATED ANY UNDERGROUND UTILITIES OR FOUNDATIONS WHICH MAY ENCROACH.
6. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE SURFACE EVIDENCE.
7. ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12097C0066G, DATED 06/18/2013 THE LAND AND IMPROVEMENTS SHOWN HEREON ARE IN FLOOD ZONE "X".
8. ANY ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THE ACCURACY OF THIS SURVEY MAP MEETS THE MINIMUM REQUIREMENTS FOR A CLOSED GEOMETRIC FIGURE SET FORTH IN THE STANDARDS OF PRACTICE (5J-17.051).
10. ELEVATIONS ARE BASED UPON NAVD '88 PER L-NET.
11. NEW CONSTRUCTION TO BE DONE SO AS NOT TO IMPOSE ANY ADDITIONAL RUNOFF ONTO OR IMPEDE RUNOFF FROM ADJACENT PROPERTIES.

CERTIFICATE OF AUTHORIZATION L.B. 966

CITY OF KISSIMMEE
DEVELOPMENT SERVICES DEPARTMENT

Reviewed for Code Compliance on behalf of

Juan F. Hernandez, Building Official.

The stamping of this plan shall not be held to permit or approve the violation of any City or State codes. Compliance with FBC Sections 105.1; 105.12 & 109.4 is required.
This set of plans must be kept on the job site at all times. It is unlawful to make changes or alterations without written permission from the Development Services Department.

12/27/2023 9:16:33 AM

ABBREVIATIONS

(C) CALCULATED	° DEGREES	L.B. LICENSED BUSINESS	P.R.M. PERMANENT REFERENCE MONUMENT
(D) DESCRIBED	Δ DELTA	L.F.E. LOWEST FLOOR ELEVATION	P.S.M. PROFESSIONAL SURVEYOR & MAPPER
(M) MEASURED	(D) DESCRIBED	L.S. LICENSED SURVEYOR	P.T. POINT OF TANGENCY
(P) PLAT	D.U.E. DRAINAGE & UTILITY EASEMENT	MIN. MINUTES	P.V.C. POLYVINYL CHLORIDE PIPE
AC. ACRE	D.E. DRAINAGE EASEMENT	± MORE OR LESS	R RADIUS
ASPH. ASPHALT	E.P. EDGE OF PAVEMENT	N&D NAIL & DISC	R.C.P. REINFORCED CONC. PIPE
BK. BOOK	EL. ELEVATION	O.R. OFFICIAL RECORDS	RGE. RANGE
BM. BENCHMARK	EXIST. EXISTING	O.R.B. OFFICIAL RECORD BOOK	R/W RIGHT OF WAY
B.W.F. BARBED WIRE FENCE	FD. FOUND	P. PROPOSED	SEC'L. SECTION
C.B. CHORD BEARING	F.F. FINISHED FLOOR	P.C. POINT OF CURVE	SECS. SECONDS
C.B.S. CONCRETE BLOCK & STUCCO	FND. FRAME	P.C.P. PERMANENT CONTROL POINT	SAN. SANITARY
CH. CHORD	G.F.E. GARAGE FINISH FLOOR	P.C. PAGE	T TANGENT
C/L CENTERLINE	H.W.F. HOG WIRE FENCE	P.I. POINT OF INTERSECTION	TWP. TOWNSHIP
CLF CHAINLINK FENCE	ID IDENTIFICATION	P.O.B. POINT OF BEGINNING	U.E. UTILITY EASEMENT
CONC. CONCRETE	INV. INVERT	P.O.C. POINT OF COMMENCEMENT	
COR. CORNER	I.R. IRON ROD	P.R.C. POINT OF REVERSE CURVE	
D.B. DEED BOOK	L LENGTH		

SECTION 21 TWP 25 S RGE 29 E

LEGEND

BENCHMARK	CO CLEAN OUT		BARBED WIRE FENCE
WOOD POWER POLE	SANITARY M.HOLE		WOOD FENCE
CONCRETE POWER POLE	STORM M.HOLE		CHAINLINK FENCE
METAL POWER POLE	GM GAS METER		UNDERGROUND POWER LINE
GUY WIRE ANCHOR	GAS VALVE		OVERHEAD POWER LINE
WOOD LIGHT POLE	CATV CABLE TV RISER		BURIED TELEPHONE
CONCRETE LIGHT POLE	TELR TELEPHONE RISER		BURIED GAS MAIN
MLP METAL LIGHT POLE	TCB TELE. CONTROL BOX		BURIED WATER MAIN
FLP FIBERGLASS LIGHT POLE	EMS ELECTRIC TRANSFORMER		UNDER ROOF
FIRE HYDRANT	ESM ELEC. SERVICE METER		
WATER VALVE	TSB TRAF. CONTROL BOX		
WELL	BOLLARD		
WM WATER METER	SIGN		
RECLAIMED WATER VALVE	FIBER OPTIC MARKER		
RWM RECLAIMED WATER METER	TEL TELEPHONE MARKER		
AIR RELEASE VALVE	GAS GAS MARKER		

REVISIONS

SHOWING A BOUNDARY SURVEY OF LANDS DESCRIBED ABOVE.

DRAWN BY: AE | CHECKED BY: RDB | SCALE: 1"=30' | SURVEY DATE 9/19/23 | JOB# 23-439

I HEREBY CERTIFY THAT THIS MAP OF SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY IS NOT VALID WITHOUT SIGNATURE OR SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE FROM A THIRD PARTY.

RICHARD D. BROWN P.S.M.
FLA. CERT. NO. 5700

JOHNSTON'S SURVEYING INC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
LB 966

CamScanner

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Lot 1, Block R, HENRY A. MATTHEWS ADDITION TO THE TOWN OF KISSIMMEE, according to the plat thereof, as recorded in Plat Book A, Page 6 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Block R, HENRY A. MATTHEWS ADDITION TO THE TOWN OF KISSIMMEE, according to the plat thereof, as recorded in Plat Book A, Page 6 of the Public Records of Osceola County, Florida; thence N89°14'13"W, along the South line of said Lot 1, a distance of 6.00 feet; thence departing said South line, run N00°38'15"W, a distance of 141.47 feet; thence S89°55'42"W, a distance of 53.27 feet to a point on the East line of the North 50.00 feet of the West 40.00 feet of the East ½ of said Lot 1; thence N01°09'12"E, along said East line, a distance of 6.00 feet to the North line of said Lot 1; thence departing said East line, run N89°55'42"E, along said North line, a distance of 59.08 feet; thence S00°38'15"E, along the East line of said Lot 1, a distance of 147.56 feet to the Point of Beginning.

Containing 1,204 square feet or 0.03 acres, more or less.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°14'13"W	6.00'
L2	N00°38'15"W	141.47'
L3	S89°55'42"W	53.27'
L4	N01°09'12"E	6.00'
L5	N89°55'42"E	59.08'
L6	S00°38'15"E	147.56'

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: TABEER SHAIKH

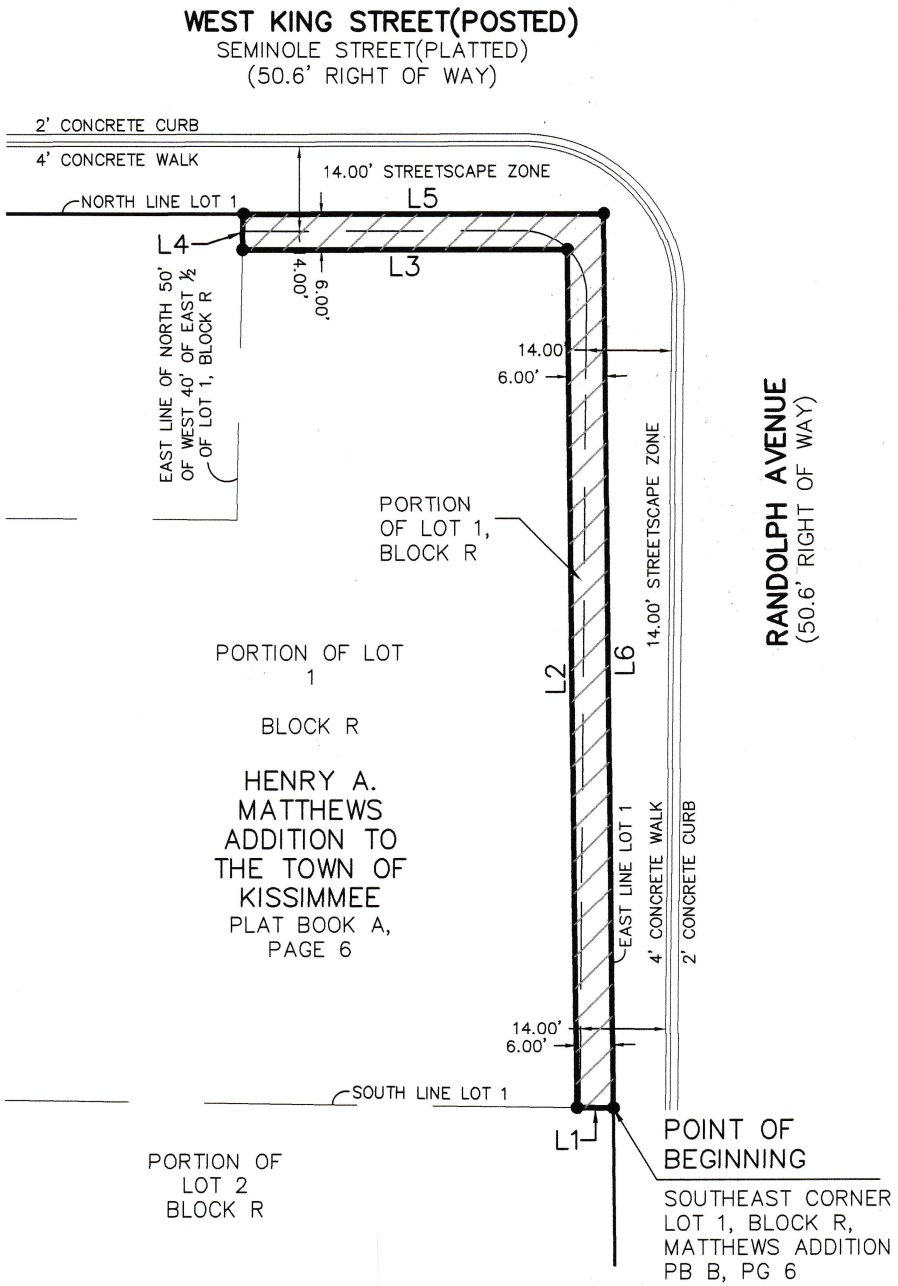
DATE OF SKETCH: 2/18/2025	REVISIONS:
SCALE: 1" = 30'	
SEC. 21, TWP. 25 S, RNG. 29 E	
CAD FILE: S-L 14' STREETSCAPE ESMT	
JOB NUMBER: 23-439	

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

02/19/2025
RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

N
W E
S
1"=30'



JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

ITEM 7.I
Airport Marketing Service Agreement Extension

Request

Approval to extend the current marketing agreement Contract No. 20240289 between Kissimmee Gateway Airport and Brand Advocates for an additional year for $48,000.00.

Explanation

The Kissimmee Gateway Airport entered into a marketing agreement with Brand Advocates on April 16, 2024, for a one-year term with the option to renew for two, one-year terms. The Airport has been pleased with Brand Advocates' efforts, and the Airport desires to extend the agreement for one more year. FY 25-26 will concentrate on marketing the airport and businesses through social media, digital marketing, and oversight of the Experience Kissimmee marketing grant.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070103 504901 46170103 504901		Increase Increase	6,000 42,000	6,000 42,000

Financial Summary:

The total amount of $48,000.00 will go towards advertising the airport and its businesses.

Recommendation

Approval to extend the current marketing agreement between Kissimmee Gateway Airport and Brand Advocates for an additional year for $48,000.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) First Renewal of Services between The Brand Advocates COK. Final

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND THE BRAND ADVOCATES FOR CONTINUING SERVICES

THIS FIRST RENEWAL of the Agreement for Professional Consultant Services Related to Airport marketing and public relation 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 the "CITY" and **THE BRAND ADVOCATES**, whose mailing address is 1800 Pembrook Drive, Suite 300, Orlando, Florida 32810, hereinafter known as "CONSULTANT". The CONSULTANT and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised a Request for Proposals "RFP 2024-001" for Airport Marketing and Public Relations Consulting of Record Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and The Brand Advocates, on April 16, 2024 (the "Original Agreement") for an initial term of one (1) year with the option of two (2) consecutive twelve (12) month renewal periods; and

WHEREAS, the initial term of the Original Agreement is set to expire and the CITY determined the services and performance of CONSULTANT effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONSULTANT now mutually desire to extend the Original Agreement for an additional twelve (12) months 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, the CITY and CONSULTANT agree to the terms and conditions of the Original Agreement dated April 16, 2024, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and CONSULTANT agree to exercise the first twelve (12) month renewal provided under Section 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 **THE BRAND ADVOCATES** is April 16, 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.

THE BRAND ADVOCATES
(CONSULTANT)

By: Tasha Cunningham

Title: Managing Partner

Date: April 28, 2025

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 28 day of April, 2025, by means of ☑ physical presence or ☐ online notarization by Tasha Cunningham as Managing Partner for The Brand Advocates, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Yarelys Mirabal
My Commission HH 606705
Expires 4/5/2028

Notary:
Print Name: Yarelys Mirabal
My Commission Expires: 04/05/2028

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
THE BRAND ADVOCATES

THIS AGREEMENT is made this 16th day of April, 2024 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**CITY**" and "**The Brand Advocates,"** whose address is 1800 Pembrook Drive, Suite 300, Orlando, FL 32810, hereinafter "**CONSULTANT**," collectively hereinafter referred to as "**PARTIES,"** and each represents as follows:

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified CONSULTANT to provide marketing and public relation services to the CITY of KISSIMMEE GATEWAY AIRPORT; and

WHEREAS, the CITY advertised RFQ 2024-001 for Airport Marketing and Public Relations Consulting of Record Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process, the CITY has determined that CONSULTANT is qualified to provide the services and desires to award the contract to CONSULTANT consistent with the terms, conditions and requirements of the RFQ.

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

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

SECTION 2. TERM. The term of this Agreement shall be effective for a term of one (1) year from the date of execution of the contract, with the option of two (2) consecutive twelve (12) month renewals.

SECTION 3. SCOPE OF SERVICES. CONSULTANT agrees to provide to the CITY including, as specified in **Exhibit "A"** attached hereto.

SECTION 4. PRODUCTS AND PRICING. CONSULTANT will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** at the pricing specified in **Exhibit "B"**. The CITY shall pay CONSULTANT in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statues. CONSULTANT shall not apply any late charges, interest or penalties to any invoice or

charges for services until thirty (30) days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the CONSULTANT shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

SECTION 5. NOTICE. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONSULTANT. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONSULTANT 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: Director of Aviation
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

CONSULTANT: Managing Partner
The Brand Advocates
1800 Pembrook Drive, Suite 300
Orlando, FL 32810

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties. 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 8. FUND AVAILABILITY AND USE OF CONSULTANT. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONSULTANT for any project which may fall within the scope of services listed herein.

SECTION 9. EMPLOYMENT VERIFICATION (E-FERIFY). In accordance with Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify

System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subCONSULTANTs 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 subCONSULTANT during the term of this Agreement. If CONSULTANT enters into a contract with a subCONSULTANT performing work or providing services on its behalf, CONSULTANT shall also require the subCONSULTANT to provide an affidavit stating that the subCONSULTANT does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify .

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

SECTION 10. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 11. 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 12. EQUAL OPPORTUNITY EMPLOYER. CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONSULTANT will further ensure that all sub-CONSULTANTs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONSULTANT 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 CONSULTANT for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by CITY. CONSULTANT agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should CONSULTANT provide CITY with products and/or services not under this Agreement, CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. CONSULTANT's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 15. PUBLIC RECORDS. The City is a public agency subject to the Florida Public Records Law expressed in Chapter 1 19, Florida Statutes. Accordingly, to the extent that it is determined that CONSULTANT is acting on behalf of City as provided under Section 119.011 (2), CONSULTANT agrees to also comply with that law, specifically including to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

2. If the City's Custodian of Records requests records from CONSULTANT, CONSULTANT shall provide the City's Custodian of Records with a copy of the requested records or provide City with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to the City.

4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Upon notice to CONSULTANT of a request to inspect or copy public records relating to a City's contract for services, CONSULTANT shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

5. If CONSULTANT does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

6. A CONSULTANT who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

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

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONSULTANT 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. If City determines, using credible information available to the public, that CONSULTANT has submitted false certification, City shall provide CONSULTANT with written notice of its determination. CONSULTANT shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

SECTION 17. 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.

SECTION 18. INDEMNIFICATION. CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONSULTANT, or any of its employees, agents, sub-CONSULTANTs, representatives, volunteers, or the like. CONSULTANT agrees to indemnify, defend and hold CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of CONSULTANT, or any of its employees, agents, sub-CONSULTANTs, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 19. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party. Failure to contact the CITY of delayed shipments or failure to meet scheduled deliveries more than three (3) times within the contract term will also be a basis for the termination of this Agreement.

SECTION 20. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. 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.

(signature page to follow)

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

(CONSULTANT)

STATE OF Florida)
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 3rd day of April, 2024, by means of ☒ physical presence or ☐ online notarization, by Tasha Cunningham as Manager Partner of (*CONSULTANT*), 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 Public State of Florida
Yarelys Mirabal
My Commission GG 975857
Expires 04/05/2024

Notary Public State of Florida
Yarelys Mirabal

CITY OF KISSIMMEE

Olga Gonzalez
Mayor-Commissioner

Date: April 17, 2024

ATTEST:

Linda S. Hansell
City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT A
SCOPE OF CONSULTING SERVICES

Primary:

Plan, develop, execute, track and report the results for Kissimmee Gateway Airport's (ISM) brand advertising programs.

- Marketing and Advertising Planning: Develop recommendations for a Consultant Marketing and Advertising Plan that supports the strategies set forth by ISM. Includes Strategic Direction, Creative Strategy, Brand Development and Stewardship, Media Plan and Cooperative Plan.

- Media Buy: Develop and execute the media plan presented in the Consultant's Marketing and Advertising Plan and approved by ISM. Execution includes placement, optimization, cancellations, auditing, payment to vendors and billing.

- Advertising Concept Development/Production: Concept creative materials/campaign elements (print, digital and broadcast) as described in the Consultant's Marketing and Advertising Plan. Once approved, produce and bring to final form the advertising materials.

Secondary:

- Work with ISM staff to develop campaign tracking mechanisms, research and other projects as needed.

- Organize and lead ISM monthly marketing coordination meetings, prepare periodic reports and a monthly budget recap, as directed by ISM.

- Provide creative input and support for other projects and work collaboratively with global trade and public relations agencies.

EXHIBIT B
PRICING

TO: Shaun Germolus, Director of Aviation, City of Kissimmee Gateway Airport

FROM: Tasha Cunningham, Managing Partner, The Brand Advocates

DATE: March 25, 2024

RE: Task Work Order No. 1 – Agency of Record – Kissimmee Gateway Airport

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This memorandum outlines the services to be performed under Task Work Order No. 1 for the above-referenced new contract.

SCOPE OF SERVICES

TASK 1: Digital Marketing, Advertising, Website Maintenance, ISM Campaign, Social Media Management

- TBA will implement a comprehensive marketing, website, and social media plan to monitor and maintain the airport's presence on social media platforms including Facebook, Twitter, Instagram and LinkedIn. TBA will develop monthly social media content calendars, which will include with draft content, hashtags, and images. TBA will post approved content and provide monthly social media analytics and reports that track platform performance, trends and other information. TBA will develop draft responses to any inquiries received via social media and send them to airport leadership for approval. TBA will monitor the airport's website at www.FlyKissimmee.com and update content, as necessary.

- Revise economic development brochure.

- Advertising and marketing for the scheduled Food Truck Fly-In Sept. 14th.

- Continue promoting and implementing "ISM" campaign and coordinating Experience Kissimmee Grant.

- Develop a public education campaign for recruiting students.

- Develop a public education piece for realtors, convention & tour center – the importance of utilizing the closest airport.

- Two marketing meetings on the first and third Thursday of each month starting on April 4, 2024.

NOTE: Additional campaigns (US Customs Marketing, NBAA Schedulers/Dispatchers Conference) will be a separate work order.

FEE ESTIMATE

TASK	ESTIMATED HOURS	HOURLY RATE	TOTAL
Task 1: (April 2024 – April 2025) Digital Marketing, Advertising, Website Maintenance, ISM Campaign, and Social Media Management ($4,000 per month x 12 months)	LUMP SUM	LUMP SUM	$48,000.00
		TOTAL	**$48,000.00**

Harbour

AUDIT TRAIL

(S) 2024 Airport Marketing PR Consulting Services Contract - Notarized

FILE	Airport Marketing Service Agreement With The Brand Advocates_Apr-17-2024_completed.pdf (948.21 KB)
DOCUMENT REF ID	HBRREF-4c55f4f14c734cd0bf34c1e2d9fec784
FILE VERIFICATION ID	CUwbUVzTIX2vkBylAjbGgQ== (md5hash base64)
STATUS	Completed (April 17th 2024 13:00:27 UTC)

DOCUMENT HISTORY

CREATED
Agreement Created by City Clerk's Office (tcrespo@intra.kissimmee.org)
Agreement Type: EMAILS
April 11th 2024 19:31:36 UTC

SIGNED
Agreement Signed by Olga Gonzalez
April 17th 2024 00:22:58 UTC
US FL • • •
Signer Email: olga.gonzalez@kissimmee.gov

SIGNED
Agreement Signed by Olga Sanchez de Fuentes
April 17th 2024 12:45:20 UTC
US FL • • •
Signer Email: olga.sanchezdefuentes@kissimmee.gov

SIGNED
Agreement Signed by Linda S. Hansell
April 17th 2024 13:00:27 UTC
US FL • • •
Signer Email: linda.hansell@kissimmee.gov

COMPLETED

ITEM 7.J
Sidewalk Easement for the Osceola Village Apartments

Request

Approval of a sidewalk easement with Osceola Village Owner, LLC, for the multifamily development known as Osceola Village Apartments (Contract # 20250246).

Explanation

Osceola Village Owner, LLC, owns a parcel within the Kissimmee city limits currently being developed as a multifamily housing project known as the Osceola Village Apartments (DRC# 21-00108). The proposed sidewalk easement is necessary to accommodate a portion of the public sidewalk that will traverse a portion of the property, ensuring connectivity and public accessibility. No financial impact is associated with this easement.

Recommendation

Approval of a sidewalk easement with Osceola Village Owner, LLC, for public sidewalk access within the property associated with the Osceola Village Apartments.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Osceola Village Apartments Sidewalk Easement
2. Vicinity Map

Prepared by and Return to:
Diane D. Karst, Esq.
Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Boulevard, Suite 310
Boca Raton, Florida 33431

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT, made the 22nd day of April, 2025, between CRP/NRP OSCEOLA VILLAGE OWNER, L.L.C. (the "Grantor"), a Delaware Limited Liability Company, having its principal place of business located at 1228 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115 (hereinafter referred to as "Grantor"); and THE CITY OF KISSIMMEE, FLORIDA, a Florida municipal corporation, whose address is 101 Church Street, Suite 110, Kissimmee, FL 34741 (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of fee simple title in and to Lot D, OSCEOLA VILLAGE CENTER COMMERCIAL AND APARTMENT, according to the plat thereof, as recorded in Plat Book 36, Page 35, of the public records of Osceola County, Florida ("Grantor's Property"); and,

WHEREAS, Grantor has agreed to grant to Grantee non-exclusive easements for public sidewalk purposes over, under, and upon the Grantor's Property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Easement Property"); and

NOW THEREFORE, in consideration of the sum of Ten and 00/100 U.S. Dollars ($10.00), the mutual covenants, representations and agreements contained in this Sidewalk Easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals to this Sidewalk Easement and the exhibits referred to therein are true and correct and are hereby incorporated into and made a part of this Sidewalk Easement.

2. **Grant of Sidewalk Easement.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants and conveys to Grantee, its agents, invitees and licensees and successors, in perpetuity, the non-exclusive right, privilege and easement, now and hereafter, to construct, improve, reconstruct, replace, inspect, repair, maintain, and use for public sidewalk purposes, including related and customary uses of sidewalk right-of-way such as curb and gutter, bike path, in, upon and across the Easement Property.

3. **Grant of Additional Easements.** This Easement shall in no way restrict the right of Grantor to grant other easements or make other uses of Easement Property so long as such other grants and uses are not materially inconsistent with the rights granted hereunder.

4. **Miscellaneous Provisions.**

A. **Assigns.** This Easement shall be binding upon and inure to the benefit of the parties hereto, their respective representatives, successors and assigns.

B. **Amendment.** This Easement may not be amended, modified, altered or changed in any respect except by further agreement in writing duly executed by the parties hereto.

C. **Severability.** If any of the provisions of this Easement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Easement and the application of such provision to the persons or situations other than those as to which it shall have been invalid or unenforceable, shall not be affected thereby and shall continue to be valid and be in force to the fullest extent permitted by law.

D. **Captions.** The Easement headings and captions contained in this Easement are for convenience and reference only and in no way define, limit, or describe the scope of the intent of this Agreement.

E. **Construction.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require.

F. **Exercise of Rights**. Notwithstanding anything herein to the contrary, any rights granted hereunder shall be exercised so as to avoid and/or minimize interference with the use and operation of the surrounding property owned by the Grantor.

G. **Applicable Law**. The validity of this Easement and all of its terms and provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

H. **Covenants Running with the Land.** It is intended that the terms, covenants and conditions set forth in this Easement shall be construed as both covenants and conditions and that they shall run with the Easement Property and be affirmatively enforceable, and shall continue to be easements and covenants benefitting, binding, and running with the land.

I. **No Waiver**. The waiver of any default in the performance of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent default in the performance of the same term, provision, or covenant, or any other term, provision or covenant of this Agreement.

J. **Indemnity**. Grantee hereby indemnifies and agrees to hold Grantor harmless from and against any loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by the other parties and which may arise out of or in connection

with, by reason of the actions of or the failure to take action by Grantee, or the negligence or misconduct of Grantee, its agents, representatives, contractors or employees, in the conduct of the construction or maintenance performed by Grantee and any action taken by Grantee pursuant to the terms of this Easement.

K. **Insurance**. Grantee shall keep and maintain at all times during the term of this Easement, at such party's sole expense, a comprehensive public liability and property damage insurance policy insuring both parties with coverage in an amount of not less than $1,000,000. Grantee shall, upon the request of any other party, furnish a certificate or such other evidence of such insurance as may reasonably be requested by Grantor.

L. **Default.** Upon the failure of either party to comply with such party's obligations under the terms of this Easement, the non-defaulting party shall deliver notice to the defaulting party, and if such default is not cured within thirty (30) days after receipt of such written notice (or such longer period of time provided that the defaulting party is diligently prosecuting the cure of the default) the other party shall be entitled to commence an action against such defaulting party for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action, the prevailing party shall be entitled to recover its costs and attorneys' fees. Notwithstanding any provision herein to the contrary, in no event shall either party be liable for consequential, punitive or speculative damages.

M. **Grant of Easement Only**. The parties are not hereby conveying any land or title thereto but merely are granting the rights and easements hereinabove set forth. The parties reserve all right, title, interest and privilege in and to their respective properties for all purposes not inconsistent with the easements and uses described in this Easement.

N. **No Mortgages**. Grantor represents that no superior deeds of trust, mortgages, or liens (other than property tax liens for the current tax year or governmental improvement assessment liens) encumber or affect the Easement Property at the time of the execution and recording of this Sidewalk Easement.

O. **Owner**. Grantor covenants that it is vested of the Easement Property in fee simple, that the Easement Property is free from encumbrances except as herein stated or subordinated herein, and that Grantor will warrant and defend such title to the same against claims of all persons. This Sidewalk Easement shall not divest the Grantor of any rights or interests in the Easement Property not herein mentioned.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal the day and year first written above.

Witnesses:

By: Dane Mc Nulty
Printed Name: Dane McNulty
Address: 1228 Euclid Ave, 4th FL, Cleveland, OH 44115

By: Jack Platten
Printed Name: Jack Platten
Address: 1228 Euclid Ave, 4th FL, Cleveland, OH 44115

GRANTOR:
CRP/NRP OSCEOLA VILLAGE OWNER, L.L.C., a Delaware limited liability company

By: _____
Printed Name: Noam Magence
Title: Secretary

STATE OF OHIO
COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this 22 day of April, 2025, by Noam Magence, as Secretary of CRP/NRP OSCEOLA VILLAGE OWNER, L.L.C., a Delaware limited liability company authorized to do business in the State of Florida on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

NOTARY PUBLIC:

Madison Schneid
(Signature)

(Print or Type Name)

State of Ohio at Large
Commission No. 2024-RE-881947
My Commission Expires: 9/18/2029

(SEAL)

NOTARIAL SEAL
STATE OF OHIO

Madison Schneid
Notary Public, State of Ohio
My Commission Expires:
September 18, 2029

4930-0268-9326 v.2

MORTGAGEE CONSENT AND JOINDER

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A," hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Easement.

Witnesses:

Print Name: Patrick Mach
Address: 1717 main st. Dallas, TX 75201

Print Name: Chris Young
Address: 1717 Main St Dallas TX 75201

COMERICA BANK

By:
Name: Courtney Klesel
Title: Vice President

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, on April 22, 2025, by Courtney Klesel, as Vice President of Comerica Bank, on behalf of the bank. She/He is personally known to me or has produced n/a as identification.

TINA N SMART
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-23-26
Notary ID # 12563098-6

Notary Public, State of Texas
Name: Tina N. Smart
My Commission Expires: 3-23-26
My Commission Number is: 12563098-6

Exhibit A

SKETCH OF DESCRIPTION
OSCEOLA VILLAGE
SIDEWALK EASEMENT

SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF OSCEOLA COUNTY FLORIDA, BEING A PORTION OF LOT D, OSCEOLA VILLAGE CENTER COMMERCIAL AND APARTMENT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 35–38, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT D; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT D THE FOLLOWING THREE (3) COURSES: 1) S42°20'43"W, A DISTANCE OF 308.60 FEET; 2) SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 54°37'24" AND A CHORD BEARING AND DISTANCE OF S15°02'01"W, 22.94 FEET) FOR AN ARC DISTANCE OF 23.83 FEET; 3) SOUTHWESTERLY ALONG A REVERSE CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 04°49'31" AND A CHORD BEARING AND DISTANCE OF S09°51'55"E, 5.89 FEET) FOR AN ARC DISTANCE OF 5.90 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTHWESTERLY LINE OF SAID LOT D, S09°36'37"E, A DISTANCE OF 8.13 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 38°02'40" AND A CHORD BEARING AND DISTANCE OF S28°37'57"E, 9.78 FEET) FOR AN ARC DISTANCE OF 9.96 FEET; THENCE S47°39'17"E, A DISTANCE OF 9.64 FEET; THENCE S42°20'43"W, A DISTANCE OF 102.34 FEET; THENCE N47°39'17"W, A DISTANCE OF 20.46 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.39 FEET, A CENTRAL ANGLE OF 88°56'30" AND A CHORD BEARING AND DISTANCE OF S86°50'10"W, 28.57 FEET) FOR AN ARC DISTANCE OF 31.65 FEET TO SAID NORTHWESTERLY LINE OF LOT D; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHEASTERLY ALONG A REVERSE CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 54°37'25" AND A CHORD BEARING AND DISTANCE OF N69°39'26"E, 22.94 FEET) FOR AN ARC DISTANCE OF 23.83 FEET; 2)NORTHEASTERLY ALONG A REVERSE CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 104°25'18" AND A CHORD BEARING AND DISTANCE OF N44°45'29"E, 110.64 FEET) FOR AN ARC DISTANCE OF 127.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 825 SQUARE FEET OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A SIDEWALK EASEMENT.

2. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTHWESTERLY LINE OF LOT D WHICH BEARS S42°20'43"W.

3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

5. THIS IS NOT A SURVEY.

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEADING EDGE
LAND SERVICES
INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
THE NRP GROUP

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.

DATE: 3-27-2025

MIKE BAERHOLD
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575

DATE OF DRAWING: 25 MAR 2025	
MANAGER: JAB	CADD: JAA
PROJECT NUMBER: 1194-22002	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1194002_SD9.DWG	
SCALE: N/A	SHEET 1 OF 2

SKETCH OF DESCRIPTION
OSCEOLA VILLAGE
SIDEWALK EASEMENT

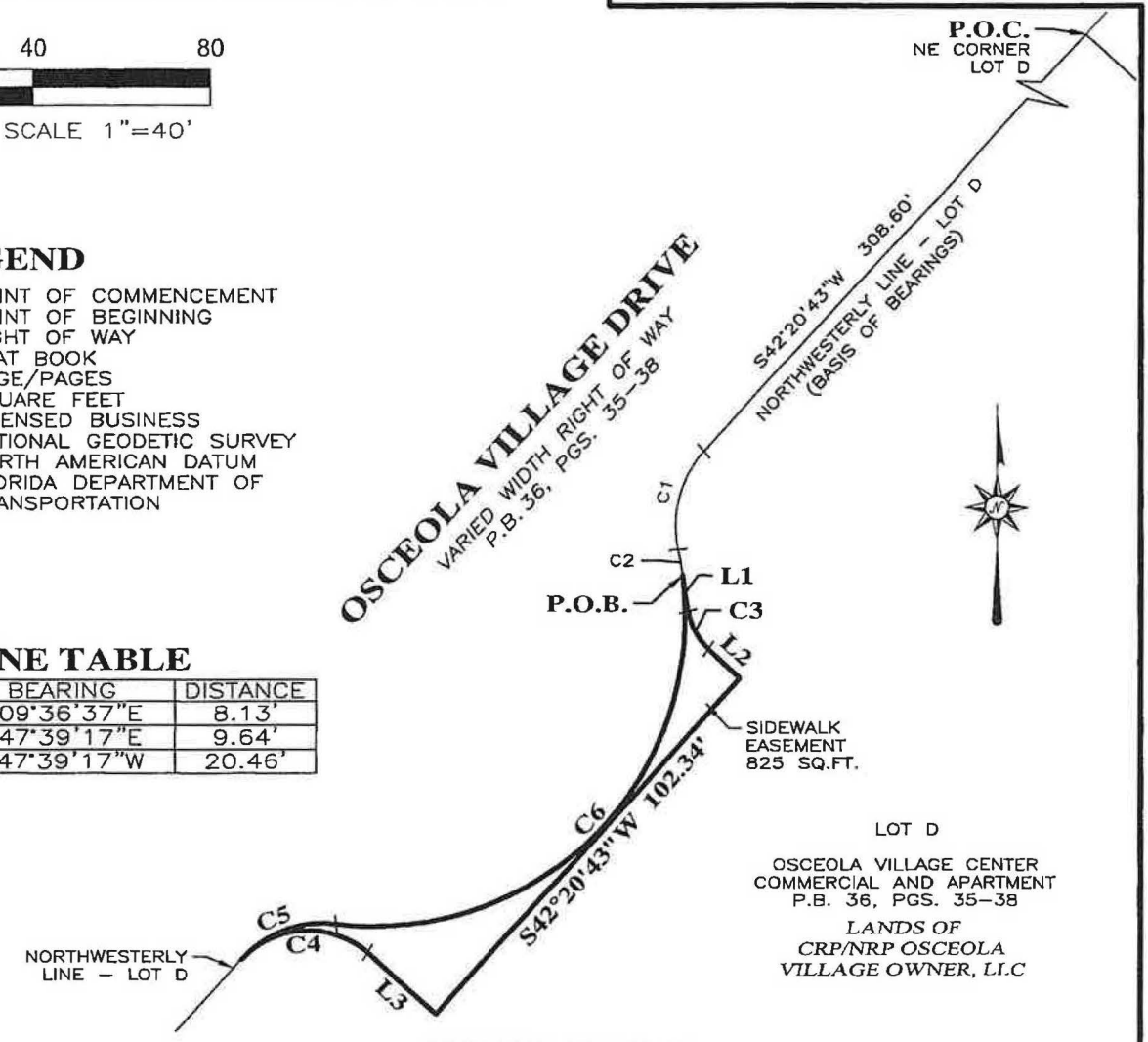
SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

0 40 80

GRAPHIC SCALE 1"=40'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
P.B.	PLAT BOOK
PG./PGS.	PAGE/PAGES
SQ.FT.	SQUARE FEET
LB	LICENSED BUSINESS
NGS	NATIONAL GEODETIC SURVEY
NAD	NORTH AMERICAN DATUM
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION



LINE TABLE

LINE	BEARING	DISTANCE
L1	S09°36'37"E	8.13'
L2	S47°39'17"E	9.64'
L3	N47°39'17"W	20.46'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	25.00'	54°37'24"	S15°02'01"W	22.94'	23.83'
C2	70.00'	4°49'31"	S09°51'55"E	5.89'	5.90'
C3	15.00'	38°02'40"	S28°37'57"E	9.78'	9.96'
C4	20.39'	88°56'30"	S86°50'10"W	28.57'	31.65'
C5	25.00'	54°37'25"	N69°39'25"E	22.94'	23.83'
C6	70.00'	104°25'18"	N44°45'29"E	110.64'	127.58'

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 2)

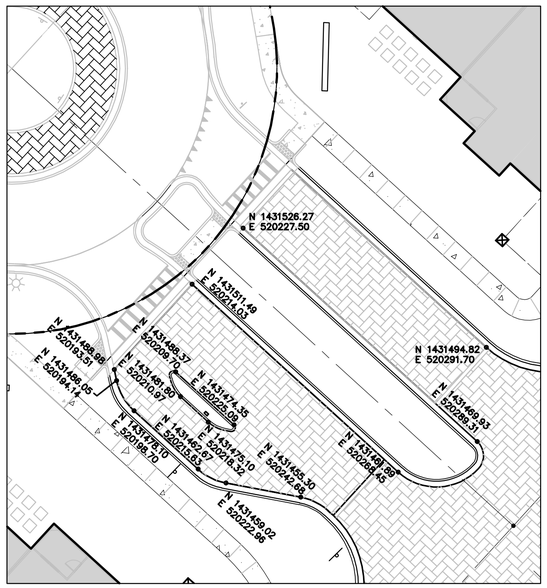
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SKETCH OF DESCRIPTION
FOR
THE NRP GROUP

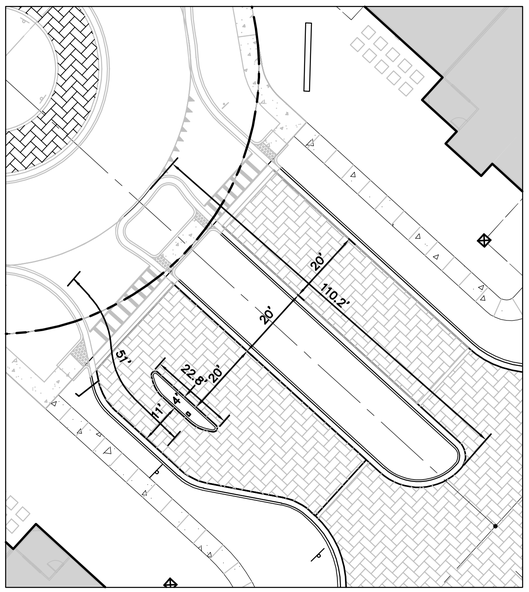
THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREIN

THIS IS NOT A SURVEY

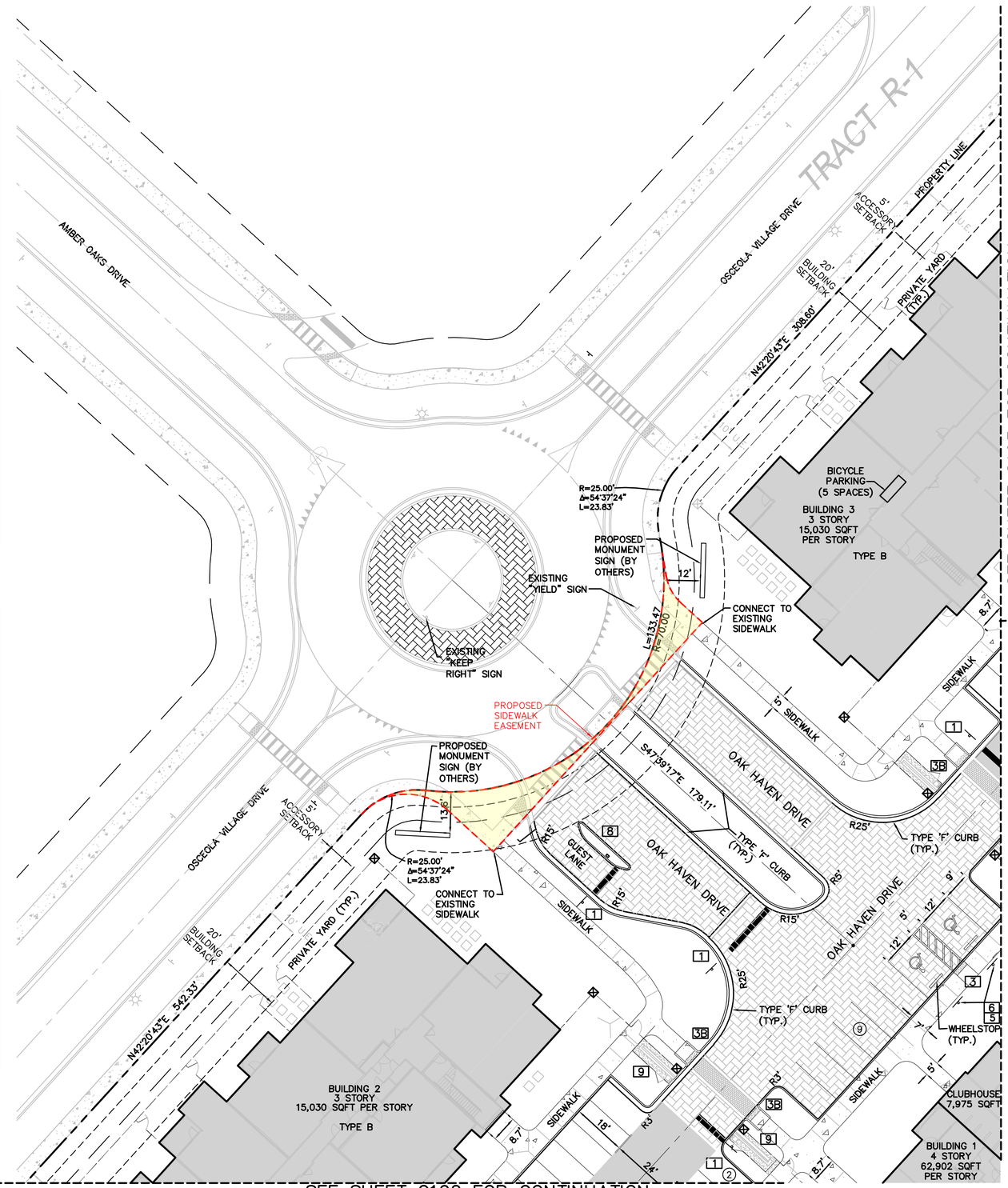
DATE OF DRAWING: 25 MAR 2025	
MANAGER: JAB	CADD: JAA
PROJECT NUMBER: 1194-22002	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1194002_SD9.DWG	
SCALE: 1" = 40'	SHEET 2 OF 2



COORDINATES FOR ENTRANCE



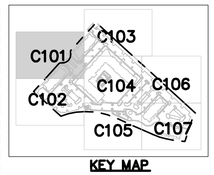
DIMENSIONS FOR ENTRANCE



SEE SHEET C103 FOR CONTINUATION

SEE SHEET C104 FOR CONTINUATION

SEE SHEET C102 FOR CONTINUATION



KEY MAP

GRAPHIC SCALE
20 0 10 20
(IN FEET)

This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
NAVD88 = NGVD-0.96'

LEGEND

- LIMITS OF LIGHT DUTY ASPHALT PAVEMENT — 1 C401
- LIMITS OF HEAVY DUTY ASPHALT PAVEMENT — 2 C401
- LIMITS OF CONCRETE — 3 C401 SIDEWALK; 6 C401 PAVEMENT
- LIMITS OF PAVERS (SEE LANDSDAPE PLANS)

1. 24" WHITE STOP BAR (W/ STOP SIGN (R1-1) IF SHOWN)
2. 6' WIDE PEDESTRIAN CROSSWALK (12" WHITE LINE, 36" O.C.)
3A. ON-SITE RAMP (CR-C) W/CAST IN CONCRETE DETECTABLE WARNING STRIP FLORIDA BLDG. CODE 2007, SECTION 11-4.7.4
3B. ON-SITE RAMP(CR-E) W/CAST IN CONCRETE DETECTABLE WARNING STRIP FLORIDA BLDG. CODE 2007, SECTION 11-4.7.4
4. CAST IN CONCRETE DETECTABLE WARNING SURFACE FDOT #304 (2' DEEP x WIDTH OF WALK)
5. FTP-20-06 W/FTP-22-06 (TYP. OF 2)
6. "VAN" ACCESSIBLE SIGN
7. "NO PARKING" FIRE LANE (W/ FDC SIGN IF SHOWN)
8. GATE INTERCOM BOX
9. SLIDE GATE (REFER TO LANDSCAPE PLANS)
10. "EMERGENCY ACCESS DO NOT BLOCK" SIGN
11. "PEDESTRIAN CROSSING" SIGN
12. FDOT "SPECIAL EMPHASIS" CROSSWALK

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED ON THE PLANS.
2. ACCESSIBLE SIDEWALK RAMPS SHALL BE INSTALLED AT ALL CROSSWALKS AS SHOWN IN THE PLANS. COORDINATE CONSTRUCTION AND DETECTABLE WARNING SURFACE PLACEMENT WITH THE CITY OF KISSIMMEE INSPECTOR.
3. ALL SIDEWALKS AND RAMPS SHALL COMPLY WITH ADA AND CITY REQUIREMENTS.
4. ALL SIDEWALKS SHALL BE A MINIMUM OF 5 FEET WIDE.
5. ALL SIDEWALK RAMPS SHALL BE 4" 3,000 P.S.I. CONCRETE
6. REFER TO ARCHITECTURAL PLANS FOR DETAILS OF THE DIFFERENT BUILDING TYPES.
7. REFER TO LANDSCAPE PLANS FOR ALL FENCE DETAILS.
8. CONTRACTOR SHALL PROVIDE A MAINTENANCE OF TRAFFIC PLAN FOR ANY ROADWAY CLOSUERS AND FOR CONSTRUCTION ENTRANCES.
9. REFER TO LANDSCAPE DESIGN PLANS FOR ALL HARDSCAPE.
10. STREET NAMES SHOWN HEREIN ARE FOR THE BENEFIT OF PUBLIC SAFETY/911 ADDRESSING. ANY STREET SIGNAGE SHALL BE DONE IN A MANNER AS TO NOT BE CONFUSED WITH STREET SIGNAGE FOR CITY MAINTAINED STREETS.
11. ALL SIGNANGE AND STRIPING TO BE INSTALLED IN ACCORDANCE WITH MUTCD (LATEST EDITION) STANDARDS AND SPECIFICATIONS.

HARRIS
Harris Civil Engineers, LLC
1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

OSCEOLA VILLAGE APARTMENTS

KISSIMMEE, FLORIDA

Revisions:

No.	Date	Description
1.		
2.		
3.	9/2/22	CITY COMMENTS 06/21/22
4.		
5.	08/26/24	REVISION 1 FOR THE CITY
6.		
7.		
8.		
9.		
10.		
11.		
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15.		
16.		
17.		
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22.		
23.		
24.		
25.		

GEOMETRY PLAN

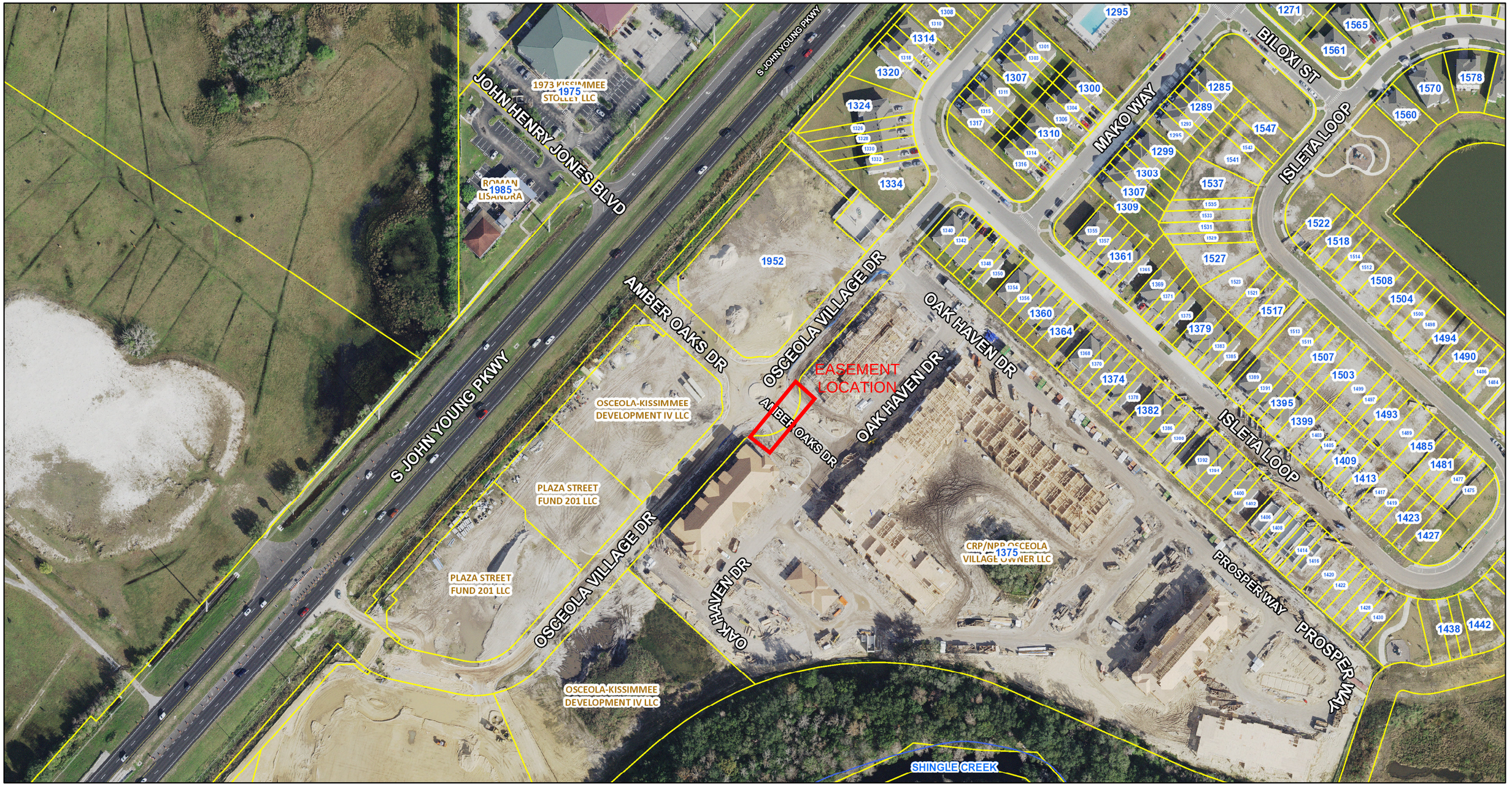
Scale: AS NOTED
Date: 02/07/2022
Project No: 07376001
Design: CD
Drawn: TK
Checked: AA

Release:
KISSIMMEE RECORD DRAWINGS
03/21/2025

C101

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FILE NAME: G:\PRO\07376001\CIVIL\SHEETS\C101 GEOMETRY PLAN.DWG
TIME: 01 APR 2025 - 7:45PM USER: CESARB



Osceola Village Apartments Sidewalk Easement

Date Generated: 4/14/2025

0 120 240 480 720 960 Feet

This map was prepared for the Osceola CountyProperty 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.K
First Extension of Continuing Surveying Services Contracts

Request

Request approval of the first one-year extension of Continuing Surveying Services contracts with the following firms: DRMP, Inc. (#20230253), Johnston's Surveying, Inc. (#20230254), Hanson Walter & Associates, Inc. (#20230255), and KPM Franklin Surveying (#20230256).

Explanation

On May 17, 2022, the City Commission approved the award of Continuing Surveying Services contracts to four qualified firms through a competitive selection process (RFQ). The initial contracts were for a period of three (3) years with two (2) optional one-year extensions. These contracts support various capital improvement and development projects on an as-needed basis through individual task work orders.

The current contracts are set to expire on May 17, 2025. Staff has reviewed the performance of each of the selected firms and recommends exercising the first optional one-year extension. If approved, the new contract expiration date will be May 17, 2026. Minor updates to the scope and fee schedules have been submitted by some firms as part of this extension.

Recommendation

Approval of the first one-year extension of Continuing Surveying Services contracts with DRMP, Inc., Johnston's Surveying, Inc., Hanson Walter & Associates, Inc., and KPM Franklin Surveying, with a revised expiration date of May 17, 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) First Extension Agreement – Johnston's Surveying, Inc
2. (S) First Extension Agreement – DRMP, Inc
3. (S) First Extension Agreement – Hanson Walter & Associates, Inc.
4. (S) First Extension Agreement – KPM Franklin Surveying

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND JOHNSTON'S SURVEYING, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS FIRST EXTENSION of the Agreement is made this ___ day of _____, 2025, by and between JOHNSTON'S SURVEYING, INC., located at 900 Cross Prairie Parkway, Kissimmee, FL 34744, hereinafter referred to as the "Surveyor", and the CITY OF KISSIMMEE, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "City". The Surveyor and the City are collectively referred to as the "Parties."

WHEREAS, the City advertised RFQ 2022-003 titled "Continuing Contract for Surveying Services" and received responses through a competitive selection process in accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, as a result of that process, the City and Johnston's Surveying, Inc. entered into an agreement dated April 15, 2022, for the provision of professional surveying services (the "Original Agreement"), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Original Agreement provides for an initial three-year term with the option of two additional one-year extensions; and

WHEREAS, the Original Agreement is currently set to expire on May 17, 2025; and

WHEREAS, the City has determined that the services and performance of the Surveyor have met expectations and support the continued goals of the City; and

WHEREAS, the Parties mutually desire to exercise the first one-year extension option, thereby extending the Agreement until May 17, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. Agreement Continued. Except as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and reaffirmed by the Parties.
3. Term Extension. The Parties agree to exercise the first one-year extension period as permitted under the Original Agreement, thereby extending the term through May 17, 2026.
4. Scope and Fee Schedule. There are no changes to the scope of work or fee schedule from the Original Agreement, unless otherwise stated in Exhibit A to this First Extension.

5. Effective Date. This First Extension shall be effective upon full execution by the Parties and shall extend the term of the Agreement through May 17, 2026.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives.

JOHNSTON'S SURVEYING, LLC.

By: _____

Print Name: _Richard D. Brown_____

Title: ___President_____

Date: _____4/24/2025_____

STATE OF FLORIDA

COUNTY OF __Osceola_____

The foregoing instrument was acknowledged before me this 24th day of ___April_____, 2025, by means of ☑ physical presence or ☐ online notarization by Richard D. Brown, as President of JOHNSTON'S SURVEYING, LLC., a Florida corporation, who is ☑ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Notary Signature: _____

Print Name: Aimee Turner

My Commission Expires: 06/11/2028 (Seal)

Notary Public State of Florida
Aimee Turner
My Commission HH 537582
Expires 6/11/2028

CITY OF KISSIMMEE:

By: _____

Print Name: _____

Title: Mayor-Commissioner

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: City Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____

Print Name: _____

Title: City Attorney

Date: _____

EXHIBIT A

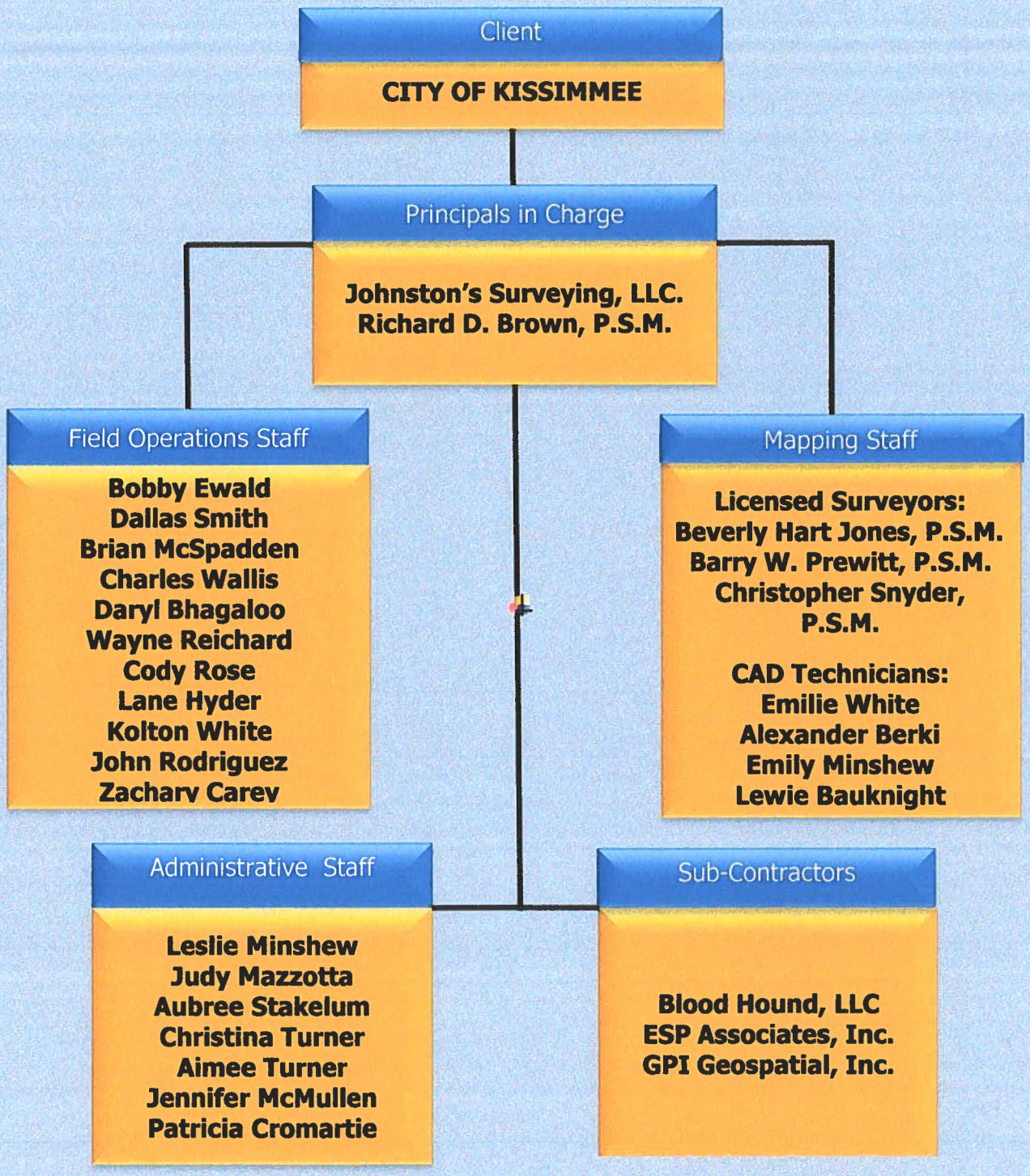
Revised Scope of Work and/or Fee Schedule

The following document is attached hereto and incorporated into this First Extension to reflect updates to the Original Agreement:

Updated Key Personnel List – as provided by Johnston's Surveying, Inc.; replaces Exhibit E of the Original Agreement.

There are no changes to the fee schedule. All other terms, conditions, and scope of services set forth in the Original Agreement remain unchanged.

TEAM ORGANIZATION CHART



The Johnston's Surveying team has over 286 combined years of surveying experience.

EXHIBIT B

Original Agreement

The following pages contain the Original Agreement, which is incorporated by reference into this First Extension.

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND JOHNSTON'S SURVEYING, INC
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **JOHNSTON'S SURVEYING, INC** whose address is **900 Cross Prairie Pkwy, Kissimmee, FL 34741**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **JOHNSTON'S SURVEYING, INC** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.

3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE
The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**
The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or

8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or

8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY SURVEYOR FOR CAUSE**
The SURVEYOR may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's

Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. 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.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.

12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR 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. The 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 the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The SURVEYOR shall maintain and allow access to the records required under this Section 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 as may have been exercised under Section 8.0 herein.

13.3 SURVEYOR 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, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.

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

b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR 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.

c. SURVEYOR 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 SURVEYOR does not transfer the records to CITY.

d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR 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.

e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If SURVEYOR 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.

g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of

any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR 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. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. CITY, SURVEYOR, 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 SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR 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. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR 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.* SURVEYOR 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. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: _____
Richard D. Brown

Title: President

Date: 04/26/2022

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 26th day of April, 2022, by means of ☒ physical presence or ☐ online notarization, by Richard D. Brown as President for Johnston's Surveying, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Leslie A Minshew
My Commission HH 039888
Expires 09/16/2024

Notary: _____
Print Name: Leslie A. Minshew
My Commission Expires: 9/16/2024

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: 5/17/2022

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM

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)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

JOHNSTON'S SURVEYING INC
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

CITY OF KISSIMMEE
CONTINUING PROFESSIONAL SURVEYING SERVICES
CONTRACT #RFQ 2022-003

APRIL 15, 2022
HOURLY RATE SCHEDULE
"EXHIBIT C"

Staff Classification	Hourly Billing Rate
Principal Surveyor (PSM)	$180 per hour
CADD Surveyor (PSM)	$150 per hour
CADD Surveyor	$130 per hour
Field Crew (3-man)	$200 per hour
Field Crew (2-man)	$160 per hour
Field Crew (1-Man w/truck)	$130 per hour
Field Crew (1-man – GPS)	$110 per hour
Secretarial Services	$ 60 per hour

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

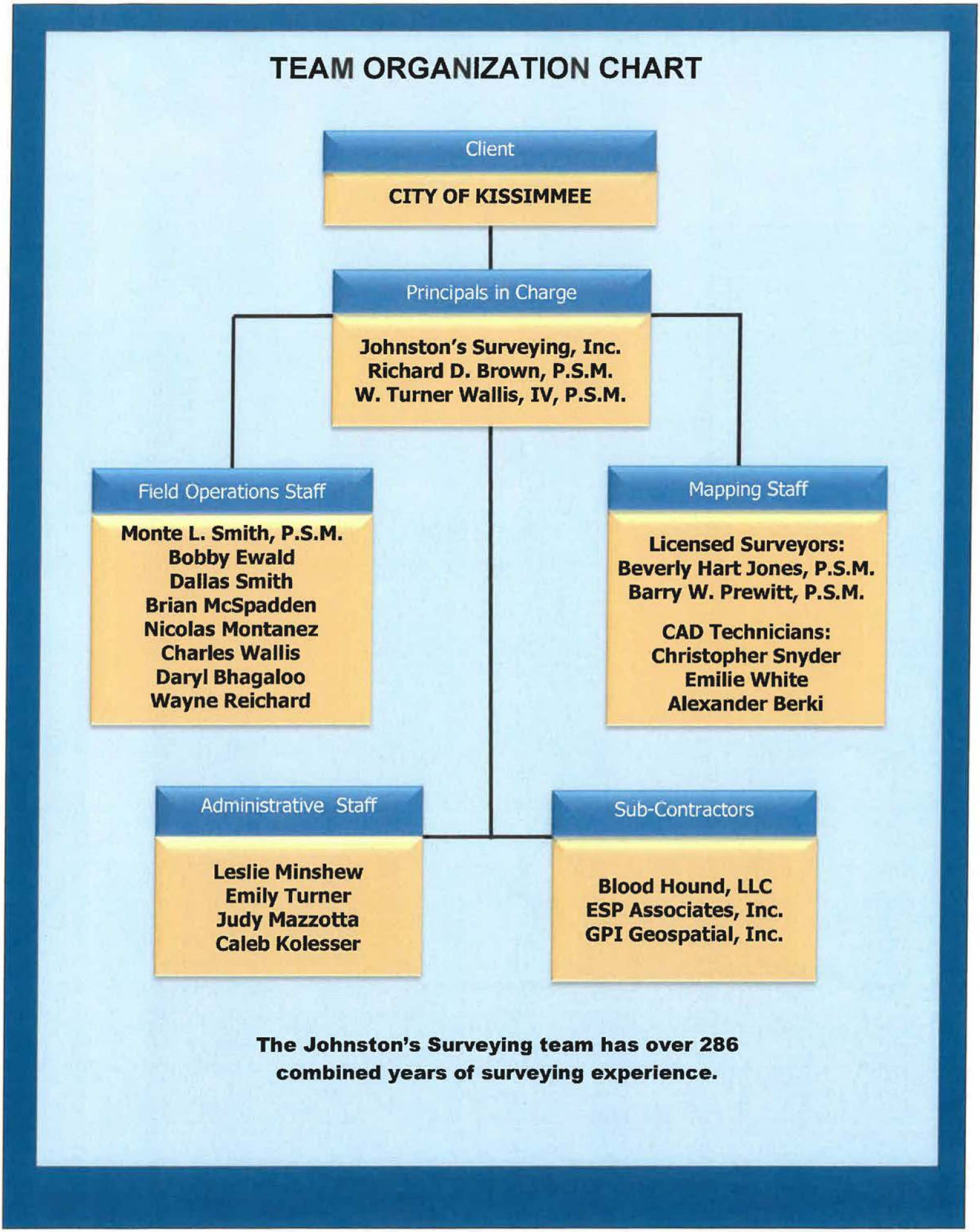
   Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT "E"
KEY PERSONNEL

TEAM ORGANIZATION CHART



The Johnston's Surveying team has over 286 combined years of surveying experience.

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND DRMP, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS FIRST EXTENSION of the Agreement is made this ___ day of _____, 2025, by and between DRMP, INC., located at 941 Lake Baldwin Lane, Orlando, FL 32814, hereinafter referred to as the "Surveyor", and the CITY OF KISSIMMEE, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "City". The Surveyor and the City are collectively referred to as the “Parties.”

WHEREAS, the City advertised RFQ 2022-003 titled “Continuing Contract for Surveying Services” and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, as a result of that process, the City and DRMP, Inc. entered into an agreement dated April 15, 2022, for the provision of professional surveying services (the “Original Agreement”), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Original Agreement provides for an initial three-year term with the option of two additional one-year extensions; and

WHEREAS, the Original Agreement is currently set to expire on May 17, 2025; and

WHEREAS, the City has determined that the services and performance of the Surveyor have met expectations and support the continued goals of the City; and

WHEREAS, the Parties mutually desire to exercise the first one-year extension option, thereby extending the Agreement until May 17, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. Agreement Continued. Except as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and reaffirmed by the Parties.
3. Term Extension. The Parties agree to exercise the first one-year extension period as permitted under the Original Agreement, thereby extending the term through May 17, 2026.
4. Scope and Fee Schedule. There are no changes to the scope of work or fee schedule from the Original Agreement, unless otherwise stated in Exhibit A to this First Extension.

5. Effective Date. This First Extension shall be effective upon full execution by the Parties and shall extend the term of the Agreement through May 17, 2026.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives.

DRMP, INC.

By: _____

Print Name: Frank Lopez

Title: Vice President

Date: 4/24/2025

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of APRIL, 2025, by means of ☒ physical presence or ☐ online notarization by FRANK LOPEZ, as VICE PRESIDENT of DRMP, INC., a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Notary Signature: Brenda S. Ivester

Print Name: BRENDA S. IVESTER

My Commission Expires: 9/11/2026 (Seal)

BRENDA S. IVESTER
Notary Public - State of Florida
Commission # HH 298065
My Comm. Expires Sep 11, 2026
Bonded through National Notary Assn.

CITY OF KISSIMMEE:

By: _____

Print Name: _____

Title: Mayor-Commissioner

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: City Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____

Print Name: _____

Title: City Attorney

Date: _____

EXHIBIT A

Revised Scope of Work and/or Fee Schedule

The following documents are attached hereto and incorporated into this First Extension to reflect updates to the Original Agreement:

Revised 2025 Fee Schedule – as provided by DRMP, Inc.; replaces Exhibit C of the Original Agreement and applies to task orders issued under this First Extension.

Updated Key Personnel List – as provided by DRMP, Inc.; replaces Exhibit E of the Original Agreement.

All other terms, conditions, and scope of services set forth in the Original Agreement remain unchanged.

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | 1.833.811.3767
www.DRMP.com

April 24, 2025

DRMP Job #:22-0111.0MK

KEY PERSONNEL

Vice President-in-Charge	Joseph De Benedetto, PLS
Project Manager	Frank Lopez, PSM
QA/QC	Tegan Desmond, PSM
Right-of-Way Mapping/Design Survey	Bobby Paulk, PSM
Subsurface Utility Engineering/Design Survey	Gabriel Colon-Rivera, PSM
Aerial/Mobile LIDAR/UAS	Brent Bass, PE, PSM
Geographic Information Systems	Mark Brown, GISP
Title Search	Robin Derr

Subconsultants

1. American Governments Services Corporation, Inc. (Tammy Mehl)
2. On Point Survey, Inc. (Douglas Negron)

DRMP

Administrative	Rate
Administrative I	$100.00
Administrative II	$115.00
Administrative III	$125.00
Administrative IV	$150.00
Administrative V	$215.00
Public Relations I	$130.00
Construction Services – Construction Engineering Inspection	
Construction Engineer	$240.00
Construction Manager	$200.00
Inspector I	$70.00
Inspector II	$85.00
Inspector III	$100.00
Inspector IV	$120.00
Project Administrator I	$150.00
Project Administrator II	$170.00
Specialist I	$115.00
Specialist II	$135.00
Construction Services – Bridge Inspection/NBIS	
NBIS Engineer	$240.00
NBIS Team Leader	$175.00
NBIS Team Member	$95.00
Designer	
Designer I	$120.00
Designer II	$130.00
Designer III	$140.00
Designer IV	$155.00
Designer V	$175.00
Graphic Designer I	$100.00
Graphic Designer II	$130.00
Graphic Designer III	$165.00
Engineering	
Engineer I	$135.00
Engineer II	$150.00
Engineer III	$195.00
Engineer IV	$220.00
Engineer V	$235.00
Engineer VI	$250.00
Engineer VII	$275.00
Engineer VIII	$300.00
Engineer IX	$315.00
Intern I	$90.00

Environmental/Planning	Rate
Ecologist I	$100.00
Ecologist II	$125.00
Ecologist III	$140.00
Ecologist IV	$200.00
Ecologist V	$250.00
Planner I	$85.00
Planner II	$120.00
Planner III	$180.00
Planner IV	$225.00
Planner V	$250.00
Equipment	
Mobile LiDAR System	$4,500/day
Hydrographic ZBoat	$1,500/day
UAS LiDAR System	$2,500/day
Expert Witness Services	
Expert Witness Research	$230.00
Expert Witness Testimony	$345.00
Geographic Information Systems (GIS)	
GIS Analyst I	$90.00
GIS Analyst II	$110.00
GIS Analyst III	$125.00
GIS Project Manager	$145.00
Geomatics/Survey & Mapping	
Survey Crew – 2-Person	$185.00
Survey Crew - 3-Person	$240.00
Survey Crew - 4-Person	$290.00
Survey Manager	$290.00
Survey Technician I	$115.00
Survey Technician II	$125.00
Survey Technician III	$130.00
Survey Analyst	$150.00
Survey Project Manager	$160.00
Surveyor IV	$175.00
Surveyor V	$200.00
Surveyor VI	$240.00
Ground Penetrating Radar (GPR)	
GPR Crew - 2-Person	$195.00
GPR Technician	$130.00

Management	Rate
Discipline Manager I	$290.00
Discipline Manager II	$345.00
Group Manager I	$230.00
Group Manager II	$265.00
Principal I	$380.00
Principal II	$425.00
Project Manager I	$225.00
Project Manager II	$250.00
Project Manager III	$300.00
Project Manager IV	$325.00
Project Manager V	$350.00
Project Manager VI	$375.00
Project Manager VII	$400.00
Subsurface Utility Engineering (SUE)	
Coordinator I	$120.00
Coordinator II	$160.00
SUE Crew – 1-Person	$130.00
SUE Crew – 2-Person	$195.00
SUE Crew – 3-Person	$255.00
SUE Crew – 4-Person	$300.00
SUE Manager I	$190.00
SUE Manager II	$235.00
SUE Technician III	$130.00
Technical Services	
Noise Analyst I	$125.00
Noise Analyst II	$175.00
CADD Technician I	$75.00
CADD Technician II	$90.00
CADD Technician III	$105.00
Technical Writer I	$100.00
Technical Writer II	$130.00
Technical Writer III	$165.00

EXHIBIT B

Original Agreement

The following pages contain the Original Agreement, which is incorporated by reference into this First Extension.

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND DRMP, Inc
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **DRMP, Inc** whose address is **941 Lake Baldwin Lane Orlando, FL 32814**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **DRMP, Inc** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be

governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.

3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay SURVEYOR for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the SURVEYCR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or

8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or

8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY SURVEYOR FOR CAUSE**

The SURVEYOR may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. 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.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of

$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this

Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.

12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR 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. The 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 the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The SURVEYOR shall maintain and allow access to the records required under this Section 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 as may have been

exercised under Section 8.0 herein.

13.3 SURVEYOR 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, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.

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

b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR 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.

c. SURVEYOR 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 SURVEYOR does not transfer the records to CITY.

d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR 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.

e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If SURVEYOR 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.

g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally,

The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR 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. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, SURVEYOR, 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 SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR 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. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR 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.* SURVEYOR 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. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: _____

Title: Survey Manager

Date: 04/19/2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2022, by means of ☒ physical presence or ☐ online notarization, by FRANK LOPEZ as SURVEY MANAGER for SRMP, INC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

BRENDA S IVESTER
Notary Public - State of Florida
Commission # GG 257489
My Comm. Expires Sep 11, 2022
Bonded through National Notary Assn.

Notary: Brenda S. Ivester
Print Name: BRENDA S. IVESTER
My Commission Expires: 9/11/2022

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Date: 5/17/2022

ATTEST:

Linda S Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM

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)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

Exhibit "A"
Effective February 8, 2021

Administrative/Office Support	Rate
Administrative Support I	$55.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Senior Administrative Support	$115.00
Senior Administrative Supervisor	$120.00
Administrative Department Manager	$160.00
Reproduction Support	$60.00
Information Systems I	$95.00
Information Systems II	$105.00
Graphic Design	
Graphic Designer I	$55.00
Graphic Designer II	$75.00
Graphic Designer III	$120.00
Technical Writing	
Technical Writer I	$50.00
Technical Writer II	$65.00
Technical Writer III	$85.00
Engineering	
Engineering Technician I	$55.00
Engineering Technician II	$65.00
Engineering Technician III	$70.00
Engineering Technician IV	$80.00
Engineering Technician V	$90.00
Engineer I *(Graduate Eng.)*	$90.00
Engineer II	$95.00
Engineer III	$100.00
Engineer IV	$105.00
Engineer V (P.E.) *(Registered Eng.)*	$120.00
Engineer VI (P.E.)	$135.00
Engineer VII (P.E.)	$150.00
Engineer VIII (P.E.)	$170.00
Chief Engineer I (P.E.) *(20+ yrs)*	$190.00
Chief Engineer II (P.E.) *(20+ yrs)*	$250.00
Environmental	
Environmental Scientist I	$70.00
Environmental Scientist II	$90.00
Environmental Scientist III	$110.00
Chief Environmental Scientist	$125.00
Senior Ecologist	$160.00
GIS	
GIS Technician	$65.00
GIS Analyst I	$75.00
GIS Analyst II	$90.00
GIS Analyst III	$125.00
GIS Senior Project Manager	$180.00
CEI	
Inspector I	$62.00
Inspector II	$76.00
Senior Inspector I	$90.00
Senior Inspector II	$106.00
Specialist (Materials, Contract, IT, etc.)	$120.00
Project Administrator I	$135.00
Inspection Manager/Proj. Admin II	$170.00
Resident Engineer	$195.00
NBIS - Bridge Inspection	
NBIS Engineer	$200.00
NBIS Team Leader	$155.00
NBIS Team Member	$80.00

Expert Witness	Rate
Expert Witness Research	$145.00
Expert Witness Testimony	$250.00
Public Relations	
Public Relations I	$95.00
Geomatics / Survey & Mapping	
2-Person Survey Crew	$165.00
3-Person Survey Crew	$200.00
4-Person Survey Crew	$255.00
Survey CADD / Technician	$95.00
Surveyor in Training / Technician II	$105.00
Surveyor in Training / Technician III	$110.00
Professional Surveyor & Mapper *(Registered Surv)*	$145.00
Surveyor Project Manager	$175.00
Senior Professional Survey & Mapper	$220.00
Chief Surveyor & Mapper	$245.00
Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	$140.00
Unmanned Autonomous System (UAS) Technician	$85.00
Unmanned Autonomous System (UAS) Lidar Unit	$1,500.00
Static Terrestrial Lidar	
3 Person Crew	$180.00
4 Person Crew	$220.00
5 Person Crew	$285.00
Mobile LIDAR Unit / Daily Rate	$4,500.00
Ground Penetrating Radar (GPR) Services	
GPR Technician Crew	$120.00
2-Person GPR/Concrete Imaging Crew	$185.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate	$120.00
2-Person Utility Designate/Locate Crew	$185.00
3-Person Vacuum Excavation S.U.E. Crew	$240.00
4-Person Vacuum Excavation S.U.E. Crew	$285.00
S.U.E. Project Manager	$145.00
Utility Locate Technician	$100.00
Senior SUE Tech	$120.00
Planning	
Planner I	$75.00
Planner II	$85.00
Planner III	$100.00
Planner IV	$115.00
Senior Planner I	$125.00
Senior Planner II	$140.00
Senior Planner III	$165.00
Designers	
Designer I	$100.00
Designer II	$110.00
Designer III	$120.00
Designer IV	$130.00
Designer V	$140.00
Management	
Project Manager I	$95.00
Project Manager II	$100.00
Project Manager III	$110.00
Senior Project Manager I *($100k +)*	$150.00
Senior Project Manager II	$180.00
Senior Project Manager III	$200.00
Senior Project Manager IV	$275.00
Supervising Engineer	$180.00
Department Managers I	$190.00
Department Managers II	$220.00
Division Managers I	$240.00
Division Managers II	$285.00
Principals	$360.00

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

DRMP, INC.

PRINCIPALS
Lawrence L. Smith, Jr
Donaldson K. Barton, Jr
Glenn J. Lusink
Mark D. Prochak
Mark E. Puckett

DRMP

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

April 19, 2022

DRMP Job #:22-0111.0mk

KEY PERSONNEL

Vice President-in-Charge	Joseph Di Benedetto, PLS
Project Manager	Frank Lopez, PSM
QA/QC	Tegan Desmond, PSM
Right-of-Way Mapping/Design Survey	Bobby Paulk, PSM
Subsurface Utility Engineering/Design Survey	Gabriel Colon-Rivera, PSM
Aerial/Mobile LiDAR/UAS	Brent Bass, PE
Geographic Information Systems	John Gilreath, GISP
Utility Coordination	Merissa Erickson
Title Search	Robin Derr

Subconsultants

1. American Governments Services Corporation, Inc. (Tammy Mehl)
2. On Point Surveying, Inc. (Douglas Negron)

OFFICES
Asheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
DeLand, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
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FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND HANSON WALTER & ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS FIRST EXTENSION of the Agreement is made this ___ day of _____, 2025, by and between HANSON WALTER & ASSOCIATES, INC., located at 8 Broadway Avenue, Suite 100, Kissimmee, FL 34741, hereinafter referred to as the "Surveyor", and the CITY OF KISSIMMEE, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "City". The Surveyor and the City are collectively referred to as the “Parties.”

WHEREAS, the City advertised RFQ 2022-003 titled “Continuing Contract for Surveying Services” and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, as a result of that process, the City and Hanson Walter & Associates, Inc. entered into an agreement dated April 15, 2022, for the provision of professional surveying services (the “Original Agreement”), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Original Agreement provides for an initial three-year term with the option of two additional one-year extensions; and

WHEREAS, the Original Agreement is currently set to expire on May 17, 2025; and

WHEREAS, the City has determined that the services and performance of the Surveyor have met expectations and support the continued goals of the City; and

WHEREAS, the Parties mutually desire to exercise the first one-year extension option, thereby extending the Agreement until May 17, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. Agreement Continued. Except as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and reaffirmed by the Parties.
3. Term Extension. The Parties agree to exercise the first one-year extension period as permitted under the Original Agreement, thereby extending the term through May 17, 2026.
4. Scope and Fee Schedule. There are no changes to the scope of work or fee schedule from the Original Agreement, unless otherwise stated in Exhibit A to this First Extension.

5. Effective Date. This First Extension shall be effective upon full execution by the Parties and shall extend the term of the Agreement through May 17, 2026.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives.

HANSON WALTER & ASSOCIATES, INC.

By: _____

Print Name: John Hughes

Title: Vice President

Date: 4/23/2025

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 23rd day of April, 2025, by means of ☒ physical presence or ☐ online notarization by John Hughes, as Vice President of HANSON WALTER & ASSOCIATES, INC., a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Notary Signature: Melissa A Wilken

Print Name: Melissa A. Wilken

My Commission Expires: 5/3/2027 (Seal)

MELISSA A. WILKEN
MY COMMISSION # HH 348242
EXPIRES: May 3, 2027

CITY OF KISSIMMEE:

By: _____

Print Name: _____

Title: Mayor-Commissioner

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: City Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____

Print Name: _____

Title: City Attorney

Date: _____

EXHIBIT A

Revised Scope of Work and/or Fee Schedule

The following documents are attached hereto and incorporated into this First Extension to reflect updates to the Original Agreement:

Revised 2025 Fee Schedule – as provided by Hanson Walter & Associates, Inc.; replaces Exhibit C of the Original Agreement and applies to task orders issued under this First Extension.

Updated Key Personnel List – as provided by Hanson Walter & Associates, Inc.; replaces Exhibit E of the Original Agreement.

All other terms, conditions, and scope of services set forth in the Original Agreement remain unchanged.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES- 2025
for
THE CITY OF KISSIMMEE

Professional Surveying Services

Principal Surveyor (PSM)	$200.00 /hour
Associate Surveyor (PSM)	$175.00 /hour
Survey Technician	$ 140.00 /hour
Drafting Technician	$ 125.00 /hour
Field Crew (GPS)	$175.00 /hour
Field Crew (3-man)	$175.00 /hour
Field Crew (2-man)	$175.00 /hour
Field Crew (1-man w/truck)	$175.00 /hour

Clerical/Production/Expenses

Secretarial Services	$ 75.00 /hour
Prints (24" x 36" / 30" x 42" Blueprint or Copy)	$ 2 / $3 /each
Copies (8.5" x 11")	$ 0.25 /each
Copies (8.5" x 14")	$ 0.35 /each
Copies (11" x 17")	$ 1.00 /each
Expert Witness –	2.5 times hourly rate

The hourly rate(s) for other professional services, required by the use of subconsultants, will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants are required to provide the same level of detail in their proposals as described in this contract.

HWA HANSON. WALTER & ASSOCIATES. INC.
PROFESSIONAL ENGINEERING. SURVEYING & PLANNING
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

EXHIBIT E

KEY PERSONAL

John Hughes, P.S.M

Danny Tangonan- Drafter

Robert Cook – Drafter

Cody Grno- Crew Chief

Josh Shontz- Crew Chief

Ryan Catlett – Crew Chief

EXHIBIT B

Original Agreement

The following pages contain the Original Agreement, which is incorporated by reference into this First Extension.

AGREEMENT BETWEEN CITY OF KISSIMMEE AND HANSON, WALTER & ASSOCIATES, INC FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **Hanson, Walter & Associates, Inc** whose address is **8 Broadway Suite 104, Kissimmee, FL 34741**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **Hanson, Walter & Associates, Inc** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.

3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE
The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**
The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or

8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or

8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY SURVEYOR FOR CAUSE**
The SURVEYOR may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's

Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. 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.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.

12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR 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. The 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 the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The SURVEYOR shall maintain and allow access to the records required under this Section 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 as may have been exercised under Section 8.0 herein.

13.3 SURVEYOR 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, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.

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

b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR 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.

c. SURVEYOR 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 SURVEYOR does not transfer the records to CITY.

d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR 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.

e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If SURVEYOR 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.

g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of

any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR 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. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, SURVEYOR, 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 SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR 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. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR 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.* SURVEYOR 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. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: _____

Title: VICE-PRESIDENT

Date: 4-18-22

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 18th day of April, 2022, by means of ☒ physical presence or ☐ online notarization, by Randy Hanson as Vice President for Hanson Walter Associates, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

MELISSA A. WILKEN
Notary Public - State of Florida
Commission # GG 317545
My Comm. Expires May 3, 2023
Bonded through National Notary Assn.

Notary: Melissa A Wilken
Print Name: Melissa A. Wilken
My Commission Expires: 5/3/2023

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: 5/17/2022

ATTEST:

Linda S Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM

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)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Engineer: _____ City Engineer (Signature)

Approved By: - - - _____ Director, PW&E (Signature)

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES
for
THE CITY OF KISSIMMEE

Professional Surveying Services

Principal Surveyor (PSM)	$150.00 /hour
Associate Surveyor (PSM)	$125.00 /hour
CADD Surveyor (PSM)	$125.00 /hour
Survey Technician	$ 85.00 /hour
Drafting Technician	$ 85.00 /hour
Field Crew (GPS)	$155.00 /hour
Field Crew (3-man)	$155.00 /hour
Field Crew (2-man)	$145.00 /hour
Field Crew (1-man w/truck)	$125.00 /hour

Clerical/Production/Expenses

Secretarial Services	$ 42.00 /hour
Prints (24" x 36" / 30" x 42" Blueprint or Copy)	$ 2 / $3 /each
Copies (8.5" x 11")	$ 0.25 /each
Copies (8.5" x 14")	$ 0.35 /each
Copies (11" x 17")	$ 1.00 /each
Expert Witness –	2.5 times hourly rate

The hourly rate(s) for other professional services, required by the use of subconsultants, will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants are required to provide the same level of detail in their proposals as described in this contract.

HANSON. WALTER & ASSOCIATES. INC.
PROFESSIONAL ENGINEERING. SURVEYING & PLANNING
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E

KEY PERSONNEL

Randy Hanson, PSM

John Hughes, PSM

Danny Tangonan- Drafter

Robert Cook – Drafter

Cody Grno- Crew Chief

Josh Shontz- Crew Chief

Ryan Catlett- Crew Chief

FIRST EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND KPM FRANKLIN, INC. FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS FIRST EXTENSION of the Agreement is made this ___ day of _____, 2025, by and between KPM FRANKLIN, INC., located at 1012 Emmett St, Suite A, Kissimmee, FL 34741, hereinafter referred to as the "Surveyor", and the CITY OF KISSIMMEE, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "City". The Surveyor and the City are collectively referred to as the “Parties.”

WHEREAS, the City advertised RFQ 2022-003 titled “Continuing Contract for Surveying Services” and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, as a result of that process, the City and KPM Franklin, Inc. entered into an agreement dated April 15, 2022, for the provision of professional surveying services (the “Original Agreement”), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Original Agreement provides for an initial three-year term with the option of two additional one-year extensions; and

WHEREAS, the Original Agreement is currently set to expire on May 17, 2025; and

WHEREAS, the City has determined that the services and performance of the Surveyor have met expectations and support the continued goals of the City; and

WHEREAS, the Parties mutually desire to exercise the first one-year extension option, thereby extending the Agreement until May 17, 2026.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for 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 by reference.
2. Agreement Continued. Except as expressly modified herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified and reaffirmed by the Parties.
3. Term Extension. The Parties agree to exercise the first one-year extension period as permitted under the Original Agreement, thereby extending the term through May 17, 2026.

4. Scope and Fee Schedule. There are no changes to the scope of work or fee schedule from the Original Agreement, unless otherwise stated in Exhibit A to this First Extension.

5. Effective Date. This First Extension shall be effective upon full execution by the Parties and shall extend the term of the Agreement through May 17, 2026.

IN WITNESS WHEREOF, the Parties have caused this First Extension to be executed by their duly authorized representatives.

KPM FRANKLIN, INC.

By: John Pulice

Print Name: JOHN PULICE

Title: VICE PRESIDENT

Date: 4/25/2025

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 25 day of April, 2025, by means of ☒ physical presence or ☐ online notarization by John Pulice, as Vice President of KPM FRANKLIN, INC., a Florida corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Notary Signature: Mariah DeBarros

Print Name: Mariah DeBarros

My Commission Expires: 11/7/25 (Seal)

MARIAH DEBARROS
Notary Public - State of Florida
Commission # HH 196013
My Comm. Expires Nov 7, 2025
Bonded through National Notary Assn.

CITY OF KISSIMMEE:

By: _____

Print Name: _____

Title: Mayor-Commissioner

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: City Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____

Print Name: _____

Title: City Attorney

Date: _____

EXHIBIT A

Revised Scope of Work and/or Fee Schedule

There are no changes to the scope of work or fee schedule from the Original Agreement. This First Extension continues under the terms of the original scope and fee schedule.

EXHIBIT B

Original Agreement

The following pages contain the Original Agreement, which is incorporated by reference into this First Extension.

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND KPM FRANKLIN
FOR CONTINUING PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into this **15 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the **"CITY"** and **KPM Franklin** whose address is **1012 Emmett St Suite A Kissimmee, FL 34741**, hereinafter "SURVEYOR" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-003, titled "Continuing Contract for Surveying Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **KPM Franklin** is qualified to provide the services and desires to award a continuing services contract to SURVEYOR consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The SURVEYOR shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the SURVEYOR, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the SURVEYOR has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the SURVEYOR desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The SURVEYOR acknowledges that the CITY has retained other SURVEYORs and that coordination between said SURVEYORs and the SURVEYOR may be necessary from time to time for the successful completion of the Assignments. The SURVEYOR agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The SURVEYOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the SURVEYOR shall be

governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and SURVEYOR mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the SURVEYOR during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The SURVEYOR shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the SURVEYOR shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The SURVEYOR agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the SURVEYOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the SURVEYOR describing the services desired and providing a basis for compensation to the SURVEYOR.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the SURVEYOR agree that there may be certain additional services required to be performed by the SURVEYOR during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the SURVEYOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the SURVEYOR:

3.1 Furnish the SURVEYOR with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the SURVEYOR for the performance of the Assignment. All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the SURVEYOR.

3.2 Make CITY personnel available where required and necessary to assist the SURVEYOR. The availability and necessity of said personnel to assist the SURVEYOR shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the SURVEYOR to enter upon public lands and assist the SURVEYOR in gaining access to private lands as required for the SURVEYOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the SURVEYOR and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the SURVEYOR's services, or become aware of any issue or changes necessary to the work of the SURVEYOR.

3.7 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay SURVEYOR for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and SURVEYOR, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the SURVEYOR responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the SURVEYOR and SURVEYOR'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the SURVEYOR engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the SURVEYOR'S services and for reimbursable expenses shall be made monthly upon presentation of the SURVEYOR'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The SURVEYOR will be notified of any questionable items contained in invoices submitted by the SURVEYOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the SURVEYOR's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the SURVEYOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the SURVEYOR employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the SURVEYOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the SURVEYOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the SURVEYOR, the SURVEYOR may be entitled to additional compensation. The additional compensation shall be requested by the SURVEYOR on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 **WORK COMMENCEMENT**

The SURVEYOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 **IMPLEMENTATION SCHEDULE**

The SURVEYOR and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the SURVEYOR is delayed due to no fault of the SURVEYOR, which delays the completion of any Addendum of the Assignment, the SURVEYOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the SURVEYOR will be negotiated to the mutual agreement of the CITY and the SURVEYOR in the event such delay causes any Addendum's costs to increase for reasons beyond the SURVEYOR's control.

5.3 **TIME FOR COMPLETION**

The provisions of this Agreement and the various rates of compensation for SURVEYOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 **GENERAL**

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the SURVEYOR and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the SURVEYOR;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the SURVEYOR whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the SURVEYOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

SURVEYOR:

SECTION 7. CHANGES IN SCOPE

The CITY or the SURVEYOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of SURVEYOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the SURVEYOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the SURVEYOR as a direct result of the SURVEYOR's failure to perform; or

8.1.2 The quality of the services performed by the SURVEYOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The SURVEYOR or any employee or agent of the SURVEYOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the SURVEYOR, or

8.1.4 The SURVEYOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The SURVEYOR violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the SURVEYOR requesting that the SURVEYOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the SURVEYOR of said show cause notice, the CITY may consider the SURVEYOR to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY SURVEYOR FOR CAUSE**

The SURVEYOR may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the SURVEYOR in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the SURVEYOR may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the SURVEYOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the SURVEYOR may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the SURVEYOR of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the SURVEYOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the SURVEYOR. No amount shall be allowed for anticipated profit on unperformed services or other work. 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.

8.5 ACTION FOLLOWING TERMINATION

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the SURVEYOR, the SURVEYOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the SURVEYOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

8.6.1 The performance of the SURVEYOR's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the SURVEYOR's services hereunder, the CITY shall so notify the SURVEYOR in writing, such suspension becoming effective upon the date of its receipt by the SURVEYOR, and the CITY shall promptly pay to the SURVEYOR all fees which have become due and payable to the SURVEYOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the SURVEYOR for the suspended services unless and until the CITY notifies the SURVEYOR that the services of the SURVEYOR called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the SURVEYOR's services hereunder are to be resumed, the SURVEYOR shall complete the services of the SURVEYOR called for in this Agreement and the SURVEYOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the SURVEYOR under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the SURVEYOR under this Agreement unless and until the SURVEYOR has attained that state of work where the same would be due and payable to the SURVEYOR under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the SURVEYOR's services under any Addendum of this Agreement exceeds sixty (60) days, then the SURVEYOR and the CITY shall, upon request of the SURVEYOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the SURVEYOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the SURVEYOR for the balance of the services to be performed hereunder. No increase in compensation to the SURVEYOR shall be allowed unless it is based upon clear and convincing evidence of an increase in the SURVEYOR's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The SURVEYOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the SURVEYOR's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty(30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The SURVEYOR will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The SURVEYOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The SURVEYOR will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of

$1,000,000 that protects the SURVEYOR.

Said Professional Liability Insurance shall provide for all sums which the SURVEYOR shall be obligated to pay as damages for claims arising out of the service performed by the SURVEYOR, or any person or subconsultant employed by the SURVEYOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the SURVEYOR under the scope of this Agreement including any amendment thereto.

9.2.5 The SURVEYOR shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the SURVEYOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The SURVEYOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the SURVEYOR's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the SURVEYOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the SURVEYOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the SURVEYOR. The SURVEYOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the SURVEYOR pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the SURVEYOR for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the SURVEYOR; and the CITY shall indemnify and hold harmless the SURVEYOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the SURVEYOR will entitle the SURVEYOR to further compensation at rates to be agreed upon by the CITY and the SURVEYOR.

Any documents given to or prepared or assembled by the SURVEYOR and its subconsultants under this

Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The SURVEYOR may maintain copies of all work performed under this Agreement for the CITY.

The SURVEYOR shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The SURVEYOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SURVEYOR, to solicit or secure this Agreement and that the SURVEYOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the SURVEYOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The SURVEYOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The SURVEYOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the SURVEYOR, or any interest in property which the SURVEYOR may have. The SURVEYOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the SURVEYOR to remove any employee or representative of the SURVEYOR from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the SURVEYOR in writing of the CITY's objections prior to the SURVEYOR's removal of any employee or representative.

12.5 The SURVEYOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The SURVEYOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The SURVEYOR 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. The 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 the SURVEYOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The SURVEYOR shall maintain and allow access to the records required under this Section 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 as may have been

exercised under Section 8.0 herein.

13.3 SURVEYOR 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, SURVEYOR shall keep and maintain public records required by the CITY to perform the service.

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

b. If CITY's Custodian of Records requests records from SURVEYOR, SURVEYOR 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.

c. SURVEYOR 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 SURVEYOR does not transfer the records to CITY.

d. Upon completion of the contract, SURVEYOR shall transfer, at no cost, to CITY all public records in possession of SURVEYOR or keep and maintain public records required by CITY to perform the service. If SURVEYOR transfers all public records to CITY upon completion of the Agreement, SURVEYOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SURVEYOR keeps and maintains public records upon completion of the Agreement, SURVEYOR 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.

e. Upon notice to SURVEYOR of a request to inspect or copy public records relating to CITY's agreement for services, SURVEYOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If SURVEYOR 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.

g. If the SURVEYOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the SURVEYOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally,

The SURVEYOR shall perform its services in accordance with the professional standard of care. The standard of care applicable to SURVEYOR's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the SURVEYOR's performance of services, and it is agreed that the SURVEYOR is not a fiduciary with respect to the CITY.

14.2 The SURVEYOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the SURVEYOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The SURVEYOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the SURVEYOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The SURVEYOR agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the SURVEYOR and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the SURVEYOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF SURVEYOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., SURVEYOR 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. SURVEYOR shall require each of its subcontractors to provide SURVEYOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SURVEYOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, SURVEYOR, 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 SURVEYOR otherwise complied, shall promptly notify SURVEYOR and SURVEYOR 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. SURVEYOR acknowledges that upon termination of this Agreement by the City for a violation of this section by SURVEYOR, SURVEYOR may not be awarded a public contract for at least one (1) year. SURVEYOR further acknowledges that SURVEYOR 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.* SURVEYOR 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. SURVEYOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the SURVEYOR have executed this Agreement to become effective on the day and year first written above.

By: John Pulice JOHN PULICE

Title: VICE PRESIDENT

Date: 4-18-2022

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2022, by means of ☑ physical presence or ☐ online notarization, by JOHN PULICE as VICE PRESIDENT for KPMFRANKLIN, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:
John J. Carver, III
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG968418
Expires 4/25/2024

Notary:
Print Name: JOHN J. CARVER III
My Commission Expires: 4/25/24

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Date: 5/17/2022

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the SURVEYOR will provide a range of professional services of road, sanitary sewer, water line and drainage projects. The services required include, but are not limited to, right-of-way surveys, utility location, topographic and boundary surveys, as well as construction staking. The services preferred include GPS, GPR, GIS, LIDAR, and aerial photography. The work will be performed for the Public Works & Engineering Department.

EXHIBIT B
WORK ORDER FORM

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)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS

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Kissimmee, FL 34741
(407) 846-1216
www.kpmfranklin.com

Exhibit B - Professional Services Fee Schedule

Administrative / Office Support	
Administrative Support I	$50.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Administrative Support V	$100.00
Engineering	
Engineering Technician I	$50.00
Engineering Technician II	$60.00
Engineering Technician III	$75.00
Engineering Technician IV	$90.00
Engineering Technician V	$100.00
Engineering Technician VI	$120.00
Engineering Technician VII	$135.00
Engineering Technician VIII	$150.00
Engineer I	$95.00
Engineer II	$105.00
Engineer III	$120.00
Engineer IV	$130.00
Engineer V	$150.00
Engineer VI	$160.00
Engineer VII	$175.00
Engineer VIII	$190.00
Engineer IX	$210.00
Engineer X	$225.00
Planning and Landscape Architecture	
Landscape Designer	$100.00
Landscape Architect	$135.00
Senior Landscape Architect	$160.00

Survey	
Surveying Technician I	$50.00
Surveying Technician II	$65.00
Surveying Technician III	$80.00
Surveying Technician IV	$100.00
Surveying Technician V	$115.00
Surveying Technician VI	$125.00
Surveyor I	$95.00
Surveyor II	$105.00
Surveyor III	$115.00
Surveyor IV	$135.00
Surveyor V	$155.00
Surveyor VI	$165.00
1-Man Survey Crew	$110.00
2-Man Survey Crew	$145.00
3-Man Survey Crew	$185.00
4-Man Survey Crew	$230.00
UAV Photometric	$175.00
UAV Lidar	$215.00
Management	
Project Manager I	$110.00
Project Manager II	$130.00
Project Manager III	$160.00
Project Manager IV	$200.00
Department Manager	$225.00
Division Manager	$255.00
Principal	$275.00
Expert Witness	
Expert Witness Testimony	$250.00

Identifiable out of pocket expense and other reimbursables will be billed at cost, without a markup.

Effective January 1, 2021, subject to review and revisions

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The SURVEYOR shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the SURVEYOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

"Jay" John Pulice, PSM
Principal, VP, Director of Survey Operations
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ITEM 7.L
State Housing Initiatives Partnership (SHIP) Roof Replacement Agreement for 3446 Fox Crossing Drive, Kissimmee, FL 34741

Request

Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement, Contract #20240038 with Habitat for Humanity of Greater Orlando and Osceola County and Helen S. Gorman.

Explanation

The homeowner of the property located at 3446 Fox Crossing Drive, Helen S. Gorman, applied and qualified to participate in the Roof Replacement Program to fix her home. Habitat for Humanity of Greater Orlando and Osceola County, which is one of the City's partners in this program, did an assessment to perform the roof replacement services and has agreed to do the work for an amount not to exceed $18,158. An additional $1,500 will be added to that amount to pay for closing costs. Thus, the amount of the mortgage lien that will be placed on the property is $19,658. The mortgage requires an affordability period of 5 years from the date of execution of the mortgage and the note. The project will be constructed with SHIP funds.

If the final cost of the work exceeds $19,658, the mortgage will be modified to reflect the higher cost. Per the Local Housing Assistance Plan (LHAP), the maximum amount of assistance is $30,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225108 508282 11225103 503434	SHIP2023 SHIP2023	Decrease Increase	$19,658 $19,658	 $19,658

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant funded project.

Recommendation

Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement with Habitat for Humanity of Greater Orlando and Osceola County and Helen S. Gorman.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) SHIP Roof Replacement Agreeement Habitat-3446 Fox Crossing

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
OWNER OCCUPIED REHABILITATION AGREEMENT
(Roof Repair)

THIS AGREEMENT is made on _____2025 between **HELEN S. GORMAN** at **3446 Fox Crossing Drive, Kissimmee, Florida 34741**, (the "**OWNER**"), and Habitat for Humanity of Greater Orlando a Florida corporation whose address is 4116 Silver Star Road, Orlando, FL 32808 ("**HABITAT**"), and the City of Kissimmee (the "**CITY**"), a Florida municipal corporation whose address is 101 Church Street Kissimmee, Florida 34741.

WITNESSETH:

WHEREAS, CITY adopted the Local Housing Assistance Plan (LHAP) and participates in the State Housing Initiatives Program (SHIP) as well as other federal, state and local funding programs to make affordable housing available to very low-income and low income residents of the **CITY**; and

WHEREAS, CITY can provide grants to qualified homeowners to make particular home repairs; and

WHEREAS, OWNER applied for financial assistance for the substantial rehabilitation of her primary residence through the **CITY**'s SHIP Program (the "Project"); and

WHEREAS, **OWNER** desires to engage **HABITAT** to perform certain work at **3446 Fox Crossing Drive, Kissimmee, Florida 34741,** (the "Property"); and

WHEREAS, OWNER desires to utilize all services provided by the **CITY** in connection with said Project; and

NOW THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Employment of Contractors: OWNER hereby engages **HABITAT** to perform the services and supply the materials (sometimes referred to as "work") set forth in this Agreement and the Exhibits described in Section 2 below.

Section 2. Scope of Services: It is understood that except as otherwise specifically stated in this Agreement, **HABITAT** shall provide and pay for all materials, labor, tools, equipment, transportation, superintendents and construction labor of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the term of this Agreement. Further responsibilities associated with the Project are elaborated in the Scope of Work, attached hereto and incorporated herein as Exhibit "A". The Parties to this Agreement acknowledge and hereby agree to comply with the provisions of the following Exhibits attached hereto, all of which are made a part of this Agreement.

HABITAT, **OWNERS**, and **CITY** agree to:

1. Scope of Work – Exhibit "A"

OWNERS and **CITY** agree to:

2. Mortgage Deed – Exhibit "B"
3. Promissory Note – Exhibit "C"

Section 3. Certification: OWNER hereby certifies that she received, read, and

understands the rehabilitation contract terms, the Scope of Work, the general rehabilitation and construction process, and the services to be offered and performed on the Property.

Section 4. OWNER Responsibilities:

a. **OWNER** shall grant access to the Property during normal business hours to all parties involved in the rehabilitation process, including **HABITAT**, anyone hired by **HABITAT** to perform services, and the **CITY**. **HABITAT** shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process. **OWNER** is required to move out of the Property and remove all personal items and pets in or associated with the location site throughout the duration of construction and until **HABITAT** deems the property safe for occupancy.
Failure to allow **HABITAT** access may result in termination of this Agreement and require repayment by the **OWNER** of all funds advanced to **HABITAT** on the **OWNER**'s behalf and any additional damages **HABITAT** seeks from the **OWNER** and/or the **CITY**.

b. **OWNER** shall provide **HABITAT** the use of power and water as needed to complete the repairs at no cost to **HABITAT** or **CITY**.

c. **OWNER** shall be responsible for moving all personal possessions from the areas where work will be completed at minimum 48 hours prior to work commencing. Work will not commence until all personal property, inhabitants and vehicles have been removed from the Property. Neither **HABITAT** nor the **CITY** shall be responsible for any damage caused to **OWNER's** personal property resulting from **OWNERs**' failure to remove same from the Property. **HABITAT** shall provide **OWNERS** with a portable onsite storage container for safekeeping of belongings during construction. **CITY** and **HABITAT** are not responsible for any damage that may occur to **OWNER**'s personal property due to the use of a portable onsite storage container.

d. Before any repair work begins on the Property, **OWNER** shall participate in a walk-through with a representative from the **CITY** and **HABITAT** to determine:

1. Final assessment of work that will be done at the Property;
2. Contractor's work schedule at the Property;
3. Specifications, materials, and methods that will be used to perform the work; and
4. Removal of debris and surplus material from the Property.

e. **OWNER** shall sign, post, and record with the Clerk of the Circuit Court and post a Notice of Commencement as required by Fla.Stat. § 713.13 before any work under this Agreement commences.

f. **OWNER** shall cooperate with **CITY** and **HABITAT** to achieve the goals and objectives set out in this Agreement.

Section 5. CITY Responsibilities:

a. **CITY**'s duties under this Agreement are limited to approving the Scope of Work to be performed, providing final approval of the completed work, and rendering direct payment to **HABITAT** for the agreed upon repairs.

b. **CITY** represents that as of the date of this Agreement it has sufficient SHIP funds available to make payment for the repair work in the actual amount invoiced up to but not to exceed **Eighteen Thousand One Hundred Fifty-Eight Dollars and 00/100 Cents ($18,158.00)** and that it will retain said funds to pay for the agreed upon repair to **OWNERS'** principal residence.

CITY shall charge **OWNER** an additional **One Thousand Five Hundred Dollars and 00/100 Cents ($1,500.00)** to pay for closing costs. This amount is only an estimate and it may be adjusted in the total mortgage when the work is completed. The amount of encumbered funds for this Project is anticipated to total **Nineteen Thousand Six Hundred Fifty-Eight Dollars and 00/100 Cents ($19,658.00)**

c. **CITY** shall not be responsible for any cost overruns in excess of the **Eighteen Thousand One Hundred Fifty-Eight Dollars and 00/100 Cents ($18,158.00)** stated in subsection (b) above or for any work not expressly approved by **CITY** as set forth in Exhibit "A". **HABITAT will be paid directly by the CITY for the completed work**.

d. **CITY** shall cooperate with **OWNER** to achieve the goals and objectives set forth in Exhibit "A".

e. If work can not be completed by **June 30, 2025** or approximately **60** days from issuance of the first **CITY** permit, City will seek an extension for the use of the funds from the Florida Housing Finance Corporation and, if granted, an amendment to this Agreement will be initiated.

Section 6. HABITAT's Responsibilities:

a. **HABITAT** agrees to protect, defend, and indemnify the **CITY** from any claims for work, labor, or materials with respect to the **HABITAT**'s performance. Final payment shall not be due until **HABITAT** has delivered to **CITY** a complete release of all liens or a conditional release indicating balances owed and indemnifying the **CITY** from any further claims by any person for work completed, arising from, or related to, the **HABITAT** 's performance.

b. Work and Completion Time: **HABITAT** agrees to direct, supervise and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain all applicable licenses, providing for the exclusion applicable to **HABITAT** pursuant to Fla. Stat. § 489.103(18), and co-ordinate other services for the proper rehabilitation of the Property. All work shall be satisfactorily completed after the Notice to Proceed is received. All work shall be completed in a workmanlike manner according to standard practices. The estimated completion date for this project is on or about **June 30, 2025**, or approximately **60** days from issuance of the first **CITY** permit.

c. Time of Commencement: **HABITAT shall not commence any work** until the **CITY** issues the written Notice to Proceed. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.

d. Contractor's Insurance: **HABITAT** shall be responsible for all damages to persons or property that occur on the job site or adjacent thereto as a result of the **HABITAT**'s fault or negligence in connection with this Agreement. **HABITAT** shall, prior to commencing work, furnish evidence to the **CITY** of required comprehensive liability insurance in an amount not less than $1,000,000.00 **CITY** as an additional insured.

e. Subcontracts: All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work on the Project, but this shall not relieve **HABITAT** from any responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and **HABITAT** shall not be released from any responsibility resulting from all sub-contractual agreements between **HABITAT** and a third party for completion of the work. **HABITAT** shall be required to furnish to **OWNER** and **CITY**, in writing, a list of names of all subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

f. **HABITAT** shall conduct, supervise, and direct the work using **HABITAT** 's best skills and attention without interruption or interference.

g. **HABITAT** shall provide **OWNER** and **CITY** with evidence that **HABITAT** has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate local building inspectors.

h. **HABITAT** shall not employ any unfit or underage person or anyone not skilled in the task assigned to them.

i. **HABITAT** shall not assign this Agreement without the express written consent of the **OWNERS** and **CITY**.

j. **HABITAT** shall be responsible for the acts and omissions of its contractors, agents and employees, and all subcontractors, their agents and employees, and all other persons performing any of the work on the above-described Project under this Agreement or as provided for in any approved change order.

k. **HABITAT** shall keep the premises free from the accumulation of waste materials or rubbish caused by **HABITAT**'s work on a daily basis. All waste materials and debris from the rehabilitation shall be in an area outside, designated by **OWNER** at the pre-construction conference or otherwise in writing and be removed upon completion of the work.

l. **HABITAT** shall permit the appropriate **CITY** employees to examine and inspect the work performed pursuant to this Agreement at any reasonable time and in any reasonable manner.

m. **HABITAT** shall be liable for any inspection or re-inspection fees.

n. **HABITAT** shall obtain the **OWNER**'s approval of all finish material, products and colors as described in Exhibit "A" to be used in this rehabilitation. All colors chosen by the **OWNER** and **HABITAT** shall be of a neutral color.

Section 7. Subcontracting: HABITAT shall not be required to employ any subcontractors against whom it has a reasonable objection. **HABITAT** agrees that it is as fully responsible to **OWNER** for the acts and omissions other subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of itself or of any persons directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the **OWNER** or the **CITY**.

Section 8. Equal Employment Opportunity: During the performance of this Agreement, **HABITAT** agrees as follows: (1) **HABITAT** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender or sexual orientation. **HABITAT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, gender or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. **HABITAT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **CITY** setting forth the provisions of this nondiscrimination clause; (2) **HABITAT** will, in all solicitations or advertisements for employees placed by or on behalf of **HABITAT**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, gender or sexual orientation; (3) In the event of **HABITAT** 's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and **HABITAT** may be declared ineligible for further entering into contracts with the **CITY** in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 9. Time for Performance: All work to be performed by **HABITAT** is estimated to be completed by **June 30, 2025** or approximately **60** days from issuance of the first **CITY** permit. If **HABITAT** refuses or fails to perform the work, the CITY may, by written notice to **HABITAT**, terminate its right to proceed with the remainder of work under Exhibit "A" that has not yet been initiated or completed. In such event, **OWNER** may take over the work to complete performance of this

Agreement. If **HABITAT**'s right to proceed is terminated, **OWNER** and **HABITAT** shall defer to the terms of **HABITAT** and **OWNER's** Homeowner Repair Agreement.

Section 10. Changes: It is agreed by the Parties hereto that all changes mutually agreed upon shall be in writing and signed by the Parties.

Section 11. Lien on Property: OWNER acknowledges and understands that **CITY** shall place a mortgage lien upon his/her property. The lien amount shall equal the total cost of rehabilitation plus, at the discretion of the **CITY**, the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. In the event of any transfer, devise or change in ownership voluntarily or otherwise within **FIVE (5)** years from the date of executing the mortgage and note, the mortgage shall become due and payable.

Section 12. Mortgage Modification: In the event the final cost of rehabilitation exceeds the mortgage and note, **OWNERS** covenants and agrees to execute a Mortgage Modification Agreement for the final principal amount of assistance. Said Mortgage Modification Agreement shall be prepared by the **CITY** and recorded in the Public Records of Osceola County, Florida.

Section 13. Release of Liens: HABITAT shall submit to **OWNER** and **CITY** proof of payment of all potential liens and a release of all liens prior to final payment of the consideration set forth herein.

Section 14. Compensation: OWNER agrees to compensate **HABITAT** the actual amount invoiced up to but not exceeding **Eighteen Thousand One Hundred Fifty-Eight Dollars and 00/100 Cents ($18,158.00)** for the services and materials provided herein, which sum shall be disbursed by **CITY** on behalf of **OWNERS.**

Section 15. Methods of Payment: OWNER agrees to pay **HABITAT** in accordance with one of the following Options:

Option A. - Payment in full after final approval and acceptance of all the work by **CITY** and **OWNER**, for contracts of $5,000 or less.

Option B. - For contracts of more than $5,000, **HABITAT** may receive no more than three (3) partial payments for up to seventy-five percent (75%) of the Agreement amount with ten percent (10%) retention at each draw for completed work in place. No payment shall be made for stored materials. Progress payments shall be made by the **CITY** within 20 working days of receipt of an invoice for completed work acceptable to **OWNER** and **CITY**.

Final payment shall be made upon completion of all work to the satisfaction of **OWNER** and **CITY**, receipt of all required releases of liens from **HABITAT**, subcontractors, laborers and materialmen, evidence of the **CITY**'s Building Department's approval of work covered by permits, and an invoice from **HABITAT**. All invoices shall list and briefly describe items of work completed and show the cost of each item as reflected in the Scope of Work and change orders (if applicable). **HABITAT** shall also furnish **OWNER** with all manufacturers' and suppliers' guarantees and warranties covering materials and equipment furnished under this Agreement.

Section 16. Disputes: CITY shall, within a reasonable time, make decisions on all claims of **OWNER** or **HABITAT** and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement. **CITY**'s decisions on all matters related to this Agreement shall be final.

Section 17. Workmanship: The work provided hereunder by **HABITAT** shall be executed as indicated by the specifications, floor plans and drawings in the most sound and workmanlike

manner. All work shall be performed in accordance with applicable local codes. All materials shall be new unless otherwise expressly set forth in this Agreement. Until acceptance of the work by **OWNER, HABITAT** shall be responsible for all work and shall take every necessary precaution against injury or damage to the work. **HABITAT** shall rebuild, repair, restore and make good, at its own expense, all injuries or damages to any portion of the work occasioned by any natural causes before its completion and acceptance. Materials and equipment that have been removed and replaced as part of the work shall belong to **HABITAT** unless specifically retained by **OWNER**.

HABITAT shall be responsible for a general clean-up of the site after completion of the work. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing at the start of construction. Failure to comply fully with this requirement will result in withholding or delaying payment.

Section 18. Inspection of Work: **CITY** shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, **HABITAT** shall give **CITY** timely notice of its readiness for inspection, and if the inspection is to be made by another authority, the **CITY** shall promptly notify the other authority. If any work should be covered without approval or consent of the **CITY**, it must, if required by **CITY**, be uncovered for examination at **HABITAT** 's expense. If such work should be found not in accordance with this Agreement, including incorporated plans and specifications, **HABITAT** shall make the necessary corrections. If **OWNER** deems it inexpedient to require **HABITAT** to correct work harmed or not performed in accordance with this Agreement, an equitable deduction from the Agreement price shall be made. **OWNER** and/or **CITY** may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any previous payment to such extent as may be necessary to protect the **OWNER** from loss on account of defective work not remedied, claims filed, or responsible evidence indicating probable filing of claims, or failure of HABITAT to make proper payment to its subcontractors or for materials and labor.

Section 19. Defects After Completion: Neither the final payment nor any provision in this Agreement nor a partial or entire use or occupancy of the premises by **OWNER** shall constitute an acceptance of work not done in accordance with this Agreement or relieve **HABITAT** of liability in respect to any express warranties or responsibility for faulty materials or workmanship provided that the term of performance of this Agreement is not extended. **HABITAT** shall remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period of time is specified.

Section 20. Non-liability of the CITY: The rights of all contractors, subcontractors, sub-subcontractors, laborers, suppliers, and materialmen performing any work in connection with this Agreement, or furnishing any services, labor or materials thereto or to the Property, shall be subordinate and inferior to any rehabilitation lien(s) of the **CITY**. **CITY** shall not be liable to any materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the property or employed in the construction of any improvements thereon, or for any debts or claims accruing to any of said parties against **OWNER** or against the property; and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between **CITY** and any materialmen, contractors, subcontractors, sub-subcontractors, laborers, materialmen or any other persons supplying any work, labor or material. **OWNER** are not, and shall not be, the agent of the **CITY** for any purpose; nor shall **CITY** be the agent of the **OWNER** for any purpose, except, as to both, as may be specifically set forth herein. It is understood and agreed that no party shall be a third party beneficiary hereunder, except and unless it is specifically provided herein that any portion shall operate or inure to the use and benefit of a party, i.e., no subcontractor, sub-subcontractor or materialmen, laborer or supplier shall have any rights hereunder against **CITY**, or be entitled to the protection of any of the covenants herein contained, although such parties hereto shall be construed to create a partnership or joint venture between **OWNER** and **CITY** with respect to the funding provided by the **CITY**.

OWNER will not convey, encumber or impose a security interest on the property in any way without the consent of **CITY** (except for any lien in favor of the **CITY** and all advances made and to be made hereunder), except for those permissible conveyances made with the consent of the **CITY**, nor shall the **OWNER** assigns any rights under this Agreement or any advance or portion of any advance to be made hereunder without **CITY**'s prior written consent.

The authority herein conferred upon **CITY** and any action taken by **CITY** or **CITY** 's agents or employees in making inspection of the premises, procuring sworn statements and waivers of liens, approving contracts and subcontracts and approving plans and specifications, will be taken by **CITY** and its agents or employees for its own protection only, and neither **CITY** nor its agents or employees shall be deemed to have assumed any responsibility to **OWNER** or any contractor or any other person or entity with respect to any such action herein authorized or taken by them or with respect to the proper construction and equipping of the Project, performance of this Agreement by **OWNER** or prevention of claims for mechanics or materialmen's liens.

To the fullest extent permitted by law, **OWNER** hereby agrees to protect, indemnify, defend and hold harmless **CITY** and its agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by the **CITY**, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim, or damage is caused solely by any act, omission or willful negligence of the **CITY**, its agents and employees.

Section 21. PUBLIC RECORDS. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statues) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF HABITAT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, Tameara Crespo CITY CLERK.**

Section 22. Notice: Notices to be given by **OWNER** or **CITY** to **HABITAT** shall be considered given for the purpose of this Agreement if mailed by regular mail to **HABITAT.**

Section 23. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

A. GOVERNING LAWS AND REGULATIONS. The following laws and regulations apply to this Project:

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA).
- 24CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures (HUD).
- Lead Based Paint Poisoning and Prevention Act (42 U.S.C. 4822).
- Title X Lead-Based Paint Hazard Reduction Act of 1992.

B. APPLICABILITY - Renovations in pre-1978 housing must be compliant with the laws and regulations described in this Section.

C. LEAD BASED PAINT PROHIBITED - Neither **HABITAT** nor its subcontractors shall use or permit the use of lead-based paint in any home.

D. PROCEDURES - Notification, evaluation, reduction and on-going maintenance procedures shall be in accordance with the regulations. **HABITAT** is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level *above* 1.0 percent.

E. TREATMENT - All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint.

F. DEFINITIONS

(i) "Applicable surface." All intact and non-intact interior and exterior painted surfaces of a residential structure.

(ii) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm^2.

Section 2. Attorney's Fees and Costs: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including fees and costs on any appeals and in any bankruptcy actions.

ESTIMATED COMPLETION DATE: JUNE 30, 2025

THIS AGREEMENT AND ALL EXHIBITS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF KISSIMMEE, FLORIDA

BY: _____

CONTRACTOR:

HABITAT FOR HUMANITY OF GREATER ORLANDO AND OSCEOLA, INC., a Florida corporation

BY: C. McManus

The foregoing instrument was acknowledged before me this 22 day of April, 2025, by means of ☑ physical presence or ☐ online notarization, Catherine McManus as President & CEO for Habitat for Humanity of Greater Orlando and Osceola, Inc., who is personally known to me or has produced identification.

Notary Seal:

DONNA KAY WITTMANN
Notary Public - State of Florida
Commission # HH 646125
My Comm. Expires Apr 8, 2029
Bonded through National Notary Assn.

Notary: Donna Kay Wittmann

Print Name: Donna Kay Wittmann

My Commission Expires: 4/8/2029

OWNER:

BY: Helen S Gorman

BY: _____

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 23 day of April, 2025, by means of ☑ physical presence or ☐ online notarization, by _____ as FLDL# G655-397-66-822-0 for **Helen S. Gorman** who is personally known to me or has produced identification.

Notary Seal:

Notary: Catherine Finneran

Print Name: Catherine Finneran

My Commission Expires: 05-06-25

Notary Public State of Florida
Catherine Finneran
My Commission HH 104910
Expires 05/06/2025

EXHIBIT "A"
Scope of Work & Budget

Description	**Cost**
Roof replacement	$13,756.06
TOTAL	**$13,756.06**
Administration @ 10%	$1,650.73
Contingency @ 20%	$2,751.21
Total Contract Price	**$18,158.00**

Mortgage Deed

PREPARED BY AND RETURN TO:
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

MORTGAGE DEED FOR SHIP
REHABILITATION ASSISTANCE PROGRAM
City of Kissimmee, Florida

THIS MORTGAGE DEED, is made and entered into this 10th day of April, 2025, by **Helen S. Gorman.** single woman hereinafter "MORTGAGOR", whose current mailing address is **3446 Fox Crossing Drive, Kissimmee, Florida 34741** in favor of **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter "MORTGAGEE", whose address is 101 Church St. Kissimmee, Florida 34741.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of **Nineteen Thousand Six Hundred Fifty-Eight Dollars and 00/100 Cents ($19,658.00)** through the issuance of that certain SHIP Program Mortgage Promissory Note in said amount and of even date herewith, attached hereto as Exhibit A (the "Note"), MORTGAGORS hereby grant, bargain, sell, promise, convey and confirm unto MORTGAGEE all of MORTGAGORS' interest in that certain parcel of real property, together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property located at **3446 Fox Crossing Drive, Kissimmee, Florida 34741**, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

PLANTATION LOT 78 according to the plat or map thereof described in Plat Book 4, Page 166 of the public records of Osceola County, Florida

Parcel Identification: 17-25-29-1993-0001-0780

2. TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, appurtenances thereto belonging and the rents, issues and profits thereof, unto MORTGAGEE, in fee simple.

3. MORTGAGOR COVENANT that MORTGAGORS are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The MORTGAGORS hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except for a valid first and second mortgage previously approved by MORTGAGEE.

AND MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of said

AND MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of said Property in fee simple; that MORTGAGORS have good right and lawful authority to convey said land as aforesaid; that MORTGAGORS will make such further assurances to perfect fee simple title to said land in MORTGAGEE as may reasonably be required; that MORTGAGORS hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Osceola County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGORS' granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced, which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE, for at least **FIVE (5)** years from the date hereof except as otherwise provided in the Note, and applicable statutes and regulations.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any, under the Note secured hereby, provided; however, no payments shall be due so long as the Property remains occupied by MORTGAGORS as their personal residence and the Property is not refinanced leased, subleased, rented, transferred or conveyed to any other persons during the Affordability Period.

6. If MORTGAGORS shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled on the **FIVE (5)** years anniversary of this Mortgage.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to MORTGAGEE per the written authorization of MORTGAGEE. Said insurance policy or policies shall be held by and payable to MORTGAGEE and in the event any sum of money from such insurance policy or policies become payable, MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGORS to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. MORTGAGORS shall not execute an assumption or in any way transfer, assign or convey their obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

12. Failure by MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. If each and every agreement, stipulation, condition and covenant of either this Mortgage or the Note are not fully performed, complied with and abided by, then the outstanding, unforgiven principal balance of the Note shall forthwith or thereafter, at the option of MORTGAGEE, become due and payable. If MORTGAGORS fail to pay the sums then due, MORTGAGEE may seek all remedies allowed by law and equity to collect the full amount of the Mortgage Note, including but not limited to initiating foreclosure proceedings, obtaining a deficiency judgment against MORTGAGORS, and sale of the property.

14. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. MORTGAGEE requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at MORTGAGEES' address set forth on page one of this instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the MORTGAGORS provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the MORTGAGORS at the Property Address, and (b) any notice to the

MORTGAGEE shall be given by certified or registered mail, postage prepaid, sent to the **CITY** of Kissimmee; **ATTN: CITY Attorney's Office**; 101 Church Street; Kissimmee, Florida 34741-5054, or to such other address as may hereafter be designated by written notice from the MORTGAGEE to the MORTGAGOR.

15. In the event a senior mortgagee or other senior lienholder, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any lien, security interest or other provision in this instrument or the Note shall no longer be of any force or effect and such persons shall take title free and clear of all such liens.

16. Whenever used, the terms MORTGAGORS and MORTGAGEE shall include all Parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage, if more than one exists.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Witnesses:

Signature

Print Name

101 Church St Kissimmee FL 34741.
Address

Catherine Finneran
Signature

Catherine Finneran
Print name

101 Church St Kissimmee FL 34741
Address

Mortgagor:

Helen S. Gorman
Helen S. Gorman

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 10th day of April, 2025, by means of ☑ physical presence or ☐ online notarization, by —— as —— for **Helen S. Gorman** who is personally known to me or has produced identification.

Notary Seal:

BERNARD S. EDWARDS
Commission # HH 507760
Expires July 24, 2028

Notary: _____

Print Name: _____

My Commission Expires: _____

(End of Mortgage - Deferred Payment Promissory Note Attached as Exhibit "C")

PREPARED BY AND RETURN TO:
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

DEFERRED PAYMENT PROMISSORY NOTE FOR SHIP REHABILITATION ASSISTANCE PROGRAM CITY OF KISSIMMEE, FL

PRINCIPAL AMOUNT:	**Nineteen Thousand Six Hundred Fifty-Eight Dollars and 00/100 Cents ($19,658.00)**
DATED DATE:	_____
MATURITY DATE:	_____
MAKERS:	**Helen S. Gorman** **3446 Fox Crossing Drive** **Kissimmee, FL 34741**
HOLDER:	**City of Kissimmee, Florida** 101 Church St. Kissimmee, Florida 34741

1. FOR VALUE RECEIVED, MAKERS promise to pay to the order of HOLDER the sum of **Nineteen Thousand Six Hundred Fifty-Eight Dollars and 00/100 Cents ($19,658.00)** on _____2025, in lawful money of the United States, at 101 Church Street, Kissimmee, Florida 34741, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKERS on certain real property, the address of which is **3446 Fox Crossing Drive, Kissimmee, Florida 34741**, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

PLANTATION LOT 78 according to the plat or map thereof described in Plat Book 4, Page 166 of the public records of Osceola County, Florida

Parcel Identification: 17-25-29-1993-0001-0780

3. If MAKERS fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, for a period of **FIVE(5)YEARS**, then this Note and the Mortgage security interest with respect thereto shall cease,

determine, be deemed fully satisfied, forgiven and be canceled according to the terms and conditions contained herein.

4. If MAKERS fail to use the Property in the manner as required by this instrument and the attached Mortgage or shall be in default for any of the reasons set forth below or in default of any covenant of the Mortgage Deed, then all outstanding sums due under this Note. Payment in full shall be made within TEN (10) days of the declaration of default.

5. The balance on the loan will be pro-rated with a deduction of 20% per year;

6. MAKERS shall use the proceeds of this Note only for the purpose of rehabilitation of the Property in the manner as represented to HOLDER.

7. An event of default shall also include the following:

(a) Failure of MAKERS to use the Note proceeds for rehabilitation of the Property.

(b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed or transferred or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date or the expiration of the **FIVE (5) YEAR** Affordability Period, as defined in the Mortgage Deed.

(c) Leasing or renting any part of the property within **FIVE (5) YEARS** of the date of execution of this Note and the Mortgage securing it.

(d) Refinancing the property without prior consent from the **CITY**.

(e) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.

(f) Failure to pay applicable property taxes on the Property and improvements.

(g) Failure to maintain adequate hazard insurance on the Property and improvements.

(h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(i) Failure to comply with the terms of the any other mortgage on the Property.

8. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by MAKERS.

9. MAKERS waive presentment, demand, protest and notice of maturity, non-payment and all other requirements necessary to hold it liable as a MAKER and endorser.

10. MAKERS agree to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not. The parties agree to waive any right to trial by jury arising under this NOTE and further agree that the law to be applied in interpretation shall be the law of the State of Florida. Any action shall be heard in the appropriate court of Osceola County.

11. Upon default in payment of the principal when due or any other default under the terms of the

Mortgage Deed and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

[The balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, MAKER has signed and sealed this document on the day and year first written above.

Witnesses:

Signature

Frances DeJesus
Print Name

10 Church St Kissimmee FL 34741.
Address

Signature

Eugenio J Morales
Print Name

101 Church St. Kissimmee FL 34741
Address

Maker:

Helen S Gorman

Helen S. Gorman

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 10th day of April, 2025, by means of ☑ physical presence or ☐ online notarization, by — as — for **Helen S. Gorman** who is personally known to me or has produced identification.

Notary Seal:

BERNARD S. EDWARDS
Commission # HH 507760
Expires July 24, 2028

Notary: _____

Print Name: _____

My Commission Expires: _____

(End of Deferred Payment Promissory Note)

EXHIBIT E
CHANGE ORDER #_____

OWNER NAME	
PROPERTY ADDRESS	
CONTRACTOR NAME	

The Contract for Rehabilitation Work entered into on _____, 2025 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by $_____for a new total of $_____.

The work completion deadline is **June 30, 2025.** The deadline is: ☐ extended to ☐ not extended

_____ _____
Contractor Signature Date Owner Signature Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

_____
Frances De Jesús Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

_____
Frances De Jesús Date
Housing & Community Development Manager

NOTICE OF RIGHT TO CANCEL

LENDER: City of Kissimmee
101 Church Street
Kissimmee, FL 34741

DATE: APRIL 10/2025

BORROWER/OWNER: Helen S. Gorman
ADDRESS: **3446 Fox Crossing Drive**
CITY/STATE/ZIP: **Kissimmee, FL 34741**
PROPERTY ADDRESS: Same

You are entering in to a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

(1) The date of the transaction, which is **April 10, 2025**
or (2) The date you received your Truth in Lending disclosure; or
(3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, to

City of Kissimmee – Development Services
101 Church Street, Suite 200A
Kissimmee, FL 34741

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT OF **April 15, 2025** (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

_____ _____

SIGNATURE DATE

The undersigned each acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL and one copy of the Federal Truth Lending Disclosure Statement Each borrower/owner in this transaction has the right to cancel. The exercise of this by one borrower/owner shall be effective to all borrowers/owners.

_____

BORROWER/OWNER DATE

EXHIBIT D

NOTICE OF COMMENCEMENT
FS 713.13

THIS DOCUMENT MUST BE COMPLETED WHEN CONSTRUCTION VALUE EXCEEDS $2,500.00.

This instrument prepared by:

17-25-29-1993-0001-0780

PERMIT #:_____ **TAX PARCEL #:**_____

STATE OF FLORIDA COUNTY OF OSCEOLA

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Legal description of property: (and street address if available) PLANTATION LOT 78 according to the map or plat thereof, as recorded in Plat Blok 4, Page 166, of the Public Records of Osceola County, Florida.

2. General description of improvement(s): Rehabilitation of structure

3. Owner: Name: Helen S. Gorman
Address: 3446 Fox Crossing Dr., Kissimmee, FL 34741
Phone: 407-973-5610 Fax:
a. Interest in property: Owners
b. Name and address of fee simple titleholder (if other than owner) Phone:

4. Contractor: Name:
Address:
Phone: Fax:

5. Surety: Name and Address: N/A
Phone: Fax:
Bond amount:

6. Lender: Name and Address: N/A
Phone: Fax:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by section 713.13(1)(a)7, Florida Statutes:
(Name, address, phone number, and fax number).

8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes: (Name, address, phone number, and fax number).

9. Expiration date of Notice of Commencement (the expiration date is one (1) year from the date of recording unless a different date is specified).

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.
Verification pursuant to Section 92.525, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

_____ Helen S. Gorman

(Signature of Owner)[Note: per Section 713.13(1)g, Florida Statutes "Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager **(PRINT OWNER'S NAME)**

State of Florida County of Osceola
The foregoing instrument was acknowledged before me this_____day of_____, by_____
Who _____is personally known to me or_____has produced_____as identification, and_____
did take an oath___did not take an oath.

_____ _____
Print name: Notary signature:
(seal)

ITEM 7.M
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.

Recommendation

Staff recommends Commission approval to remove these items from the City’s equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. May 2025 Asset Disposals

City of Kissimmee
Surplus Property Auction List
May-25 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
AIRPORT	MAGNETIC WHITE GLASS BOARD			N/A

City of Kissimmee
Surplus Property Auction List
May-25 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CITY MANAGER	HP OFFICEJET 7000 WIDE FORMAT			N/A
DEV SERV	WORKSTATION - HP		MXL0043TBQ	25673
FINANCE	OFFICE CHAIR			N/A
FINANCE	MISC OFFICE SUPPLIES			N/A
FIRE	FD0911-BAY DOOR REPAIR/ST 11			999903529
FIRE	FD0911-A/C COMPRESSOR UNIT		U07835E	999904032
FIRE	FD0911-ICE MAKER-HOSHIZAKI			999904077
FIRE	FD0911-EMERG GENERATOR REPAIR		U07835E	999904099
FIRE	FD0911-REPLACE ICEMAKER-STA 11			999904145
FIRE	FD0906-OPTICOM EQUIP&SUPPLIES			999903632
FIRE	ST0319-ELECTRIC UPGRADE ST14			999903670
FIRE	FD0812-BIOSYSTEM POSICHECK III			999903812
FIRE	ST9602-STATION 1 RESTROOMS			3699
FIRE	FD9202-CONNECT ADM BLDG/UPS SY			3910
FIRE	FD9507-M&E - BUMPER MOUNTED WI			4143
FIRE	FD9605-M&E - FOAM SYSTEM			4145
FIRE	FD9713-FIRE HOSE AND APPLIANCE			3912
FIRE	FD9705-M&E - AIR FILTRATION SY			4152
FIRE	FD9706-M&E - FIRE STATION INTE			4154
FIRE	FD9719-M&E - RECONDITION TOWER			4158
FIRE	FD9704-ROOF MAINTENANCE			00003911
FIRE	FD9803-REMODEL BATHROOM STATIO			3913
FIRE	FD9822-FENCING FOR STATION 3			3915
FIRE	FD9703-M&E - STATION STORAGE A			4148
FIRE	FD0010-M&E - TRAFFIC CONTROL S			4071
FIRE	FD0009-M&E - REFURB EXTRICATIO			4062
FIRE	FD0015-M&E - FIRE HOSE & APPLI			4080
FIRE	FD0109-M&E - TRAFFIC CONTROL P			4098
FIRE	FD0219-M&E - EMS TRAINING AIDS			4113
FIRE	FD0306-STATION 3 BAY DOOR MTR			3908
FIRE	FD0326-BAY DOOR MOTOR			3909
FIRE	FD0207-M&E - OPTICOM EMITTER			4109
FIRE	FD0317-M&E - SELF CONTAIN BREA			4120
FIRE	FD0430-PLYMOVENT SYSTEM FOR ST			4868

FIRE	FD0430-PLYMOVENT SYSTEM FOR ST			4870
FIRE	FD0428 NFPA LARGE LOCKING CARA			4946
FIRE	FD0428 RESCUE PRUSIK CORD (8MM			4947
FIRE	FD0428 ANCHOR STRAP (MEDIUM, 5			4948
FIRE	FD0428-CSI-2000 RESCUE KIT 1 W			18652
FIRE	FD0428 LSP HALF BACK EXTRICAT/			4953
FIRE	FD0418 EP043 SM. KIT WITH EQUI			4944
FIRE	FD0428 MACK-NFPA3 AIR DISTRIBU			18910
FIRE	FD0417 - #4824 2 1/2" ASSAULT			5267
FIRE	FD0418-EMERGENCY STROBE LIGHTS			4886
FIRE	FD0418-EMERGENCY STROBE MAGNET			4887
FIRE	FD0418-CREVASSE RESCUE PULLEYS			4888
FIRE	FD0418-ALUMINUM RESCUE CARABIN			4889
FIRE	FD0418-KOEHLER RESPONDER DIVIS			4898
FIRE	FD0428 #35-0488 MULTI VISION G			18939
FIRE	FD0430-ELECTRICAL WORK FOR PLY			4954
FIRE	FD0403 INSTALL OF CO2 & SMOKE			4982
FIRE	FD0430 - ELECTRICAL WORK PLYMO			5010
FIRE	FD0430 - ELECTRICAL WORK PLYMO			5011
FIRE	ST0319-900 ADDITIONAL VTX GRIP			00004543-002
FIRE	FD0325-FREIGHT			00005045-001
FIRE	FD0325-GF165 16 PPV 5.5 HONDA			18640
FIRE	FD0325-AWMB AXE HOLDER W/ OPTI			5055
FIRE	FD0325 CUTTER EDGE RESCUE SAW		50200083	24001
FIRE	FD0325-WRENCH HOLD SET TRPL &			5199
FIRE	FD0406-ESPON STYLUS PHOTO ALL-			00005193-001
FIRE	FD0408-RUNNING P.O. FOR BUNKER			00005308-001
FIRE	ST0526-APPRAISALS FOR STATION			00005251-001
FIRE	ST0526-ATTORNEY FEES FOR STATI			00005251-002
FIRE	FD0525-MAKING WAVES SERVER VER			5311
FIRE	FD0525-MAKING WAVES SERVER VER			UNKNOWN-690
FIRE	MOUNTING SUPPLIES			999900016
FIRE	MOUNTING SUPPLIES			999900017
FIRE	ST0504 3000 MIX W/ FIBER			999900099
FIRE	WEATHER SYSTEM ULTIMETER 2100			999900278
FIRE	WEATHER SYSTEM ULTIMETER 2100			999900279
FIRE	#5 REBAR			999902373
FIRE	PSI 4000			999902374
FIRE	PSI 4000			999902375
FIRE	PDSI HOSTED SETUP AND SIRST Y			999902378

FIRE	IMPLEMENTATION SERVICES			999902379
FIRE	ST0514-WRENCH HOLD SET TRPL			999902458
FIRE	FD0721-CHANNEL PHASE SELECTOR			999902483
FIRE	FD0721-INSTALLATION BASE BRD			999902484
FIRE	FD0721-REPAIR/REPLACE ENT DR			999902485
FIRE	ST0514-VALVE 2.5 HYDRANT			999902510
FIRE	FD0709-HURRICANE SHUTTERS			999902652
FIRE	FD0709-HURRICANE SHUTTERS			999902654
FIRE	ST0514-1" SHUTOFF W/GRIP			999902675
FIRE	ST0639-ARCHITECT FEE-ST 11			999902793
FIRE	ST0514-WARN WINCH ACCESSORYKIT			999902911
FIRE	FD0812-AIR-PAK 75 SCBA 2007			999902938
FIRE	FD0625-EPIC VOICE AMPLIFIER			999902939
FIRE	FD0812-AP75 POSICHEK KIT			999902973
FIRE	FD0625-CYLINDER PROTECT SLEEVE			999903005
FIRE	FD0625-SCBA IDENTIFIERS-FRT/BK			999903073
FIRE	FD0625-AV-3000 FACEPIEC COMMUN			999903119
FIRE	FD0625-AV-3000 FACEPIECE-SMALL			999903121
FIRE	FD0625-AV2000 COMFRT FACEPIECE			999903122
FIRE	FD0625-AV-3000 FACEPIECE LARGE			999903123
FIRE	ST0833-XTL5000 MOBILE RADIO		500CJV1736	999903413
FIRE	ST0718 CARPET FIREMENS QUARTER		C1531005	999901803
FIRE	ST0718 CARPETING FIRE STAT 12		C1531005	999901804
FIRE	ST0718 PAINTING OF STATION 12		1047	999901805
FIRE	FD0721 DUCT CLEANING ST 11			999902125
FIRE	FD0721 DUCT CLEANING ST 11			999902126
FIRE	FD0721 DUCT CLEANING ST 11			999902127
FIRE	FD0721 DUCT CLEANING ST 11			999902242
FIRE	FD0606 LIFENET BLUE UPGRADE			999902098
FIRE	FD0606 LIFENET BLUE UPGRADE		3510	999902101
FIRE	FD0708 STAFFING SOFTWARE TELE			999902096
FIRE	FD0708 STAFFING SOFTWARE TELE			UNKNOWN-759
FIRE	FD0717 TRAFFIC CONTROL PRE EM			999902246
POLICE	RADIO - MOTOROLA APX6000		481CPK3381	22675

City of Kissimmee
Surplus Property Auction List
May-25 CANNIBALIZED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FIRE	K12 VENT SAW		968304400	21133
FIRE	CUTTERS EDGE VENT SAW		20170235	24346

ITEM 8.A
Consideration of Downtown Kissimmee Hotel Development Proposals

Request

Selection of the desired unsolicited proposals for the development of hotels and associated improvements at the Civic Center and Toho Square sites.

Explanation

The following unsolicited proposals for development of a hotel and associated uses were presented at the April 15 workshop for the City Commission consideration:

Civic Center Site Proposals:
1. Azure Hotel International Inc.
2. IHRMC Hotels and Resorts Management

Toho Square Site Proposals:
1. Kissimmee Place Development Group
2. Skyview Companies

Staff requests Commission consideration of the four proposals and selection of the desired proposal for each site. The presentations for each of the development proposals are attached to Item 7A of this agenda for review.

Following Commission selection of the desired proposals, staff will proceed with negotiations with the selected development teams to develop Master Development Agreements that will be considered at a later date for Commission approval.

Recommendation

Authorization for staff to proceed with negotiations with the selected hotel proposals for each respective site and develop Master Development Agreements for future Commission consideration.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
1. Civic Center Site - Azure Hotel International, Inc. Proposal
2. Civic Center Site - IHRMC Hotel and Resorts Management Proposal
3. Toho Square Site - KPDG Proposal
4. Toho Square Site - Skyview Companies Proposal

Public-Private Partnership (PPP)
City of Kissimmee

Project's name : Azure kissimmee downtown Hotel & kissimmee convention center

"This is the best project for Kissimmee because it generates employment, income and growth without risk for the city."



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AZURE HOTEL INTERNATIONAL INC.

DEVELOPER QUALIFICATION & EXPERIENCE



RAMON GOMEZ
CHIEF EXECUTIVE OFFICER

FOUNDER

- +30 years, in hotel management and real estate development
- Founder of Azure
- Experience in construction and renovation of: **San Juan Marriott, Ritz Carlton San Juan, Westin Rio Mar, La Quinta Louisville, and Hilton, Hampton Inn, Best Western , Embassy Suites, Holiday Inn.**



JUAN VÉLEZ
EVP OF CONSTRUCTION

LEADERSHIP

- CEO of Sky Builders USA
- 20% shareholder in Azure Hotel International Inc.
- +16 years in construction and hotel development

Notable projects:

Hard Rock Hotel Universal Villas @ Disney's Grand Floridian Resort Staybridge Suites Lakeland Daytona One Autograph Collection



RICARDO VELEZ
EVP BUSINESS DEVELOPMENT



MANUEL RIOS
PRESIDENT



ANGELICA MARIA ARELLANO
EVP & CORPORATE SECRETARY



KEVIN ATKIN
CHIEF FINANCIAL OFFICER



DAMIAN REYES
COMMERCIAL REAL ESTATE CONSULTANT



CARLOS RODRIGUEZ
EVP OF OPERATIONS

Project & Strategic Partners

Sky Builders USA: Primary hotel and infrastructure construction

Preferred Hotels & Resorts: Exclusive Luxury and Worldwide Recognition in Hospitality

Pininfarina: International Strategic Partner in Very Exclusive Design with Over 90 Years of Innovation and Creativity.

Broughton Capital Group (BCC) & Evolt Capital: Financing large-scale Global projects, PPP specialization, and financial structuring & investment optimization.

Jennifer D. Newton : Legal house Counsel based in Miami, Fl.

Sky Builders USA

The success of every landmark begins with the right builder.

With over 16 years in business and a leadership team with more than 29 years of construction experience, Sky Builders USA is not just a contractor — it is a trusted partner in the successful delivery of large-scale, high-profile hotel and commercial projects across Florida.

Their portfolio includes:

- Hard Rock Hotel – Universal Studios
- Villas at Disney's Grand Floridian Resort
- Holiday Inn Lake Buena Vista
- Staybridge Suites Lakeland
- Daytona One Autograph Collection
- Orange County Convention Center
- Miami Beach Convention Center

What does this mean for the City of Kissimmee?

- A convention center and hotel built by professionals who understand hospitality construction at the highest level
- Proven ability to deliver on time, on budget, and with excellence
- Deep understanding of code compliance, inspections, permitting, and large-scale logistics
- A team led by Juan Vélez, Project Executive, who has managed multimillion-dollar assignments for the Orlando International Airport, Dr Phillips Orlando Health Jewett Orthopedic Hospital, Patric Space Force Base, Top Golf, and Andretti Karts & Games.

Sky Builders USA is a local partner with global capability, ready to execute the vision of Azure Kissimmee with integrity, precision, and accountability.

We are not experimenting. We are building with experts who have already delivered Florida's most iconic hotels.

Global Positioning Through the Brand

"Preferred Hotels & Resorts"

Our project is not only built with concrete and capital—it is built with global vision. Through our formal engagement with Preferred Hotels & Resorts, Azure Kissimmee Hotel & Convention Center will become part of the world's largest independent luxury brand, with:

- 600+ hotels, resorts, and residences
- Presence in 85 countries
- 120,000+ rooms worldwide
- 5 million+ loyal I Prefer members
- $2.8 billion USD in annual platform revenue

What does this mean for the City of Kissimmee?

- A luxury hotel and convention center connected to the highest standards of global hospitality
- Immediate international visibility and high occupancy from launch
- A powerful gateway to host conventions, global events, and community events
- Significant economic impact, job creation, and recognition for the city
- A new landmark that elevates Kissimmee on the map of world-class destinations

Today, Kissimmee is on a fast track to global

PORTFOLIO

A *Family* of More than 600 Hotels, Resorts, and Residences



600
HOTELS, RESORTS, AND RESIDENCES

120,000
ROOMS

85
COUNTRIES

SALES: GROUP

Partnering with the Significant Players

MEETINGS & EVENTS · BCD meetings & events · ConferenceDirect · CWT Meetings & Events · cvent · CYTS · bravolinks · FIRST GLOBAL EVENTS AGENCY · mci · NHS GLOBAL EVENTS · prestige global meeting source · MORRIS MEETINGS & INCENTIVES · 1000meetings

Pininfarina Design

Turning Kissimmee into a World-Class Destination

Design is not decoration — it is transformation.

Through our exclusive engagement with Pininfarina, one of the world's most prestigious design firms, Azure Hotel International Inc. will deliver to Kissimmee a hotel and convention center that stands as a symbol of elegance, innovation, and architectural excellence.

Known globally for designing icons for Ferrari, Maserati, and luxury towers across Europe, the Middle East, and the Americas, Pininfarina brings more than just beauty — it brings value, credibility, and impact.

What does this mean for the City of Kissimmee?

- A signature destination designed with purpose, capturing global attention
- A unified design language for the hotel and the new convention center
- Elevated visibility in international tourism, event planning, and hospitality circuits
- A boost in job creation, economic activation, and long-term prestige
- A clear message: Kissimmee is ready to play on the world stage

With a focus on sustainability, functionality, and guest experience, Pininfarina's approach ensures that every space—from hotel suites to the convention halls—delivers a memorable, high-end experience.

This is not just a building. It is a landmark. A legacy in the making.

Pininfarina will help define a new era for Kissimmee—one built not only on concrete and glass, but on vision and elegance.

Broughton Capital Group (BCG) – A Key Financing Option Among Multiple Partners

- Company established in 2002 (UK), financing large-scale global projects
- Specializing in financing real estate developments and infrastructure
- Financing capacity from $50M to several billions
- Financial flexibility, combining debt and equity, even in highly leveraged projects (PPP)

BCG
BROUGHTON
CAPITAL GROUP

DEBT SYNDICATION
$2BN
THAILAND
INFRASTRUCTURE

$50M
VILLAMAR RESIDENTIAL DEVELOPMENT, MANAMA
BAHRAIN

$450M
PHILIPPINES
INFRASTRUCTURE

$500M
CREDIT FACILITY FOR BOT HIGHWAY
EASTERN EUROPE

DUBAI PEARL MIXED USE DEVELOPMENT
DUBAI
$4BN

RESORT IN THE
CARIBBEAN
$275M

$750M
SALIPAZARI PORT MIXED USE DEVELOPMENT
ISTANBUL

$2BN
AJMAN MARINA MIXED USE DEVELOPMENT
UAE

*All figures in US dollars



Project Concept

Overview of the proposed development.

Azure Kissimmee Downtown Hotel

- 300 room Hotel 4.5–star, 10 floors (special waiver)
- 20,000 sq ft of flexible meeting space
- 3,000 sq ft restaurant to a local business restaurant
- Bar
- Fitness Center
- Full Service SPA
- Rooftop bar/restaurant
- Rooftop pool
- Shuttle to and from Gateway Airport and MCO with black Cadillac Escalade
- Azure Hotel International Inc.will manage (under the licence of Azure Hotel Holdings) and own the hotel.

Alignment with the City's vision and zoning regulations.

Kissimmee Convention Center

- 40,000 sq ft of meeting space, capacity for 3,500 people in a theater-style setup
- City will be owner of the center
- Azure will manage the convention center

Total Estimate Investment: $170 million

Target Opening: 2029

- Development under Florida State PPP Law (287.05712)

Location: 201 E Dakin Ave, Kissimmee, FL.

Alignment with the City's vision

(CRA 2020 Kissimmee Downtown)

1. Activates public funding (Grant Stockings).
2. Provides market studies and land use analysis required by the plan.
3. Implements branding and marketing to position Downtown.
4. Functions as an iconic gateway, enhancing the city's entrance.
5. Drives urban improvements and pedestrian connectivity.
6. Creates local jobs and community programs.
7. Accelerates CRA goals with a small cost to the city.

Azure not only aligns with the plan—it activates and materializes it.

Key design features, public spaces, and sustainability elements.

Pet-Friendly Areas: Dedicated spaces for pets within the development.

Sustainable Solutions: Integration of sustainable elements based on design, without reaching 100% capacity.

Eco-Efficient Parking: Upgrade of the library parking with Tesla solar tiles and Tesla's megapack energy storage.

Energy Efficiency: Implementation of Tesla solar tiles and smart energy management systems.

Sustainable Building Practices: Application of LEED-aligned standards to reduce environmental impact.

Enhanced Connectivity: Redesign and integration of crosswalks connecting the convention center and hotel to train transportation.

Public Spaces & Accessibility: Common areas designed to promote integration and well-being.

ECONOMIC & FISCAL IMPACT - TOTAL INVESTMENT

TOTAL PROJECT INVESTMENT	+147 M
FINANCING STRUCTURE	Senior Bank Loans & Mezzanine Financing
SOURCE OF FUNDING:	Developer equity, bank loans/commercial financing, private investors and city's contribution/ P3.

Developer Equity (Sponsor Equity) : Capital structured under the direct control of the developer, supported by private investment commitments.
Senior Bank Loans / Commercial Financing Up to $120 million USD
Structured senior loan (fixed interest rate 7.5%, up to 30–year term, LTV up to 50%).
Mezzanine Financing (Private Investors) Up to $34.3 million USD for 8 years fixed interest rate of 9.0% annually.
Public Grant / Government Support: $10 million USD of municipal bonds, pioneer grant of $ 1.5 million USD (Pioneer grant will be funded at the end of the project) and hotel land site deed it to Azure.

USES OF FUNDS:

Land acquisition, hard costs, softs costs, etc.

Component	Hotel	Convention Center	Combine
Soft Costs	$9M	$6.7M	$15.7M
Hard Costs	$86.5M	$53.5M	$140M
Contingencies	$9.5M	$6M	$15.5M
Total Investment	$105M	$66.3M	$171.3M

Economic benefits to the community and local businesses (PPP Law 287.05712)

Estimated tax revenue generation and job creation.

Tax Revenues:

- **Hotel**: $2.57M annually in taxes.
- **Convention Center**: $65.9M in taxes over 30 years.

Job Creation:

- **Construction**: 650–1,000 temporary jobs.
- **Operations**: 150–250 permanent jobs.

-**Competitive Infrastructure**: 40,000 sq. ft. convention center, positioning Kissimmee as a key destination for events.

Economic benefits to the community and local businesses.

- Projected private investment of + $147 million, without generating public debt.
- Training and employment programs for Kissimmee's residents.
- Urban revitalization of Downtown at no additional cost to residents.

A project that boosts the local economy, creates jobs, and enhances the quality of life in Kissimmee.

City Support & Requested Incentives

Any land contributions, tax abatements.

We are requesting a 100% tax abatement for the first 5 years of the hotel's operation, and 50% for the following 5 years.

Public Strategic Asset Land Contribution for the Hotel

Provide the structure and city's participation.

Ownership & Management: The city retains ownership of the convention center; Azure manages it under a 30-year renewable term.

Financial support for the convention center: $10M in municipal bonds + $1.5M Pioneer Grant.

Public support and expected return on investment.

Estimated payback period for the city's initial contribution to the Convention Center ($11.5M): 6 to 7 years.

Loan repayment (Convention Center): 15 years of operation.

	10 years	20 years	30 years
Hotel	$25,700,000	$51,400,000	$77,100,000
Convention Center	$21,970,000	$43,930,000	$65,900,000
Estimated net profit for the city	$17,470,000	$34,930,000	$52,400,000
Total	**$65,140,000**	**$51,400,000**	**$195,400,000**

The private loan for the hotel is expected to be fully paid off 15 years after initial operations begin.

PPP Compliance: Structured per Florida Statutes 287.05712, ensuring no public debt and backed by legal guarantees (Section 9).

Public purpose

Public Purpose & Community Benefits

Pet-Friendly Areas: Dedicated spaces for pets within the development.
Sustainable Solutions: Integration of eco-friendly elements based on design, without reaching 100% capacity.
Eco-Efficient Parking: Upgrade of the library parking with Tesla solar tiles and Tesla's megapack energy storage.
Energy Efficiency: Implementation of Tesla solar tiles and smart energy management systems.
Sustainable Building Practices: Application of LEED-aligned standards to reduce environmental impact.
Enhanced Connectivity: Redesign and integration of crosswalks connecting the convention center and hotel to train transportation.
Public Spaces & Accessibility: Common areas designed to promote integration and well-being.

Job Creation & Economic Impact

Construction Phase: 650–1,000 temporary jobs.
Operations Phase: 150–250 permanent jobs.

Community Benefits & Public Impact

-Supports Kissimmee's urban development strategy.
-Enhances public spaces and accessibility.
-Creates jobs and stimulates economic growth.
-Contributes to long-term sustainability and city improvement.

Timeline & Feasibility

Timeline

- April 15, 2025: Official final presentation to the City of Kissimmee.
- May-June 2025: Official signing of P3 contract + Official start of financial processing with BCG
- September-October 2025: Master plan will be presented to the planning board.
- January 2026: Start Construction
- Estimated construction timeline: 42 months (approx. 3.5 years)
- 2029: Expected official opening

Feasibility

- Identified land and approved grant.
- Technical, legal, and financial teams aligned.
- Viable timeline with controlled risks.
- Active strategic partnerships (Preferred, Pininfarina, Sky Builders USA).
- Confirmed access to private capital.

A viable project, ready to move forward upon final approval.

QUESTIONS & ANSWERS

IHRMC
— HOTELS & RESORTS —

Project Proposal

JANUARY 7, 2025



Prepared for
City of Kissimmee

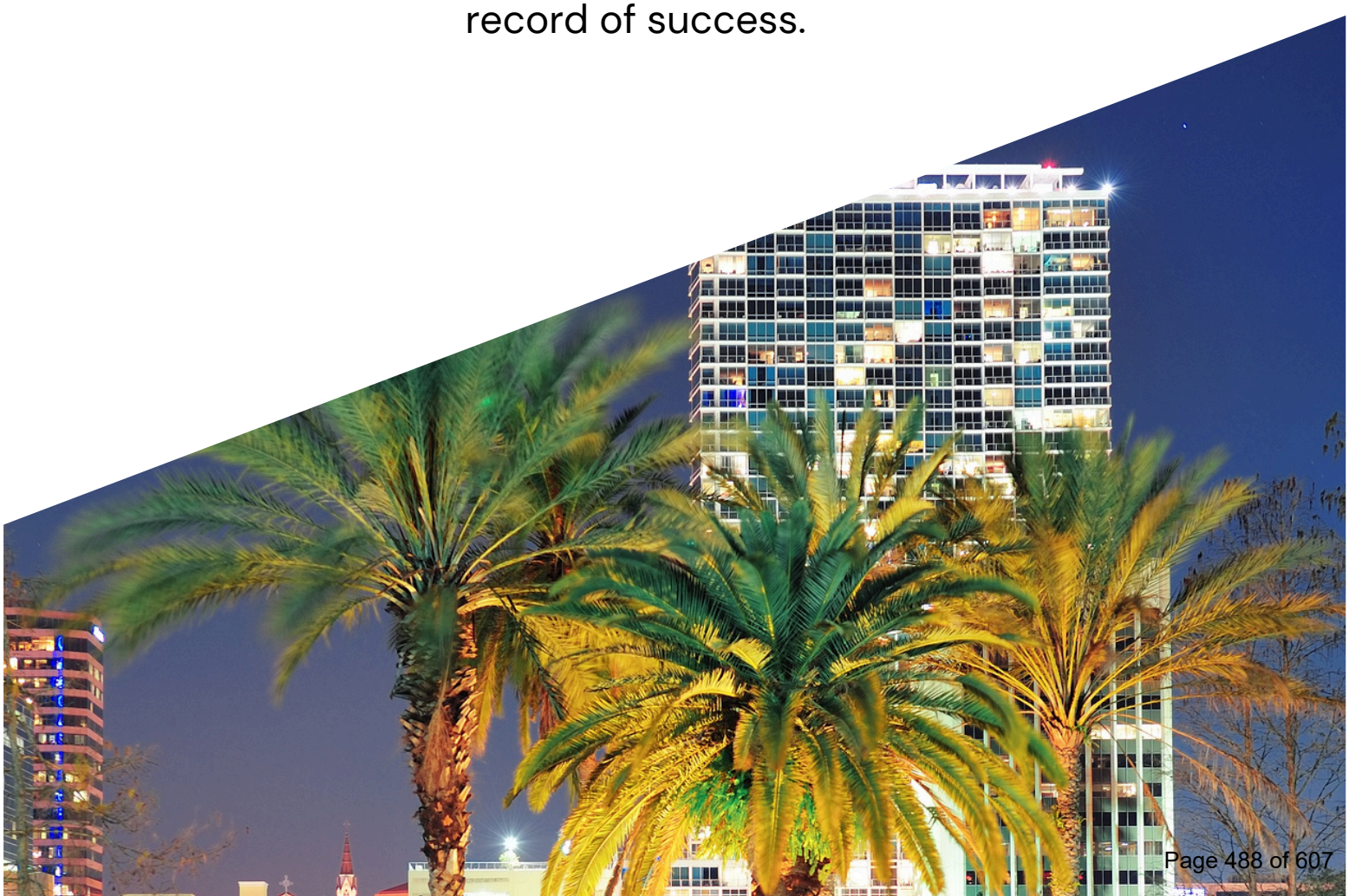
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Company Summary

HRMC was established in Orlando, FL amidst one of the world's largest destination cities. With more than 50 years of combined expertise, IHRMC has been built on the foundations of experience, industry knowledge, hands-on experience, honesty, and passion to be the best at what we do. We believe that all factors of a successful company and successful hotels are built from this.

IHRMC's mission is to achieve exponential growth with all our properties by forming strategic partnerships that allow us to build new hotels, acquire existing properties in lucrative markets, and work with under-performing hotels to position them for growth advancement. We are leaders in the field of hospitality management and have a proven track record of success.





What we do

Our experienced professionals work daily with our hotels to ensure hotel operations run smoothly. With our extensive knowledge in property management and the implementation of best practices, we can represent the best interests of our owners and their investments. Our impressive staff provides decades of experience and knowledge in the hospitality industry that cannot be surpassed.

We are an asset, procurement, and development company that seeks to assist hotel owners and business owners with Operations, Revenue Management, Sales & Marketing, Food & Beverage, Reputation Managment, Human Resources, Accounting and Risk Managment.



IHRMC

— HOTELS & RESORTS —

PREMIUM HOTEL MANAGEMENT

www.ihrmc.com

IHRMC
HOTELS & RESORTS

ABOUT US



Company Overview

IHRMC is an award-winning, multifaceted ownership, development, and full-service hotel management company. We offer a variety of services from development and construction, pre-opening, opening, and a-z operational aspects.

IHRMC holds a vast amount of experience in managing full-service, limited-service, boutique, independent , & resort properties.

IHRMC
— HOTELS & RESORTS —



OUR LEADERSHIP PROFILE

Mr. Jan Gautam, MBA, CHA
President & CEO

Mr. Gautam is well-known throughout the hospitality industry. His dedication and passion for hospitality started from a young age in restaurants, five-star hotels, and luxury cruise liners which developed into owning and developing hotels throughout the United States and Internationally.
Mr. Gautam is heavily involved in his role as president & CEO of IHRMC ensuring that all of our properties stay connected to our executive leadership.

IHRMC
HOTELS & RESORTS

MEET OUR EXECUTIVE TEAM

At IHRMC we have a vision of being leaders, consistently delivering higher guest satisfaction, and maximizing the profits of our hotel portfolio.

This vision begins with our executive team which is comprised of industry experts with a combined experience of more than 50 years.



Meghan Stuart
Senior Vice President

Ms. Stuart leads our executive team on a daily basis and oversees the company's portfolio of hotels.



Dan Hartly
Vice President Operations

Mr. Hartly leads the company in overseeing the Regional Operations team and managing our portfolio.

www.ihrmc.com

EXECUTIVE TEAM

IHRMC
HOTELS & RESORTS

Ms. Adelis Alvarez
Corporate Controller

Mrs. Tamara Witeck
Sales & Marketing Director

Mr. Dev Dixit
Director Business Development

Ms. Jasmine Garcia
Corporate Office Administrator

Mrs. Kathy Moore
Corporate Office Assistant

Ms. Adrianna Gautam
Director of Public Relations

Ms. Micaela Rodriguez
Operations Manager

Mr. Ankur Gupta
Vice President Technology

IHRMC
— HOTELS & RESORTS —

OUR SERVICES

IHRMC offers a wide variety of hotel management services. In addition to our core services, IHRMC also offers targeted contract services for our hotel partners in a specific field

- Asset & Operations Management
- Sales & Marketing
- Revenue Management
- New-build, Pre-Opening & Project Management
- Human Resource Services
- Food & Beverage Management
- Conference/Convention Facilitation & Management





AN IMPRESSIVE PORTFOLIO

IHRMC has experience and approval to manage all major brands with today's leading franchise companies

IHG HOTELS & RESORTS

Marriott INTERNATIONAL

Hilton HOTELS & RESORTS

RHG RADISSON HOTEL GROUP

WYNDHAM HOTELS & RESORTS

CHOICE HOTELS

BW Best Western Hotels & Resorts

www.ihrmc.com

OUR CLIENTS

Holiday Inn Express Port Richey, FL
Quality Inn Davenport, FL
Country Inn Fresno, CA
Hampton Inn Dover, NH
Holiday Inn Express Brooksville, FL
Comfort Inn Merced, CA
Courtyard by Marriott Merced, CA
Radisson Orlando, FL
Best Western Jacksonville, FL
Days Inn Chiefland, FL
Comfort Inn Charlotte, NC
Country Inn & Suites Ocala, FL
Quality Inn & Suites Tampa, FL
Holiday Inn Express Ocala, FL
Country Inn & Suites Tampa, FL



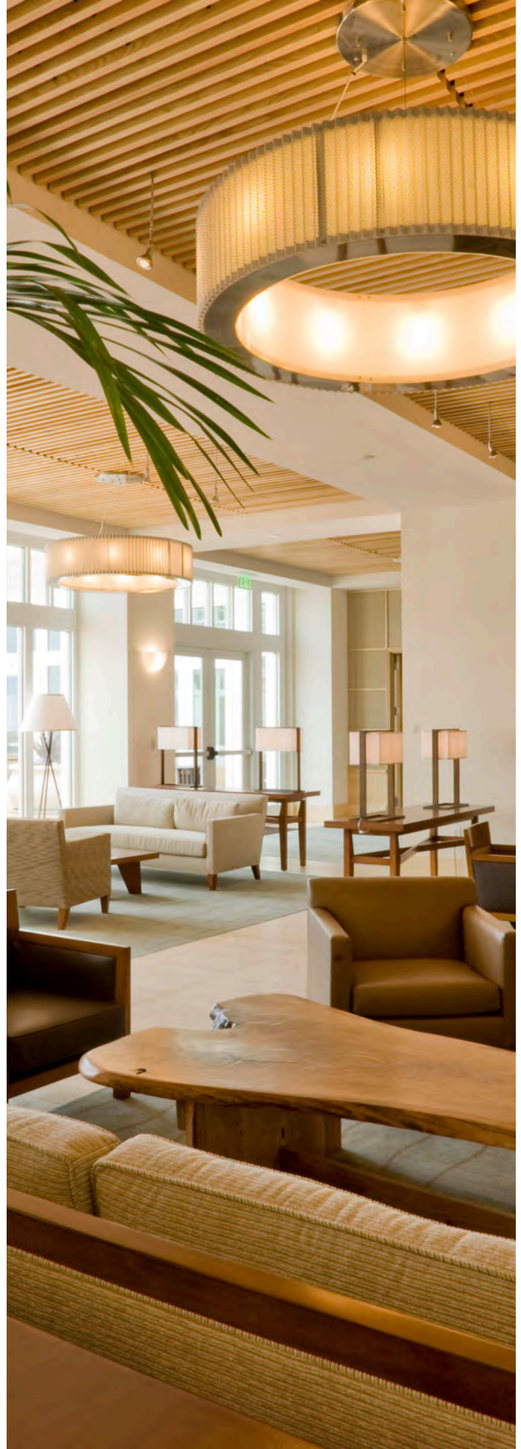




www.ihrmc.com

OUR CLIENTS

Quality Inn Alachua, FL
Radisson Omaha, NE
Holiday Inn Express Chiefland, FL
Comfort Inn Richburg, SC
Best Western Dawsonville, GA
Holiday Inn Express Orlando, FL
Holiday Inn Cincinnati, OH
Ramada Inn Cocoa Beach, FL
Super 8 Cocoa Beach, FL
Days Inn Palm Bay, FL
Hampton Inn Jacksonville, FL
LaQuinta St Augustine, FL
Comfort Inn Mocksville, NC
Sleep Inn Orlando, FL
Travelodge Inn & Suites Orlando, FL
Redick Plaza Omaha, NE
Best Western Omaha, NE
Rodeway Inn Orlando, FL
Hawthorn Suites Orlando, FL
La Quinta Inn & Suites Orlando, FL
Holiday Inn & Suites Boston, MA



Margarita Island Casino & Resort, Venezuela
Granda Riande Casino Panama City, Panama
Ramada Plaza Jaco Beach, Costa Rica
Ramada Miami, FL
Comfort Inn & Suites St Petersburg, FL
Sleep Inn & Suites Valdosta, GA
Holiday Inn Fayetteville, NC
Baymont Inn & Suites Orlando, FL
Holiday Inn Express Lantana, FL
Holiday Inn Express & Suites Palatka, FL
Holiday Inn Express Jacksonville
Red Roof Inn Ft Lauderdale, FL
Comfort Inn & Suites Tropicana St Pete, FL
Hawthorn Suites Kingsland, GA
Comfort Inn Jonestown, PA
Comfort Inn & Suites Tavares, FL
Radisson Sheffield, AL
YO1 Wellness Center, Monticello, NY
Candlewood Suites Ocala, FL
Holiday Inn Express & Suites, Orlando, FL
Four Points by Sheraton Orlando, FL
Fairfield Inn & Suites Tampa, FL

Opportunity

Hotel Construction

We are proposing the development of a 120-room Hilton Garden Inn to provide high-quality lodging accommodations for the Kissimmee area. The hotel will feature a welcoming lobby and a dedicated breakfast area, designed to serve both our guests and the broader community, as well as a bar & restaurant.

The property will offer a balanced mix of king and queen rooms, ensuring flexibility to accommodate individual travelers, families, and group bookings alike. This thoughtful room configuration allows us to cater to diverse guest needs, including group reservations and special event stays.

The estimated construction cost for the 120-room hotel is approximately $203,000 per key, reflecting our commitment to delivering a modern, comfortable, and well-equipped facility that aligns with the needs of the area.





Opportunity

Civic Center Renovation

IHRMC's extensive expertise in managing complex projects and hospitality facilities makes us the ideal partner to oversee the Civic Center's $10 million renovation and subsequent operations. Our approach is rooted in excellence, sustainability, and a deep commitment to delivering value for all stakeholders. We look forward to collaborating with you to bring this vision to life and ensure the Civic Center becomes a vibrant, thriving hub for the community.



Our Vision for Kissimmee

The combination of a state-of-the-art Civic Center and an upscale hotel will transform Kissimmee into a vibrant destination for visitors and a dynamic hub for the local community. These projects will drive economic growth, enhance the quality of life for residents, and solidify Kissimmee's role as a thriving part of Central Florida.

- Economic Growth and Job Creation
- Increased Tourism and Visitor Spending
- Improved Community Amenities
- Enhanced Quality of Life
- Attraction of Additional Investments
- Environmental and Sustainability Benefits



Proposal

IHRMC proposes a strategic partnership with the City of Kissimmee to build, own, and operate a Hilton Garden Inn, a full-service hotel, as part of a comprehensive redevelopment of the Civic Center into a modernized Convention Center. This collaboration is designed to ensure long-term profitability and mutual benefits for both the City of Kissimmee and IHRMC.

Proposed Terms by IHRMC

1. Five-Year Minimum Commitment
   - IHRMC will maintain ownership and operational control of the hotel for a minimum of five (5) years to ensure stability and success.
2. Convention Services and Profit Sharing
   - IHRMC will manage all convention services and adhere to a profit-sharing model in addition to a management fee that benefits both parties.
3. Financial Support from the City of Kissimmee
   - The City will contribute $10 million towards the renovation and modernization of the Civic Center.
4. Tax Incentives
   - The City will provide a two-year tax abatement for the hotel development, reducing initial financial burdens and encouraging long-term growth.
5. Profit Sharing Structure
   - A 95%/5% profit-sharing arrangement, where IHRMC will retain the majority share while supporting the City's operations with key resources, including:
     - Operating procedures
     - Marketing materials and sales plans
     - Operational capital and payroll access for budgeting

Proposal

IHRMC Deliverables

In return for the above support, IHRMC will deliver the following:

1. Development of a 120-Room Full-Service Hilton Garden Inn
    - The hotel will meet modern standards and serve as a key accommodation hub for visitors.
2. Complete Renovation of the Civic Center into a Modern Convention Center
    - A state-of-the-art facility adjacent to the Hilton Garden Inn to attract local, regional, and national events.
3. City Access to the Convention Center
    - The City of Kissimmee will have prioritized access to the Convention Center for scheduled city-organized events.
4. Job Creation
    - The project will generate over 100 new jobs, benefiting the city and surrounding areas with opportunities in construction, hospitality, and event management.
5. Enhanced City Exposure and Revenue Growth
    - Through targeted marketing efforts and expanded convention business, IHRMC will increase Kissimmee's visibility as a premier destination and drive additional revenue streams for the City.

This proposal outlines a mutually beneficial partnership that will not only enhance Kissimmee's economic prospects but also elevate the city's reputation as a leading hub for hospitality, events, and tourism in Central Florida.



Proposed Brand

Hilton Garden Inn™



Sensibly Positive

About Hilton Garden Inn

The Hilton Garden Inn brand was introduced to the upscale market in the early 1990's, serving as a vehicle to bring a more approachable version of a full-service experience into secondary and tertiary markets

Hilton Garden Inn is the sensibly positive hotel brand whose elevated and approachable atmosphere creates a familiar environment, letting guests feel both relaxed and confident. We believe that positive experiences can be as down to earth as they are uplifting.



Stylishly Approachable

The atmosphere

Our light, bright and airy design is carefully balanced to create a familiar, positive vibe from the moment you walk through the door. Our social spaces are a visual and energetic focal point, encouraging guests to linger and enjoy. And our ample guestrooms offer enough space to both retreat and recharge, combining form with function to be comforting while also enabling productivity.

Target travelers

Our target travelers are business and leisure travelers looking for an upscale experience. These travelers view the world in a positive light and have the curiosity to explore it from a place of comfort and safety. They are driven by value, are self-sufficient, and seek to minimize stress when traveling while seeking authenticity in their experiences.





An Experience that Makes a Difference

As a recognized F&B leader, Hilton Garden Inn serves locally sourced food and beverage at its full-service restaurant and bar, featuring cooked-to-order dishes, handcrafted cocktails and on-trend small plates. From the very first hello, every interaction is delivered in a remarkably elevated way. Food and beverage is intentionally central to the guest experience and sets a tone that feels sophisticated yet familiar.

Meeting F&B experiences can flex to client needs, contributing to the success of each unique event. Guests can have access to just the right amenities to maintain their personal and professional routines, giving them the peace of mind to comfortably experience their destination.

Sustainable Stays for a Better Tomorrow

Our proposed Hilton Garden Inn will be constructed with the latest in eco-friendly initiatives, providing an abundance of benefits to our guests and community.

- **Enhanced Guest Experience**
- **Sustainable Travel**
- **Environmental Preservation**
- **Reduced Carbon Footprint**
- **Local Collaboration**
- **Community Resilience**
- **First of Its Kind in Kissimmee**
- **Bright, Clean Aesthetic**





INTITIATIVES WE'RE COMMITTING TO:

- Energy efficient solar panels
- Water Conservation
- Waste Reduction
- Sustainable Materials

IHRMC
HOTELS & RESORTS

3KEY HOSPITALITY
INTERIORS PROCUREMENT OUTDOORS

HILTON GARDEN INN & SUITES AT CITY CENTER

KISSIMMEE CIVIC CENTER

KISSIMMEE, FLORIDA

Hilton Garden Inn®

Welcome to the Hilton Garden Inn & Suites at City Center





Attending a concert, hosting a corporate event, engaged in a seminar, join us at the “Vacation Capital of the World”, Hilton Garden Inn & Suites at City Center. .

The Hilton Garden Inn & Suites design and Civic Center Remodel engage with the brightness, quality and energy that central Florida is known for. Ideally integrated within the heart of Kissimmee, the Hilton Garden Inn & Suites and Civic Center will serve as a multi-functional destination draw, engaged with the entire Kissimmee community.

2

Hilton Garden Inn & Suites

at Civic Center

1 Outdoor Terrace - Dining & Cocktails

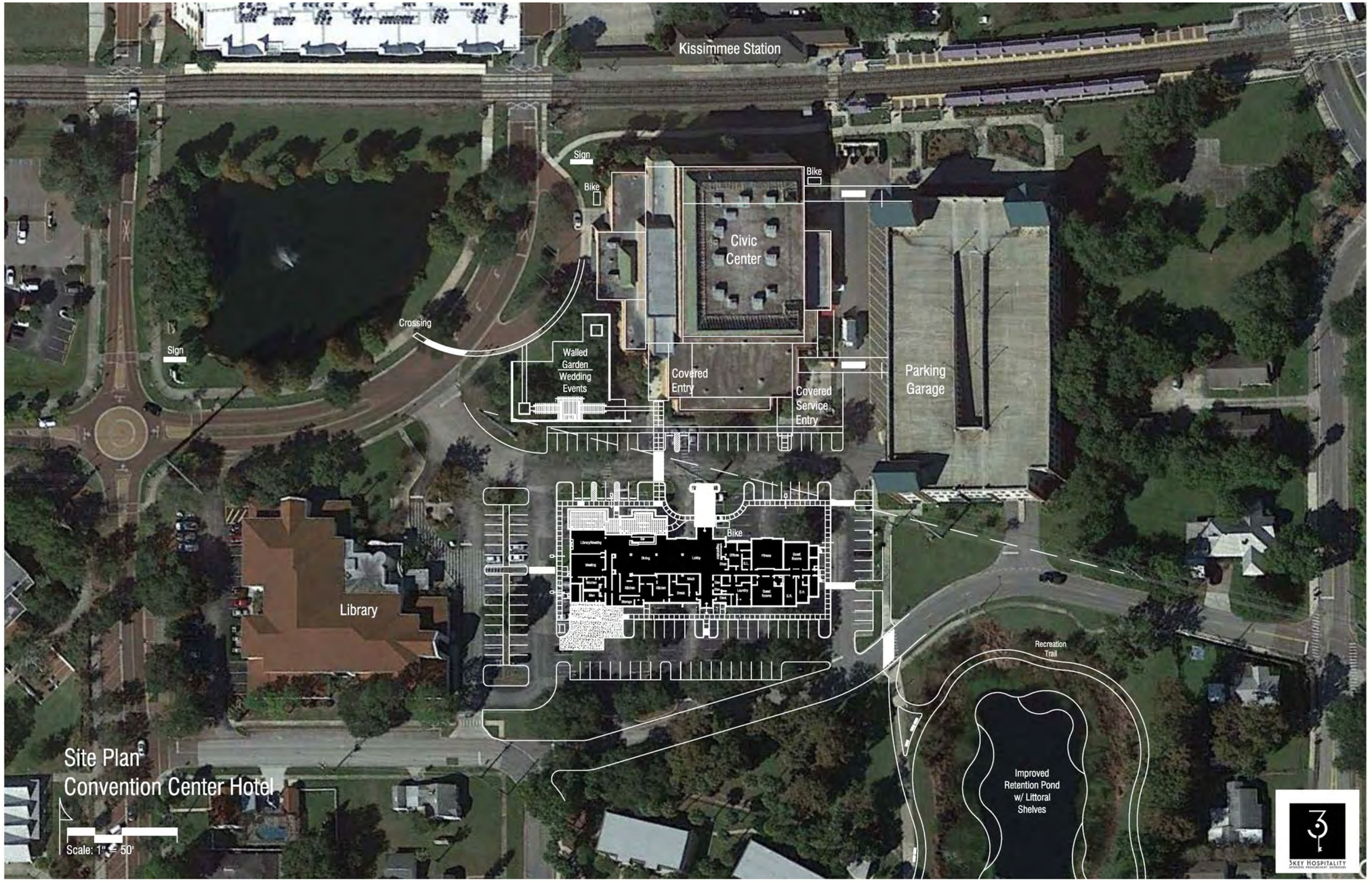
2 Modern Facade - Florida Fun!

3 Arrival Court

4 Integrated Parking / Access with Civic Center and Library



Community Integration



Hilton Garden Inn

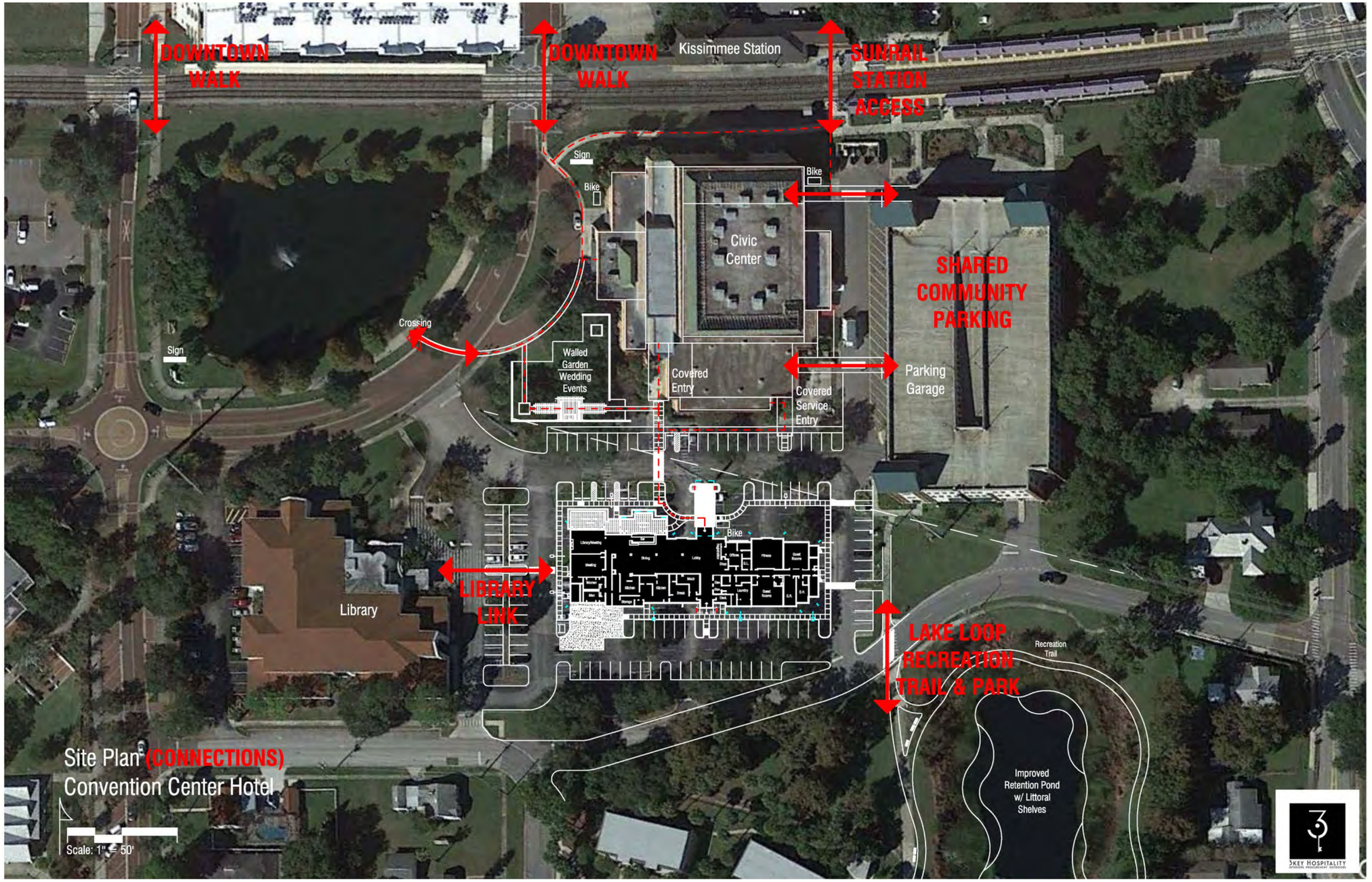
Direct Connections





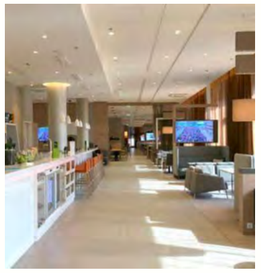






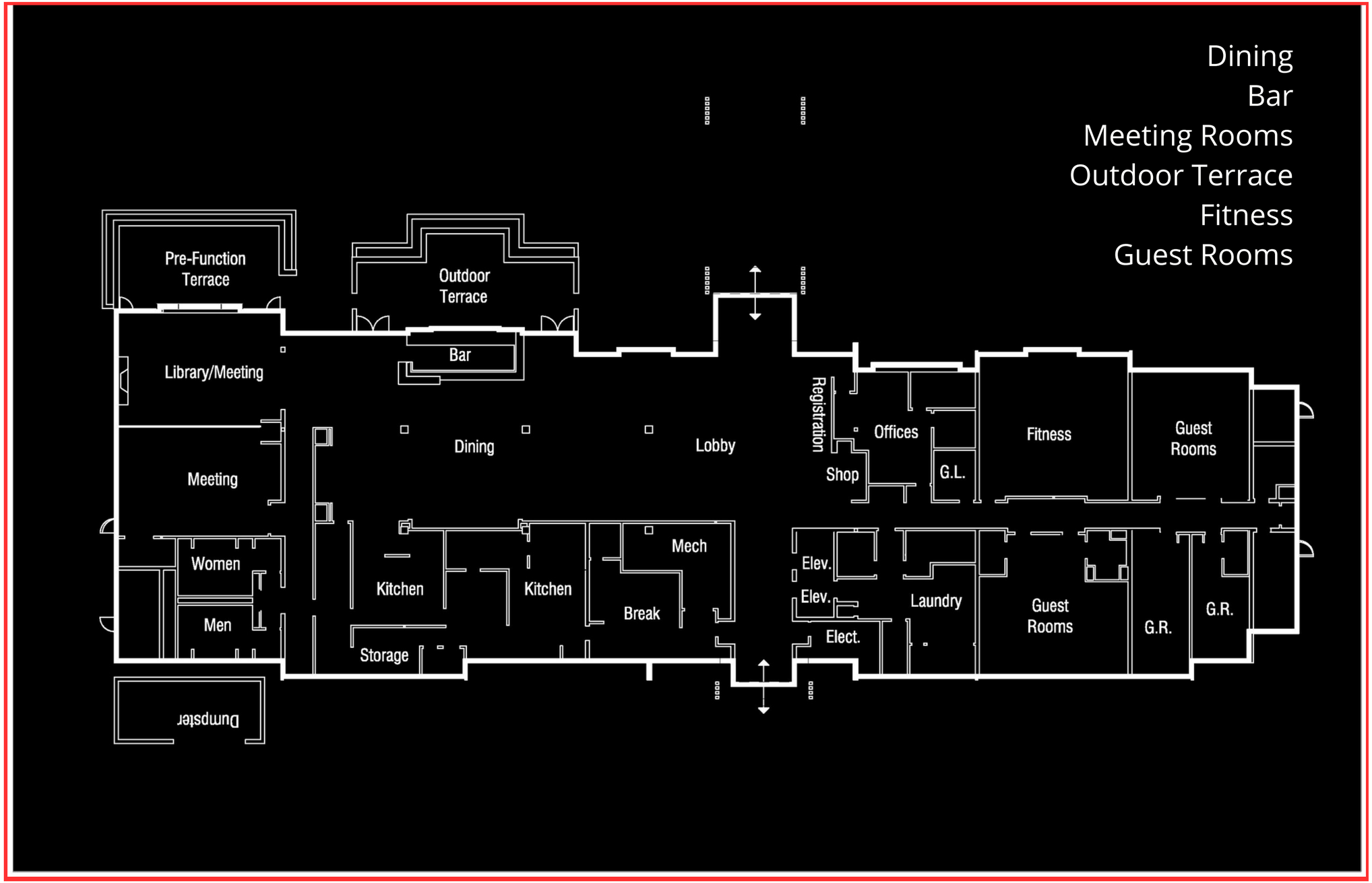
Program Elements







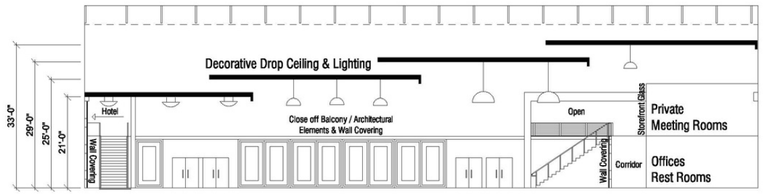




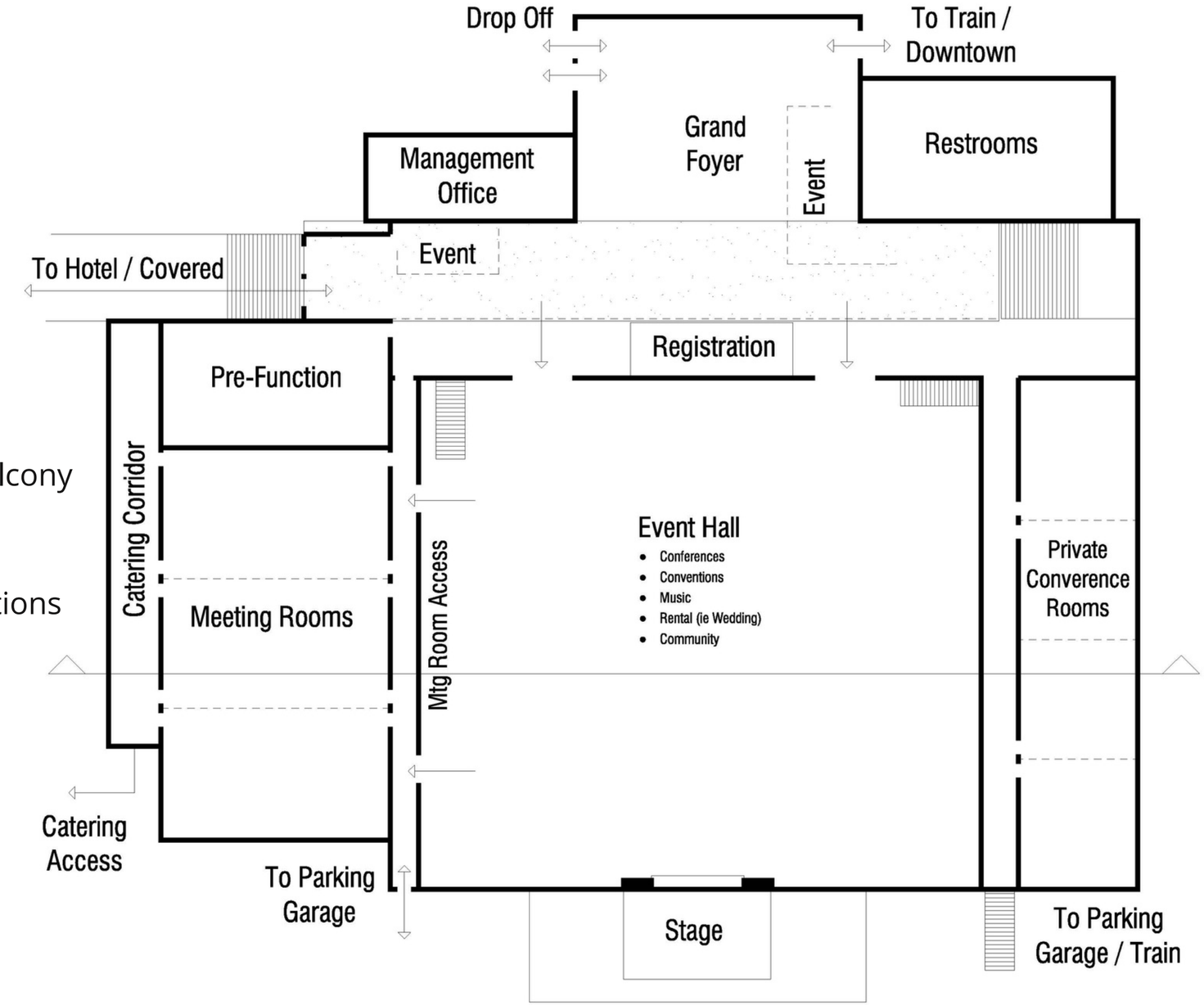
Civic Center Event Hall

Event Hall:

- New Wall Panels / Covering
- Drop Ceiling
- Specialty Lighting
- Electrical Drops
- Stairs to Level Two from Show Floor
- Doors to Meeting Rooms from Show Floor
- Close off Back Balcony
- Create Private Event Conference Rooms on Balcony
- Retain Stage for Speaker / Presenters
- Utilize Back of Stage for Speakers
- State of Art Audio and Visual System / Connections



Drop Ceiling - Event Hall



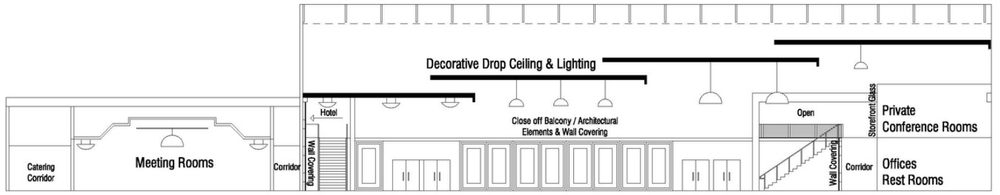
Convention Center Plan View

Not To Scale

Civic Center Refresh

Front Office





Section / Elevation

New Glass Atrium
Private Event Conference Rooms
Event Hall (Remove Sports)

- Conferences / Seminar
- Conventions
- Music
- Wedding
- Community Events

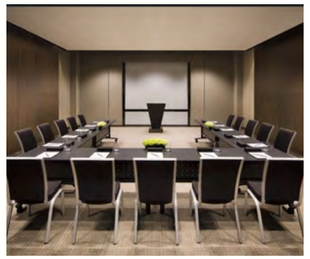
Updated Meeting Rooms, Offices & Restrooms:

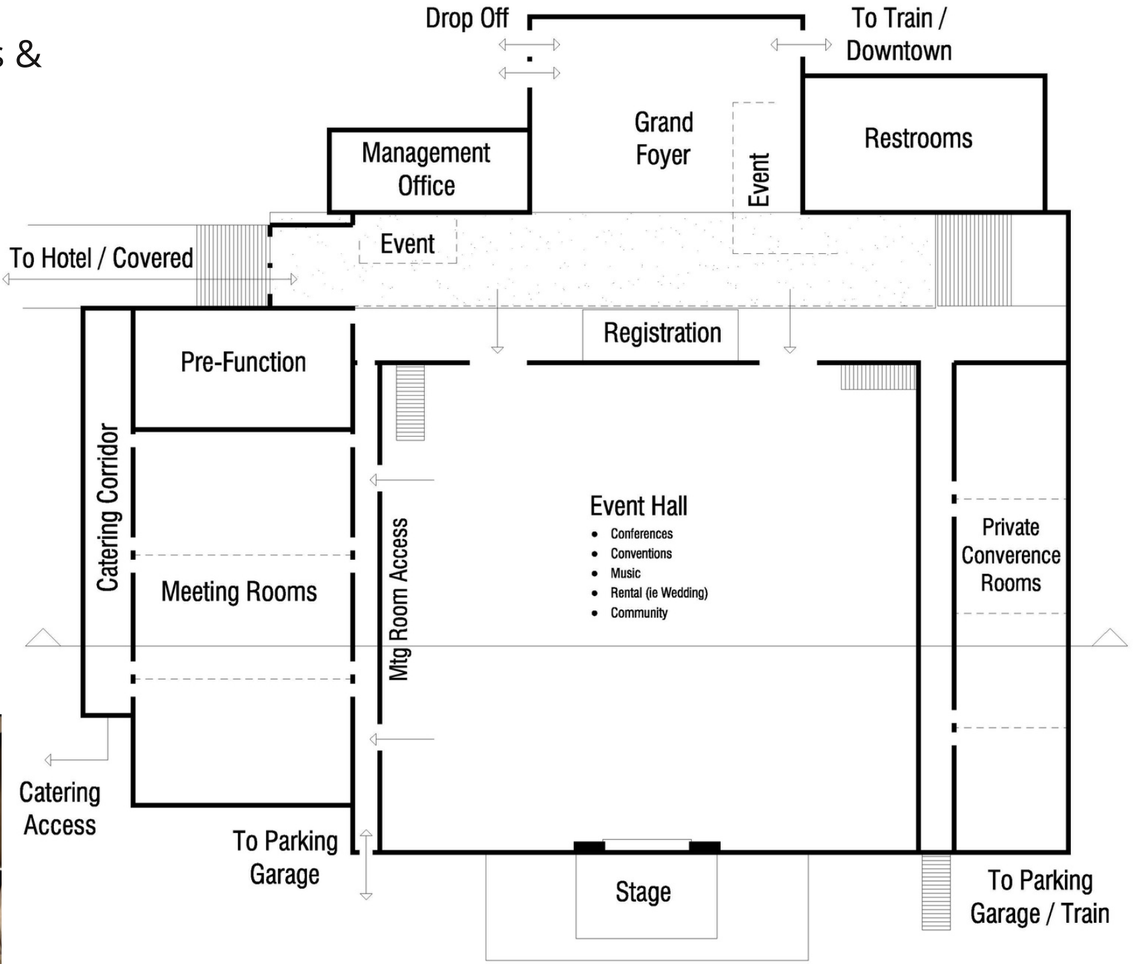
- Flooring
- Wall Covering
- Ceilings
- Lighting
- Furnishings

Meeting Rooms





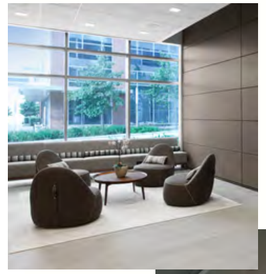




Convention Center Plan View
Not To Scale

Atrium





Private Conference Rooms





Design Team Introduction

TEAM



Chad Grimm, RLA
CEO, COO

31+ years leading design, manufacturing, and construction businesses.

Proactive project implementation.

Seamless exterior and interior design experiences.

Gardens, aquatic, rooftop, food and beverage, hardscape and environmental.



Luciana Melo, LEED AP
Principal
Interior Design

13+ years in hospitality architecture and design.

Memorable design; functional, seamless, inviting.

Collaborative project management.

Independent, boutique, select and full-service hotels.



Tracy Cheetham,CPIM, CSCP
Director of Procurement

26 + years in supply chain and logistics.

Integrated business and operations leader.

Sourcing, delivery & installation process management.

Certified supply chain educator.

Active supply chain leadership - ASCM/APICS.

3KEY HOSPITALITY
INTERIORS PROCUREMENT OUTDOORS

Provided below is insight into our active projects currently under contract as well as a further sampling of other select project experience for your review.

ACTIVE PROJECTS

- Fairfield Inn & Suites, Atlanta Airport
- Fairfield Inn & Suites, Charlotte Uptown
- Residence Inn by Marriott, Sanibel Island
- Cambria, Jacksonville, FL
- Clarion to Radisson conversion, Miami FL
- Hampton Inn & Suites, Bellevue, WA
- Hampton Inn & Suites, Napa, CA
- Hampton Inn & Suites – Times Square, New York, NY
- Hampton Inn & Suites, Los Angeles Airport
- Hilton Garden Inn – Palo Alto, CA
- Hilton Garden Inn – Burbank, CA
- Seafarer Inn, Jekyl Island, GA
- Wyndham Garden, Jacksonville, NC
- El Caribe conversion to Home 2 Suites, Daytona Beach, FL
- Sandals conversion to Beaches, Exumas, Bahamas

SELECTED HOSPITALITY PROJECT EXPERIENCE

- Homewood Suites – Cary, North Carolina
- Homewood Suites – Greenville, South Carolina
- Hilton Garden Inn – Ft Lauderdale, Florida
- Residence Inn – Summerville, South Carolina
- TownePlace Suites – Fort Mills, South Carolina
- Embassy Suites – St. Augustine, Florida
- Marriott Vacation Clubs – Hilton Head Island, South Carolina
- The Landings Country Club – Savannah, Georgia
- Staybridge Suites & Holiday Inn – Grapevine, Texas
- Element – North Charleston, South Carolina
- Hampton Inn – Fort Myers, Florida
- Home2 – Toledo, Ohio
- Residence Inn – Cincinnati, Ohio
- Cambria – Minneapolis, Minnesota
- Fairfield Inn & Suites – Minneapolis, Minnesota
- Holiday Inn Express – Milwaukee, Wisconsin
- Hyatt House – Bloomington, Minnesota
- Residence Inn – Jacksonville, Florida
- Springhill Suites – North Charleston, South Carolina
- Courtyard – Tinley Park, Illinois
- Homewood Suites – Hanover, Maryland
- Hilton Garden Inn – Hanover, Maryland
- Hyatt Place – Jacksonville, Florida
- Hyatt House – Franklin, Tennessee
- Star Island Resorts, Eleuthera, Bahamas
- Hyatt House Orlando, FL
- Hyatt House Tampa, FL

FOR MORE INFORMATION

PLEASE CONTACT US

Meghan Stuart
Senior Vice President
Office (407) 420-7954
Mobile (321) 302-5837
meghan@ihrmc.com





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)

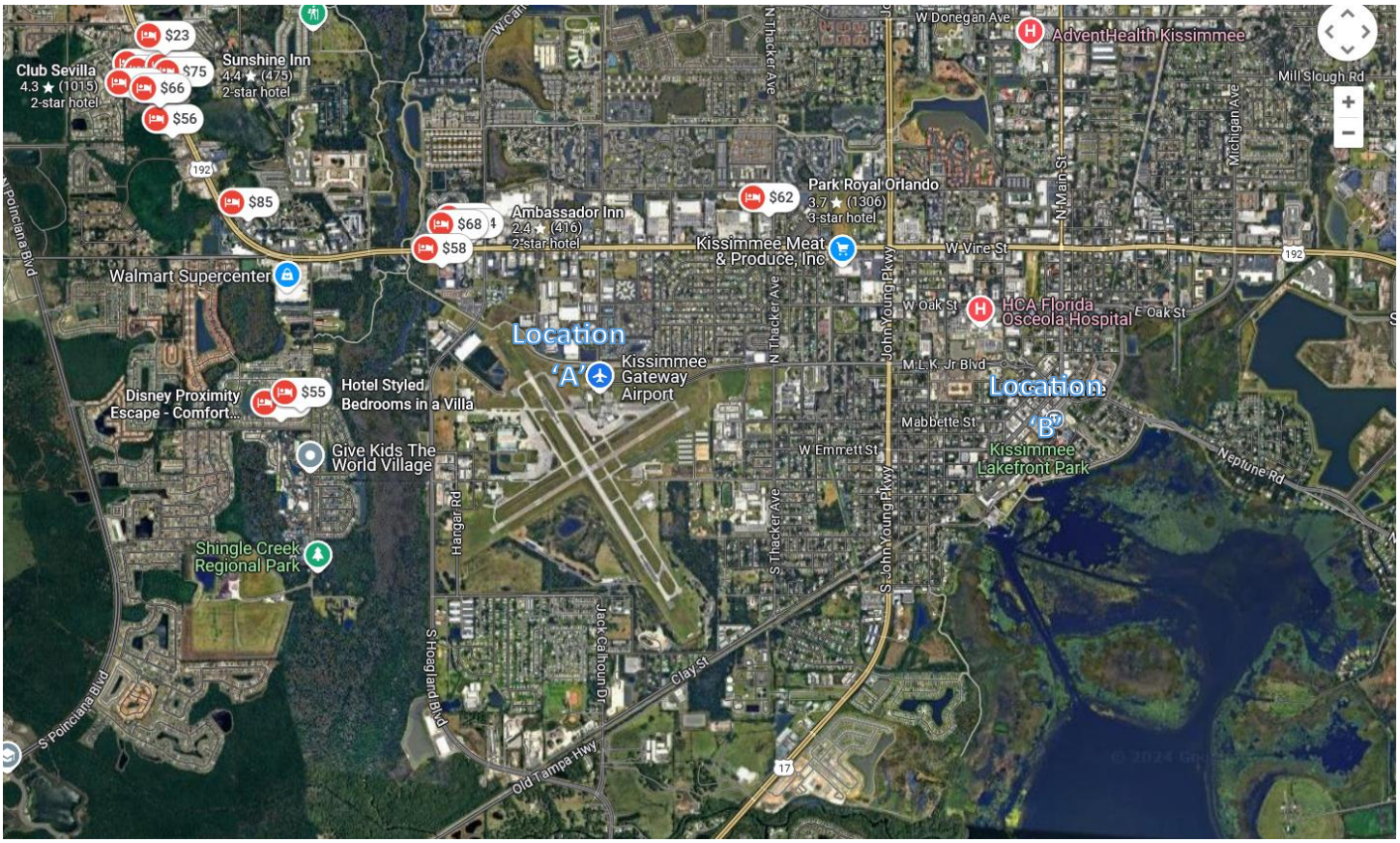


Figure 3- Map Showing the KPDG Proposed KGA and Lake 'Toho' (Kissimmee Lakefront Park) Sites within the East Kissimmee Hotel Market

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
Total	**12,027**	**61.7%**	**$116.02**	**$71.64**	**128**	**160**

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
STR Comp Set	**Rooms**
Staybridge Suites Orlando Royale Parc	224
Comfort Suites Maingate East	198
SpringHill Suites Orlando Lake Buena Vista	150
Trademark Collection by Wyndham Magic	150
Extended Stay America Orlando -	122
Total	**844**

Hyatt Place Kissimmee	200
STR Comp Set	**Rooms**
Hilton Garden Inn Lake Buena Vista/Orlando	137
Hyatt Place Orlando / Lake Buena Vista	169
Hampton Inn Kissimmee North	128
SpringHill Suites Orlando Lake Buena Vista	150
Holiday Inn Express & Suites South Lake	162
Fairfield Inn & Suites Orlando Kissimmee	150
Total	**896**

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.

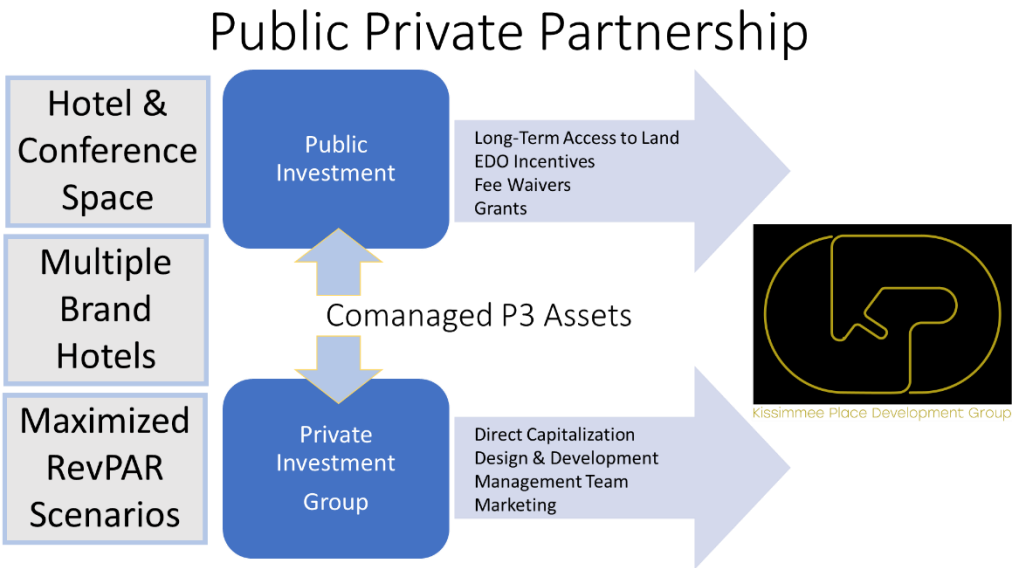


Figure 6- Proposed intent of the KPDG Public Private Partnership

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.



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 ant 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.

WOOLPERT
DESIGN | GEOSPATIAL | INFRASTRUCTURE

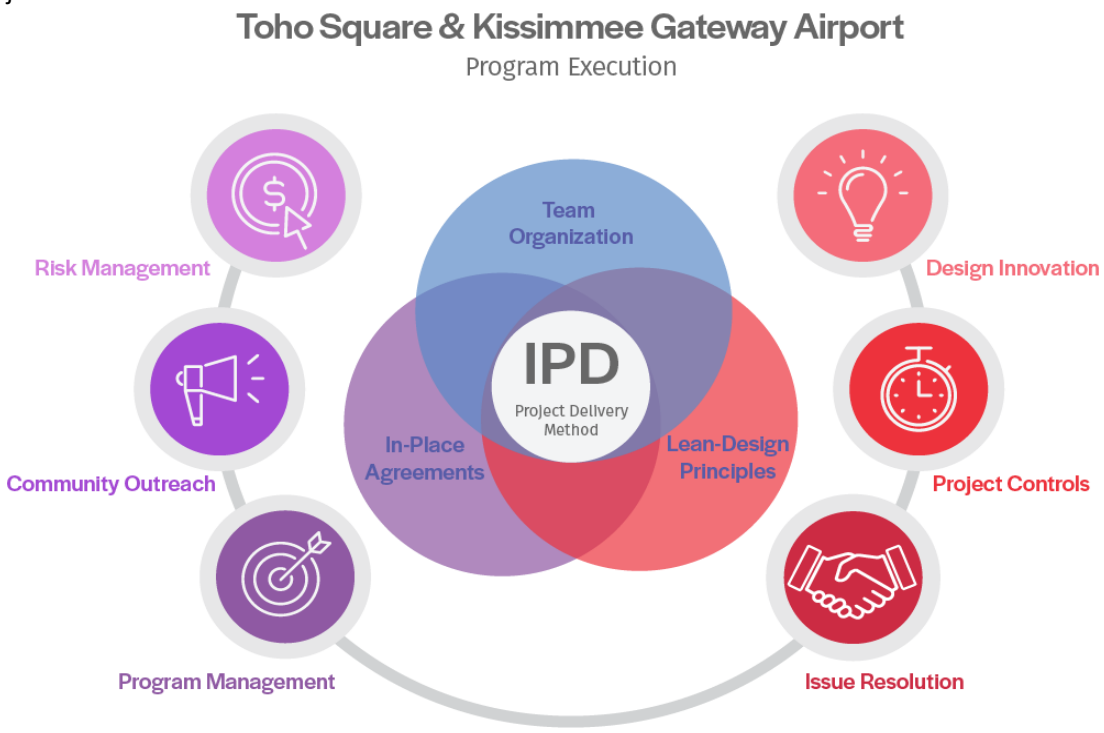
CRANE

THIRD VOYAGE INC

RESOLUTE ROAD HOSPITALITY

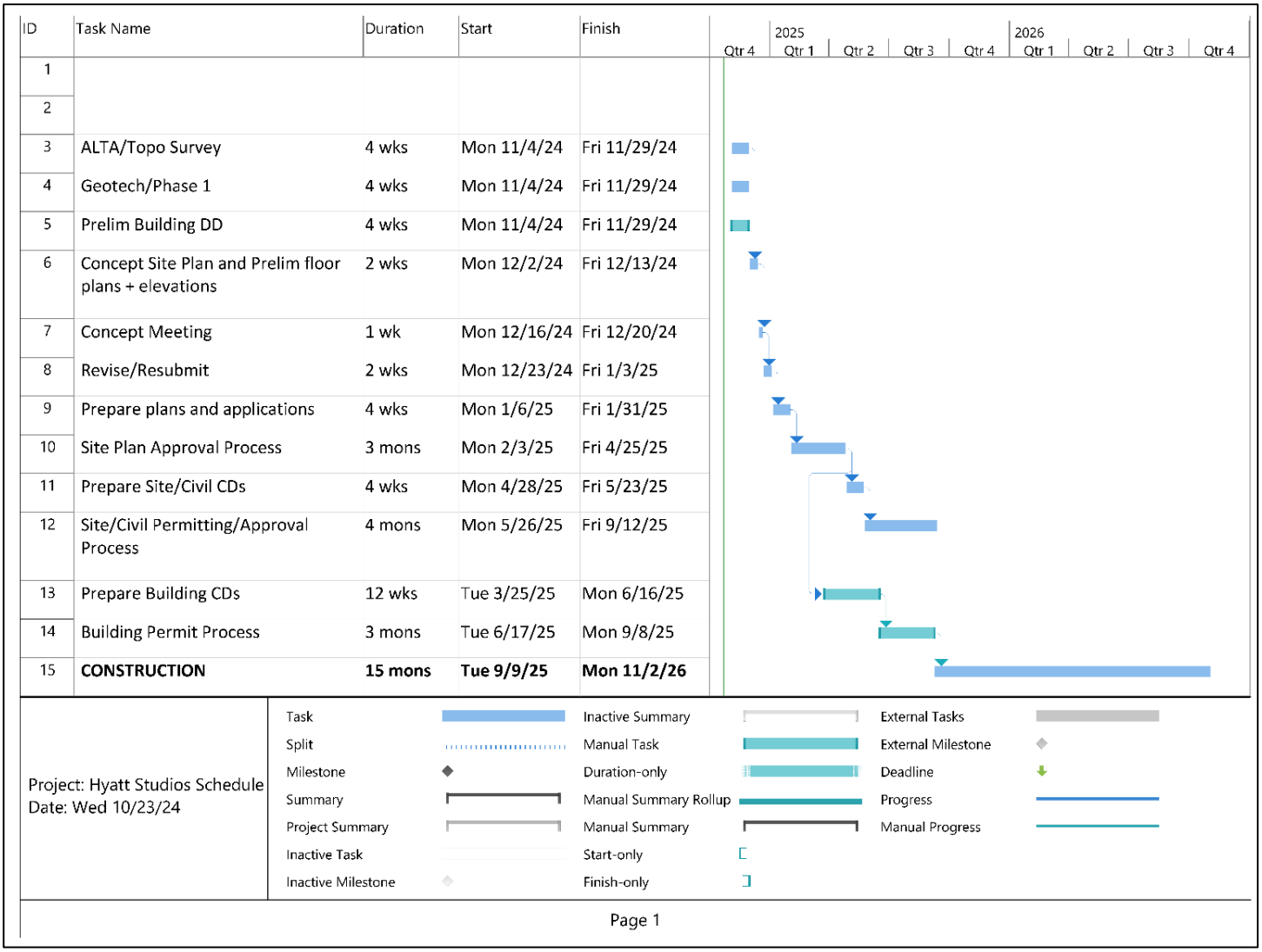
Our IPD Approach

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.



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.



ID	Task Name	Duration	Start	Finish
1				
2				
3	ALTA/Topo Survey	4 wks	Mon 11/4/24	Fri 11/29/24
4	Geotech/Phase 1	4 wks	Mon 11/4/24	Fri 11/29/24
5	Prelim Building DD	4 wks	Mon 11/4/24	Fri 11/29/24
6	Concept Site Plan and Prelim floor plans + elevations	2 wks	Mon 12/2/24	Fri 12/13/24
7	Concept Meeting	1 wk	Mon 12/16/24	Fri 12/20/24
8	Revise/Resubmit	2 wks	Mon 12/23/24	Fri 1/3/25
9	Prepare plans and applications	4 wks	Mon 1/6/25	Fri 1/31/25
10	Site Plan Approval Process	3 mons	Mon 2/3/25	Fri 4/25/25
11	Prepare Site/Civil CDs	4 wks	Mon 4/28/25	Fri 5/23/25
12	Site/Civil Permitting/Approval Process	4 mons	Mon 5/26/25	Fri 9/12/25
13	Prepare Building CDs	12 wks	Tue 3/25/25	Mon 6/16/25
14	Building Permit Process	3 mons	Tue 6/17/25	Mon 9/8/25
15	**CONSTRUCTION**	**15 mons**	**Tue 9/9/25**	**Mon 11/2/26**

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 oversite 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	
Operating Revenue										
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%
Total Dept Revenue	**3,427,999**	**100.0%**	**4,037,556**	**100.0%**	**4,589,590**	**100.0%**	**4,713,835**	**100.0%**	**4,854,711**	**100.0%**
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%
Total Dept Expense	**988,743**	**28.8%**	**1,098,150**	**27.2%**	**1,204,853**	**26.3%**	**1,235,979**	**26.2%**	**1,271,167**	**26.2%**
Total Dept Profit	**2,439,255**	**71.2%**	**2,939,407**	**72.8%**	**3,384,738**	**73.7%**	**3,477,856**	**73.8%**	**3,583,544**	**73.8%**
Undistributed Expenses										
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%
Total Undistributed Expenses	**1,385,435**	**40.4%**	**1,547,965**	**38.3%**	**1,715,248**	**37.4%**	**1,761,915**	**37.4%**	**1,812,828**	**37.3%**
Gross Operating Profit (GOP)	**1,053,821**	**30.7%**	**1,391,442**	**34.5%**	**1,669,489**	**36.4%**	**1,715,941**	**36.4%**	**1,770,716**	**36.5%**
Management Fees	137,120	4.0%	161,502	4.0%	183,584	4.0%	188,553	4.0%	194,188	4.0%
Assumption Drivers	**916,701**	**26.7%**	**1,229,940**	**30.5%**	**1,485,906**	**32.4%**	**1,527,388**	**32.4%**	**1,576,528**	**32.5%**

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	
Operating Revenue										
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%
Total Dept Revenue	**6,528,422**	**100.0%**	**7,589,313**	**100.0%**	**8,632,488**	**100.0%**	**8,866,725**	**100.0%**	**9,132,273**	**100.0%**
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%
Total Dept Expense	**1,841,435**	**28.2%**	**2,004,148**	**26.4%**	**2,177,785**	**25.2%**	**2,234,473**	**25.2%**	**2,298,522**	**25.2%**
Total Dept Profit	**4,686,987**	**71.8%**	**5,585,166**	**73.6%**	**6,454,703**	**74.8%**	**6,632,253**	**74.8%**	**6,833,751**	**74.8%**
Undistributed Expenses										
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%
Total Undistributed Expenses	**2,161,948**	**33.1%**	**2,433,053**	**32.1%**	**2,728,766**	**31.6%**	**2,804,130**	**31.6%**	**2,887,212**	**31.6%**
Gross Operating Profit (GOP)	**2,525,039**	**38.7%**	**3,152,113**	**41.5%**	**3,725,937**	**43.2%**	**3,828,123**	**43.2%**	**3,946,538**	**43.2%**
Management Fees	261,137	4.0%	303,573	4.0%	345,300	4.0%	354,669	4.0%	365,291	4.0%
Assumption Drivers	**2,263,902**	**34.7%**	**2,848,540**	**37.5%**	**3,380,637**	**39.2%**	**3,473,454**	**39.2%**	**3,581,247**	**39.2%**

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.

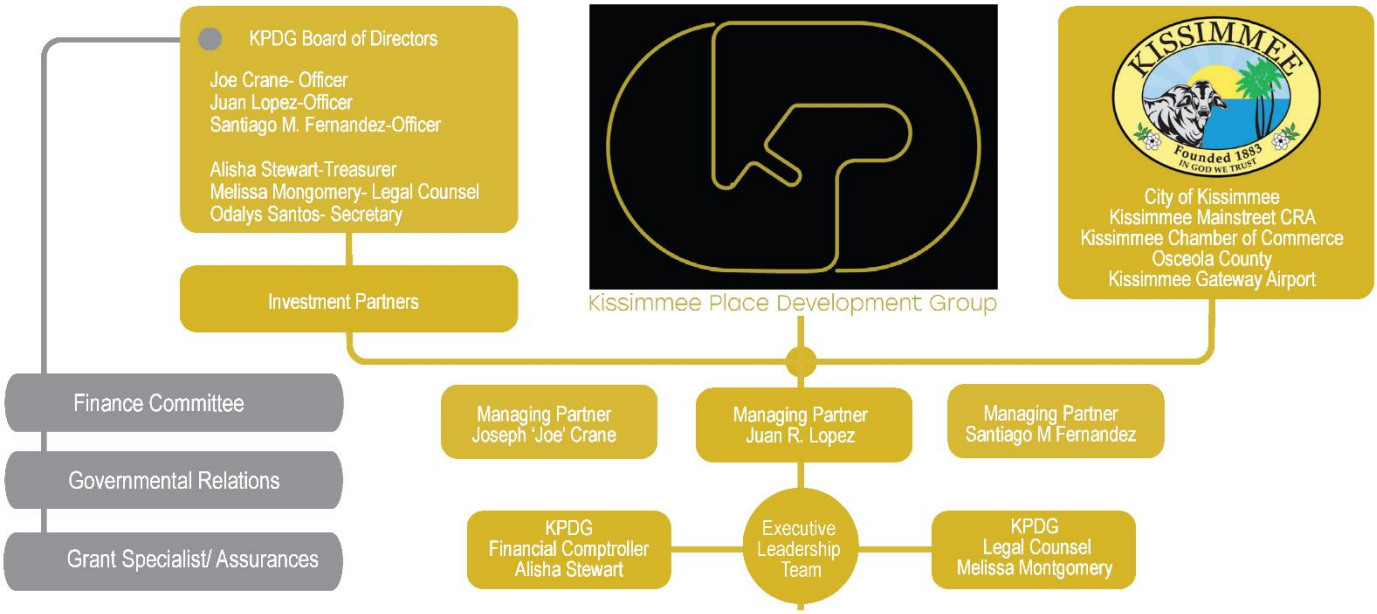
Third-Party Vendor Risk Mitigation is also a concern we have intentions to mitigate. We intend to deliver the Hyatt prototype as totally owner furnished endeavor. This accounted for in our proforma as the procurement methodology itemization. KPDG Operational Risk Management is made easier in that we 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

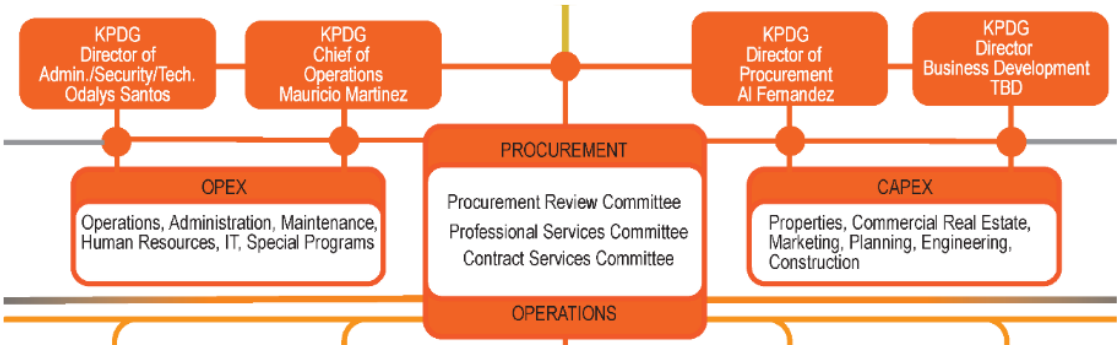
Owner Representatives through Construction and serve as Oversight Managers during Operations.



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."*

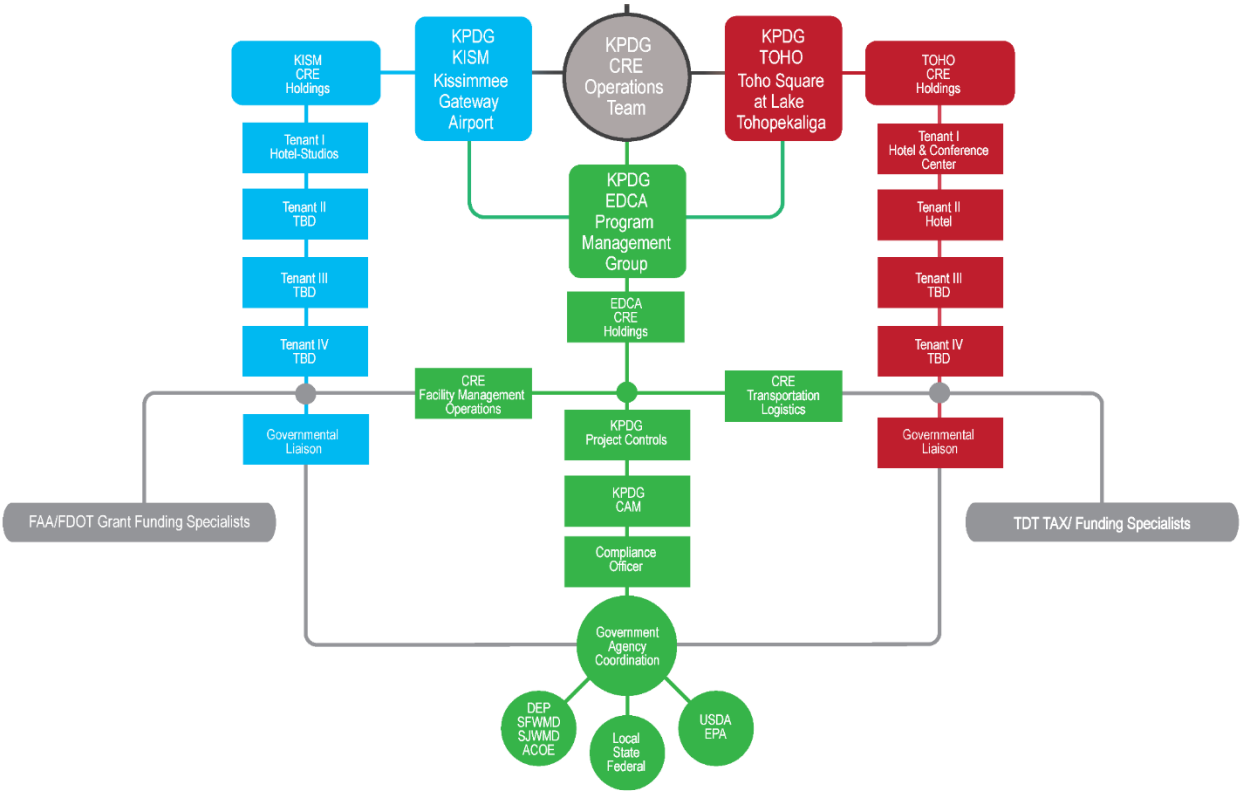
Operational Structure

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





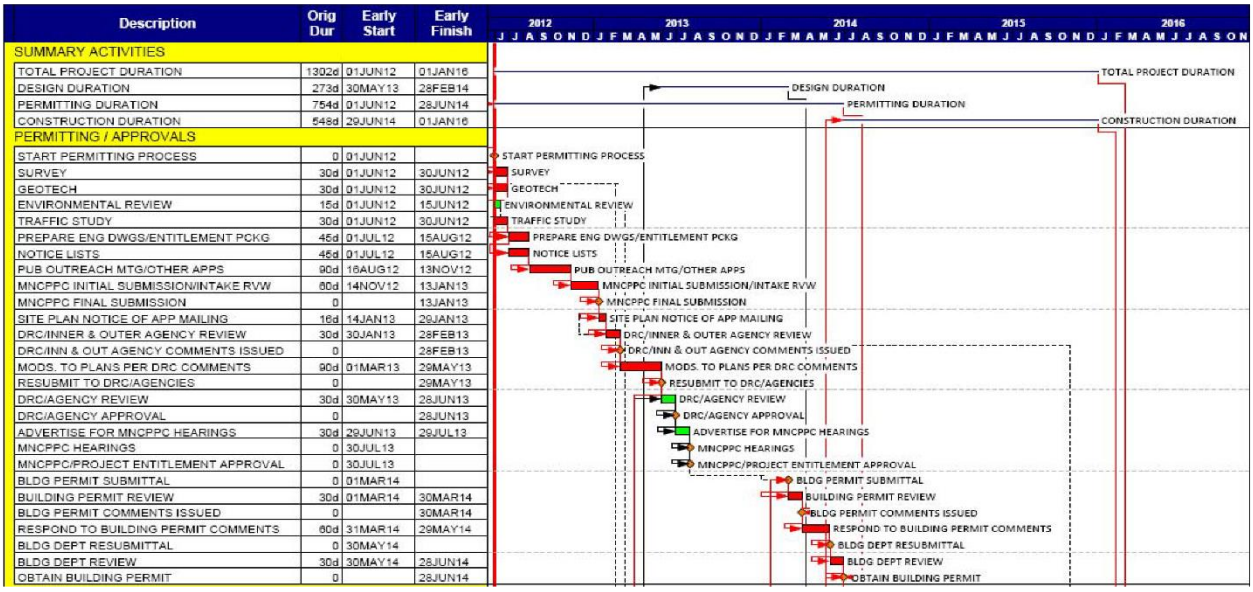
KPDG Holding Companies, Governance and Reporting

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.

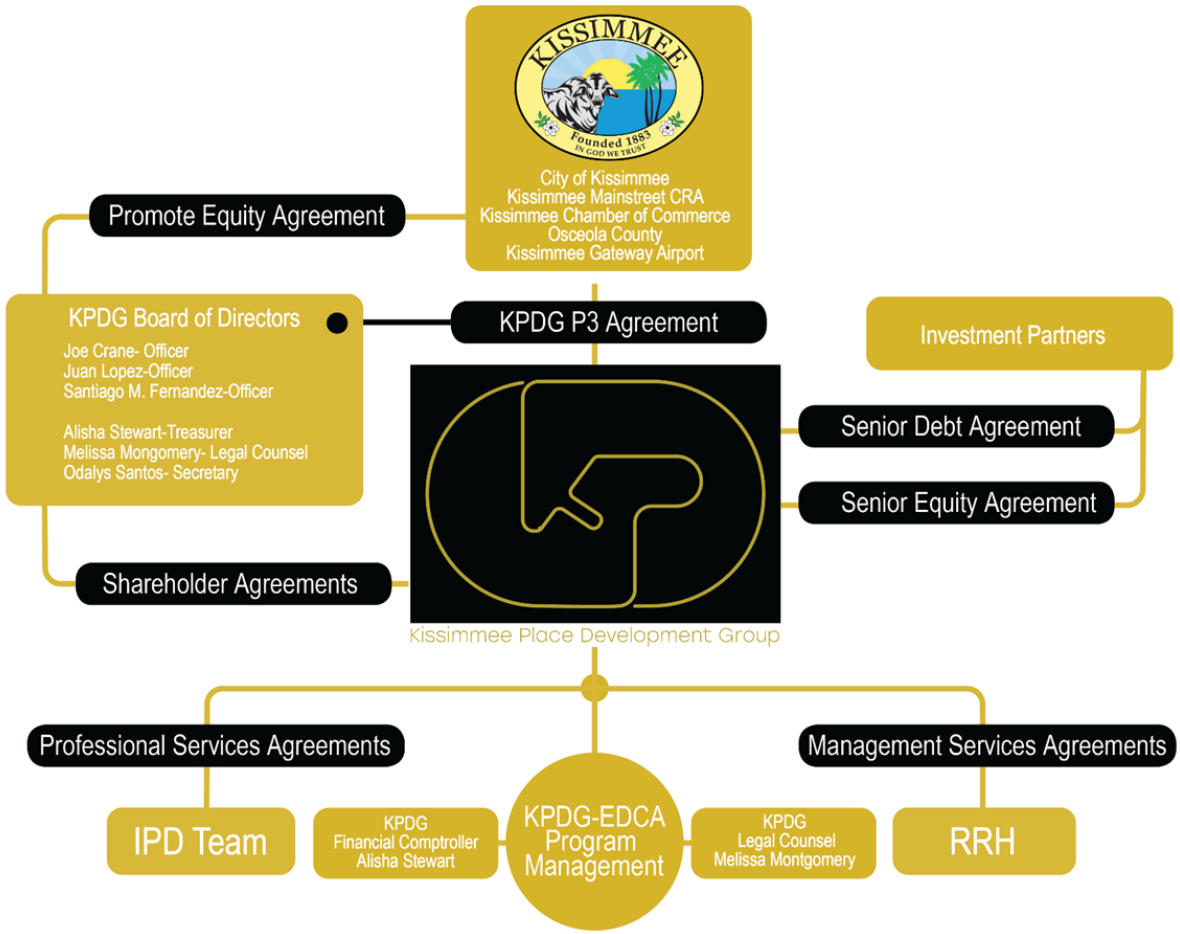


Description	Orig Dur	Early Start	Early Finish
SUMMARY ACTIVITIES			
TOTAL PROJECT DURATION	1302d	01JUN12	01JAN16
DESIGN DURATION	273d	30MAY13	28FEB14
PERMITTING DURATION	754d	01JUN12	28JUN14
CONSTRUCTION DURATION	548d	29JUN14	01JAN16
PERMITTING / APPROVALS			
START PERMITTING PROCESS	0	01JUN12	
SURVEY	30d	01JUN12	30JUN12
GEOTECH	30d	01JUN12	30JUN12
ENVIRONMENTAL REVIEW	15d	01JUN12	15JUN12
TRAFFIC STUDY	30d	01JUN12	30JUN12
PREPARE ENG DWGS/ENTITLEMENT PCKG	45d	01JUL12	15AUG12
NOTICE LISTS	45d	01JUL12	15AUG12
PUB OUTREACH MTG/OTHER APPS	90d	16AUG12	13NOV12
MNCPPC INITIAL SUBMISSION/INTAKE RVW	60d	14NOV12	13JAN13
MNCPPC FINAL SUBMISSION	0		13JAN13
SITE PLAN NOTICE OF APP MAILING	16d	14JAN13	29JAN13
DRC/INNER & OUTER AGENCY REVIEW	30d	30JAN13	28FEB13
DRC/INN & OUT AGENCY COMMENTS ISSUED	0		28FEB13
MODS. TO PLANS PER DRC COMMENTS	90d	01MAR13	29MAY13
RESUBMIT TO DRC/AGENCIES	0		29MAY13
DRC/AGENCY REVIEW	30d	30MAY13	28JUN13
DRC/AGENCY APPROVAL	0		28JUN13
ADVERTISE FOR MNCPPC HEARINGS	30d	29JUN13	29JUL13
MNCPPC HEARINGS	0	30JUL13	
MNCPPC/PROJECT ENTITLEMENT APPROVAL	0	30JUL13	
BLDG PERMIT SUBMITTAL	0	01MAR14	
BUILDING PERMIT REVIEW	30d	01MAR14	30MAR14
BLDG PERMIT COMMENTS ISSUED	0		30MAR14
RESPOND TO BUILDING PERMIT COMMENTS	60d	31MAR14	29MAY14
BLDG DEPT RESUBMITTAL	0	30MAY14	
BLDG DEPT REVIEW	30d	30MAY14	28JUN14
OBTAIN BUILDING PERMIT	0		28JUN14

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 in 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

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SKYVIEW COMPANIES



DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS

01. BEAUMONT REDEVELOPMENT PLANS

Kissimmee Historic District, FL

Size	Budget	Timeline
Approx. 100,000 SF of office space, 312 residential rental units across 6 new urban city blocks	$250 Million	June 2022 - Fall 2027 (est.)

SkyView Companies Specializes in Large Format Higher-Density Urban Projects

City of Kissimmee Beaumont Redevelopment: Perhaps our most relevant Florida public agency relationship is our current redevelopment project with the City of Kissimmee. In a competitive RFP process, we won the development rights to the Beaumont redevelopment site located in Kissimmee's Downtown CRA. We worked exhaustively with the city to establish the Master Development Agreement for this multi-phase 20-acre site. We closely collaborated with multiple city stakeholders to create a master plan and design that met the city's goals for this transformative project. We urge you to contact our primary contacts at the City of Kissimmee (City Manager Mike Steigerwald and Development Director Craig Holland) for a first-hand review of our Public Private Partnership performance to date.

In 2020, SkyView Companies was honored to be named the Master Developer for the Beaumont Redevelopment site in Kissimmee, FL. Our vision is to create a thriving, mixed-use urban community centered around the Medical Arts District, bringing together living spaces, healthcare facilities, and retail opportunities.

Our Vision

The Beaumont Redevelopment project is more than just a development; it's about community-building. Our goal is to provide quality housing and amenities that support the Medical Arts District while enriching the local economy. We are committed to fostering a vibrant, connected neighborhood that blends seamlessly with Kissimmee's historic charm.

Phases of Development

Phase 1: The Allen

The Allen is a 312-unit apartment complex designed to cater to the medical community's needs. This isn't just another apartment complex; it's a vibrant community created to support the Medical Arts District.

Purpose: Provide hospital staff quality housing and attract disposable income to Kissimmee's historic downtown and Main Street businesses.

Design: Inspired by the historic downtown, The Allen features finishes that blend seamlessly with the surrounding area, making it look like it has always been part of the community. The street grid has been extended into the property, making the neighborhood walkable, bikeable, and convenient for all residents.

Phase 2: Medical Office Space: 100,000 SF of state-of-the-art medical office space designed to attract top healthcare providers and services, enhancing the Medical Arts District.

Future Phases:

Introducing Phase 3 at Beaumont – Where Community, Commerce, and Connection Come to Life

Phase 3 of the Beaumont development is the exciting next step in creating a true **live, work, and play** destination. Designed to complement the vibrant energy of The Allen residences and the professional excellence of The Medical Center, this phase introduces a thoughtfully curated mix of **retail and commercial spaces** tailored to enhance daily life. At the heart of Phase 3 is a beautifully **amenitized pond,** surrounded by **restaurants, cafes, and gathering spaces** — offering residents, professionals, and visitors a place to relax, connect, and enjoy scenic views. Whether it's grabbing coffee before a shift,



dining with friends after work, or hosting community events, this new retail corridor will be the go-to hub for leisure and lifestyle.

Phase 3 brings more than just convenience — it brings community.

Be part of the transformation. Be part of Beaumont.

Community Impact

The Beaumont Redevelopment is designed with the community in mind. By extending the street grid into the development, we've ensured that the neighborhood is highly walkable and bikeable. This connectivity enhances residents' quality of life and supports local businesses by increasing foot traffic.

Conclusion

SkyView Companies is dedicated to transforming the Beaumont Redevelopment site into a model urban mixed-use community. By focusing on the Medical Arts District and blending new development with the historic character of Kissimmee, we are creating a vibrant, sustainable community that will thrive for years to come.

DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS

02. THE ALLEN AT BEAUMONT

Kissimmee Historic District, FL

Size	Budget	Timeline
312 residential rental units across 6 new urban city blocks	$60 Million	June 2022 - Mar 2025

The Allen is Phase 1 of The Beaumont Redevelopment. This stunning building bring 312 apartment units with luxury amenities to Kissimmee's Medical Arts District, fulfilling a need for housing for the medical community. The goal was to provide quality housing for the medical staff. There are 3 major hospitals within a 1 mile radius. Inspired by the historic downtown, The Allen features finishes that blend seamlessly with the surrounding area. We were intentional about developing a project that looked like it has always been a part of the community.

The Allen boasts an impressive array of amenities, including a resort-style pool, a state-of-the-art gym, a stylish clubhouse, a game room, a cutting-edge sports simulator, and a business center featuring private offices and co-working spaces. Residents can also enjoy beautifully landscaped private courtyards. Once complete, The Allen will undoubtedly become the jewel of Kissimmee.

In keeping with the historic theme of the project, the building was named The Allen, paying homage to Kissimmee's former name, Allendale.

The Allen, which broke ground on May 4th, 2023 and was completed in March 2025.











DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS

03. MEDICAL CENTER AT BEAUMONT

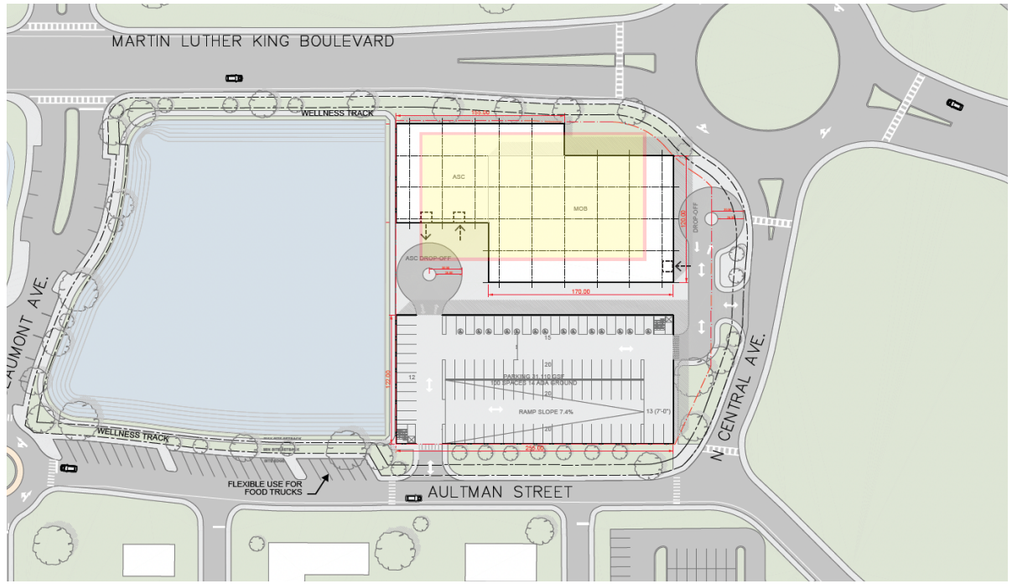
Kissimmee Historic District, FL

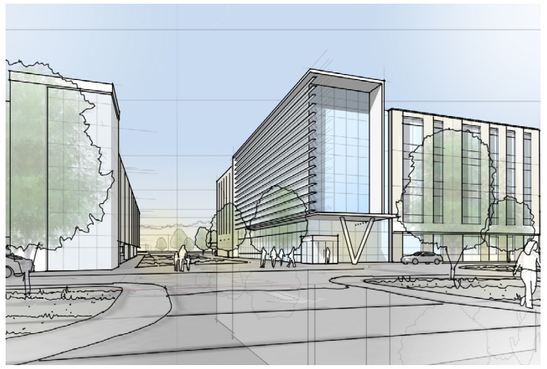
Size	Budget
100,000 SF, 381,000 patient visits annually, supports 500 jobs	$62 Million

Discover The Medical Center at Beaumont – Where Innovation Meets Care
Strategically located in the heart of Beaumont's thriving Medical Arts District, The Medical Center at Beaumont was purposefully developed with the medical community in mind. This state-of-the-art, hospital-adjacent ambulatory center and medical office hub brings 100,000 square feet of cutting-edge healthcare space to one of the most dynamic healthcare corridors in the region.

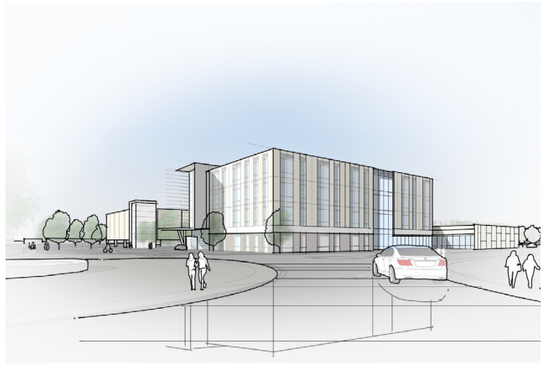
With three major hospitals within a one-mile radius, The Medical Center at Beaumont offers unparalleled access for providers and convenience for patients. Whether you're establishing a new practice, expanding your services, or seeking a collaborative healthcare environment, this premier location places you at the center of it all. Designed for practitioners. Built for community impact. Positioned for growth.

Join a thriving network of healthcare professionals and become part of the next chapter in Beaumont's medical excellence.











DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS – URBAN

04. THE URBAN

Flushing Queens, NY

Size	Budget
165,000 SF Mixed-Use, 20,000 SF ground floor retail, 15,000 SF of community facility office, 103 units, 175 parking spaces	$66 Million

The Urban is a 103 unit rental apartment building in Flushing, NY consisting of 165,000 SF of mixed-use, ground-up development. The building is ideal for professionals and young families who prefer to live in a building designed and managed for renters but featuring upscale condo level finishes.

The Urban is surrounded by a vibrant restaurant culture in addition to various options for entertainment, shopping, leisure and public transportation. The building also includes a fully equipped gym, entertainment lounge with pool table, 2nd floor outdoor terrace, and rooftop dog run, yoga lawn, grills, and outdoor seating areas.

The ground floors consist of 35,000 sf of commercial space. Retail tenants include Bank of America, HMart Supermarket, Burger King, and professional office spaces. Two floors of sub-grade parking provide for 175 cars.

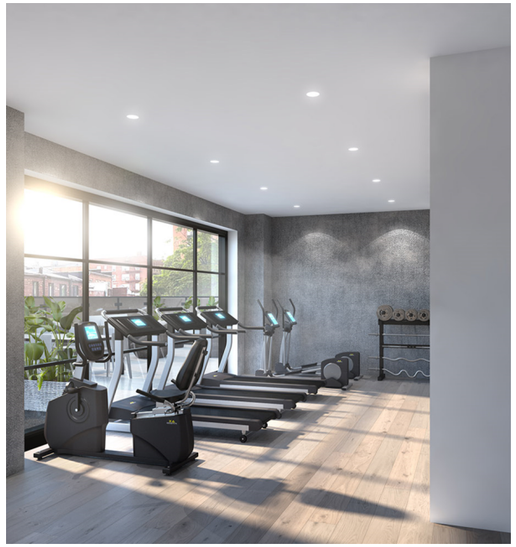
Located in a submarket dominated by condominiums, the 100% occupied property was completed in late 2020 and is the only new class-A multifamily development in Flushing, making it a premiere option for renters seeking luxury apartments in the neighborhood.

SkyView was responsible for obtaining the equity and debt financing, overseeing all aspects of construction and asset management and the ultimate disposition of the asset.









DEVELOPER QUALIFICATIONS & EXPERIENCE

PROJECTS – URBAN

05. THE GRAND AT SKY VIEW PARC

Flushing Queens, NY

Size	Budget	Timeline
750 Condos 24,000 SF Clubhouse Space	$750 Million	2015-2017

In the heart of Flushing, Queens, The Grand consists of a 750-unit residential condominium with a 7-acre green roof, a 5th-floor swimming pool, and 24,000 SF of club amenities. The Grand is surrounded by some of the city's best restaurants and sporting venues, with proximity to Manhattan and easy access to transportation. The shimmering towers are in a vibrant neighborhood with spectacular views and magnificent amenities.

Additionally, residents have direct access to The Shops at Sky View Parc with international brands such as Nike, Target and Uniqlo and supermarkets such as BJ's Wholesale Club, Sky Foods, a 33,000 SF Asian supermarket.

SkyView was responsible for master site planning, obtaining the debt and equity financing, negotiating entitlements with the municipality, overseeing all aspects of design, construction, and asset management, and implementing and managing the residential condo sales process.

SkyView sold 90% of The Grand residences between 2017 and 2019. The Grand was the #1 selling New York City project in 2017 and 2018.











DEVELOPER QUALIFICATIONS & EXPERIENCE

EXPERIENCED. DISCIPLINED. ENTREPRENEURIAL.



MICHAEL DANA

Partner/CEO - New York

President and Chief Executive Officer of Onex Real Estate Partners and SkyView Companies. Michael oversees all investment decisions, as well as the strategic direction of the fund.

Michael has been in the real estate business for more than 35 years. Prior to forming Onex Real Estate Partners and SkyView Companies, he accumulated more than a decade of investment banking experience that culminated at Credit Suisse First Boston, where he was the North American Head of Investment Banking. Prior to this, he ran the capital markets division of Equitable Real Estate.

Michael is a member of the Board of Trustees and Chair of the Baltimore Incentive Program of the University of Maryland. Michael holds a degree from the University of Maryland and an M.B.A. from the University of Pennsylvania's Wharton School of Business.



DAVID BRICKMAN

Partner - New York

David directs acquisitions and development for SkyView Companies. Since joining the team in 2007, David has been intricately involved in the financing, development, leasing, sales, and management of SkyView's development portfolio. David has been in the real estate business for more than 20 years. Prior to joining the team, David was a Vice President at Muss Development LLC. At this development firm, he underwrote and executed real estate acquisitions and multiple ground-up developments in New York City. Prior to that role, he was an analyst in Institutional Sales & Marketing at Bear Stearns Asset Management. David holds a master's degree in Real Estate Finance & Investment from New York University's Schack Institute of Real Estate where he graduated with distinction and was the recipient of the Dean's Graduate Fellowship, and a B.A. with High Honors in Economics from Brandeis University where he graduated summa cum laude and was elected to Phi Beta Kappa. David is a licensed real estate broker in New York State.



STEPHEN LIBERTY

Partner/COO - Florida

Stephen manages day-to-day operations for SkyView Companies. Stephen's responsibilities include overseeing field personnel, risk management, project and systems controls, and accounting for the development and construction process. Stephen has recently relocated to central Florida to establish SkyView Companies southern base of development operations. Stephen most recently oversaw the construction operations for The Urban, a $65 million mixed-use development in Flushing, Queens. Prior to that, Stephen oversaw project controls for the $925 million mixed-use SkyView Parc Phase I and $490 million SkyView Parc Phase II projects in Flushing, New York. Stephen has been in the development, construction management, and accounting fields for over 30 years. Prior to joining SkyView Companies, Stephen was Director of Project Control at ITT Sheraton Corporation and was responsible for project controls for more than $1.5 billion in hotel, casino, and retail projects under the ITT Sheraton and Caesars World brands. Stephen is a graduate of Cornell University.



BLANCA PADILLA

Project Management -Florida

Blanca, with 17 years of experience in the construction industry, currently holds the position of Director of Business Development and Marketing Strategies at SkyView Companies. Her expertise lies in managing large-scale urban mixed-use developments, having overseen over $1.5B in construction in New York City. In 2017, she established SkyView Companies Florida and spearheaded The Beaumont Redevelopment Project, a 20-acre initiative in partnership with the City of Kissimmee. Blanca balances her time between project management, development, site acquisition analysis, business growth, and marketing.

A dedicated member of the CREW Orlando chapter, she actively contributes to the special events committee and co-chairs the programs committee. Her outstanding contributions were recognized when she received the Rising Star Award from CREW Orlando in 2023.



MARIO FARIAS

FCG CEO/Partner

Mario Farias is the managing partner and founder of Farias Consulting Group, established in 2008. With a career rooted in business growth and job creation, he began in the automotive industry, building successful teams that expanded businesses nationwide, even during challenging economic times.

Today, Mario leads multi million-dollar economic development projects and public-private partnerships, specializing in government relations, communications strategies, private sector development, and transnational collaborations. His efforts have forged strategic partnerships that strengthen communities, generate new revenue streams, and create jobs.

A serial entrepreneur, Mario owns multiple restaurants and businesses while actively supporting charities and organizations dedicated to building a stronger, more compassionate community.



ALFRED WENDLER

FCG COO/Partner

Alfred Wendler is a seasoned commercial real estate professional with over 20 years' experience ranging from portfolio management to real estate development and municipal projects. He worked for the City of St. Petersburg in the real estate department for almost a decade, having served as the Director of Real Estate & Property Management. Mr. Wendler brings a firsthand understanding of public private partnerships from the perspective of a municipality and the constraints cities must work within. Mr. Wendler has also served a variety of roles in the corporate environment, developing and managing real estate portfolios in senior leadership positions to include Vice President of Real Estate. By combining his public and private experience, Mr. Wendler brings a unique set of skills to Farias Consulting Group in overseeing public private municipal projects, having sat on both sides of the table.

DEVELOPER QUALIFICATIONS & EXPERIENCE

MOHIP *LAW*



AMINIE MOHIP, ESQ., JD

General Counsel

Practicing since 1991, Aminie Mohip, Esq. has extensive experience in real estate development, including hotels, hotel management companies, office buildings, and retail projects. From 2007 to 2012, she served as Director of Development and General Counsel at Menna Development & Management, Inc. (MDM), a Florida-based commercial developer specializing in hotel projects. She managed all legal aspects of real estate transactions—from acquisition, financing, and entitlements to project stabilization and sale. She also oversaw operations-related legal matters, including HR for 300+ employees, vendor agreements, group room and banquet contracts. As Director of Development, she collaborated with hotel franchisers, local jurisdictions, and construction teams from groundbreaking through completion, and handled hotel and asset sales, including title insurance issuance.



KEVIN WOJTOWICZ

Development Partner

Kevin became a partner at Nielson Hoover in 1997 after eight years with Travelers (formerly Aetna Casualty and Surety). As Managing Partner of Nielson, Wojtowicz, Neu & Associates, he oversees the Tampa Bay, FL, and Asheville, NC offices while also serving as a Surety Specialist, focusing on client acquisition and expert guidance.

He holds a Business Administration degree from the University of Florida and an Associate in Fidelity and Surety Bonding from AICPCU. With nearly 30 years in the industry, he has helped contractors—from startups to billion-dollar firms—secure optimal surety programs. Before NHC, he launched Travelers' Emerging Contractor Unit for Florida.

Kevin actively supports clients' business goals and is involved in industry groups like Associated Builders and Contractors and the Florida Transportation Builders Association. A Tampa Bay resident for over 25 years, he enjoys flying, golfing, and boating in his free time.

DOUG ANDERSON

Partner - CBA

Doug Anderson joined Charlan Brock Architects in 1982 and has been an integral part of our team ever since. He brings incredible leadership and insight, and is responsible for all aspects of developing and managing a project's design. From design development, to project budget and scheduling, to construction documents and construction administration, he is committed to the delivery of a quality, finished project. He is a mentor and teacher to many of our team members, and he strives to continually advance the quality of service and end products produced by CBA.

Doug's projects have included over 25,000 garden style and mid-rise apartment units, hundreds of condominium units, mixed-use/ town centers, yacht/beach clubs, and retail centers. A tenacious reader and researcher, Doug devotes himself to staying ahead of the curve regarding the latest systems, techniques, and information to give our clients and projects an advantage in all respects and maximize their success.



CRISTIAN O. OQUENDO, AIA

Partner - CBA

Cristian Oquendo joined Charlan Brock Architects in 2014 with a commercial/ entertainment background. Having worked in Central Florida's theme park industry, he brings an outside the box creative problem-solving mentality to every design challenge that comes his way. As a designer for CBA, he leads the team to find artistic solutions that are in tune with the technical parameters of our projects.

Cristian's passion is creating communities that harmonize with the existing conditions of their environments, while serving and supporting fellow team members so they can achieve the best design possible. He embraces state of the art software, utilizing it to create immersive experiences to help our clients visualize their goals and showcase CBA's thoughtfully-designed architecture.

In addition to being a Partner at CBA, Cristian is a Lead Designer and Project Architect.

SONESTA
HOTELS AND RESORTS

SONESTA

Hotel Partner

Sonesta International Hotels welcomes guests from around the world, offering service with passion, loyalty with purpose, and a deep commitment to both new and returning visitors. The human side of hospitality is at the heart of its culture, with a mission to exceed expectations for guests, team members, partners, and communities by delivering quality, value, and exceptional service.

With the addition of the Red Lion Family of Hotels, Sonesta continues to expand its reach, now operating over 1,100 properties across eight countries. With 15 industry-leading brands, Sonesta offers a diverse range of accommodations, from luxury stays to extended travel options and budget-friendly explorations, ensuring the perfect experience for every traveler.

MILLENNIUM
HOSPITALITY MANAGEMENT GROUP
Built on old school hospitality principals with modern flare.

MILLENIUM

Hotel Management Partner

Millennium Hospitality Management Group is a premier third-party management, investment and ownership group for the hospitality industry nationwide. Their vision is to create a results-oriented leadership company with spirited, well-trained associates that provide a memorable experience for our guests. Their success is producing a hotel experience that brings positivity to guests, development growth to their associates and strong returns for their owners/investors. Millennium Hospitality currently manages branded properties in key markets such as Ohio, West Virginia, Pennsylvania, and Virginia and is in development with key brands throughout the South-East, Mid-West, Mid-Atlantic, and Caribbean. They are committed to being the best hospitality management, development, and construction organization of choice for each hotel segment in every market that they serve. They have strong relationships with key brands in the hospitality industry such as: Choice Hotels, Wyndham, IHG, Hilton, Marriott, Sonesta and Best Western.

PROJECT CONCEPT

Overview of the Proposed Development
We Love Kissimmee and have proven it in our commitment to the community in not only development but also in supporting other organizations in their endeavors.

Sonesta ES Kissimmee at Lake Toho
The project is a proposed $20M mixed-use development aimed at filling a need in Downtown Kissimmee for flexible accommodations for both short term and extended stays in a hybrid development. While the prospect of a large convention hotel is exciting, we believe our proposed development is much more feasible, and much more likely to be developed quickly. Additionally, a smaller suite only property will complement the proposed Civic Center hotel development and renovation better than a large competing property. We strongly feel a mixed-use exended stay development will meet both the need of night-to-night hotel guests as well as extended stay guests to serve visiting nurses, courthouse business, government business and the various special events at Osceola Heritage Park, and Lake Toho and beyond in a more homelike atmosphere than a conventional hotel.

The development features 113 thoughtfully designed extended stay suites consisting of studio units with limited one- and two-bedroom units also available serving families visiting the area. All suites will feature a small kitchen which will promote both traditional hotel and extended stays. A standard SkyView feature, the property will feature a private pool and pocket park oasis while centered in the heart of Downtown Kissimmee. It will also feature the latest technology, ensuring the guests the most pleasant of stays that aren't normal in standard hotels.

Our design preserves most of the Maslow mural and retains an enhanced public pocket park on East Monument Ave to continue to serve the community for pop-up events and markets. Corner bodega style retail spaces round out the first-floor streetscape. We will create a walking trail along the train side of the garage to promote efficient and pleasant pedestrian access through the historic downtown and onto Kissimmee Lakefront Park from the intermodal train station. We are very excited about the location of the Toho Garage site with its unparalleled proximity to Broadway, the intermodal transportation station, Lakefront Park and the Kissimmee Civic Center.



PROJECT CONCEPT

Overview of the Proposed Development
With ES Suites, home is any new spot you're going to be staying a while in. The new settings might be different but the friendly faces are still the same. You have access to everything at your fingertips and even a backyard to bring it all back to that at home feeling. Refreshing, homelike spaces, greet every guest but with some unexpected little surprises sprinkled in.

Brand Pillars
The compelling truths and characteristics of the brand that shape us. Our essence, our core values.

Refreshing: Presenting New Places & Friendly Faces
One thing that remains true is our spirited energy and engaging personality. Every connection we make is a chance to put a smile on our guests' faces.

Generous: Delivering the Best Parts of Home
The minute you walk in you're immersed in an atmosphere that feels just right. That's because our generosity shines through from our vibrant, helpful energy to our large, roomy spaces. Whether guests want to kick back and relax, carry out a business deal, or make themselves at home – we got them covered.

Surprising: Sharing Local Embraces
From delivering unexpected treats to celebrating the culture and flavor of the local area, we go above and beyond to surprise and delight guests. These special moments help to make them feel appreciated and connected to the neighborhoods we're a part of. The more you stay, the more you love us.

Home on the Road:
For those on the road, Sonesta ES Suites offers a welcome embrace of home. Inspired by the way guests already live, Sonesta ES Suites does comfort best with a warm, bright, and refreshing take on the extended stay experience. Guests can spread out in our spacious suites, whip up a bite in our fully equipped kitchens, and enjoy an atmosphere of ease, whether on an important business call or delighting in a mid-afternoon nap. Life is just better when you're comfortable and everything feels familiar. It's why you get coffee at the same place before your morning meeting each day and why Tuesday's will forever be for tacos. We know that time away from home can be challenging, missing the familiarity, and awaiting the unknown adventure that lies ahead. That's why at ES Suites it's about more than quick hellos and welcoming smiles. It's about making every guest feel as if they've been here 100 times before. It's about a warm embrace for your soul, that same comfort, same soothing, same heartening feeling you get when you walk through your own door, perhaps even better welcome to your home on the road.



PROJECT CONCEPT











PROJECT CONCEPT



1 RENDERED SITE PLAN
SCALE: 1" = 30'-0"

0 15 30 60
SCALE: 1" = 30'

N

PROJECT DATA

UNIT MIX **(3/5 STORIES)**

	Count	Unit %
Studio (S)	75	66%
1 Bedrooms (A)	20	18%
2 Bedrooms (B)	18	16%
Total	**113**	**100%**

RETAIL

Parcel 1	1,400 SF
Parcel 2	1,600 SF
Total	**3,000 SF**

AMENITIES

- Lobby
- Fitness
- Pool Side Amenity
- Pedestrian Trail
- Community Park

ECONOMIC & FISCAL IMPACT

Total Project Investment and Financing Structure
$20 Million, 60% Traditional Financing, 40% Private Equity

$500K
SALES & TOURIST DEPARTMENT TAX REVENUE

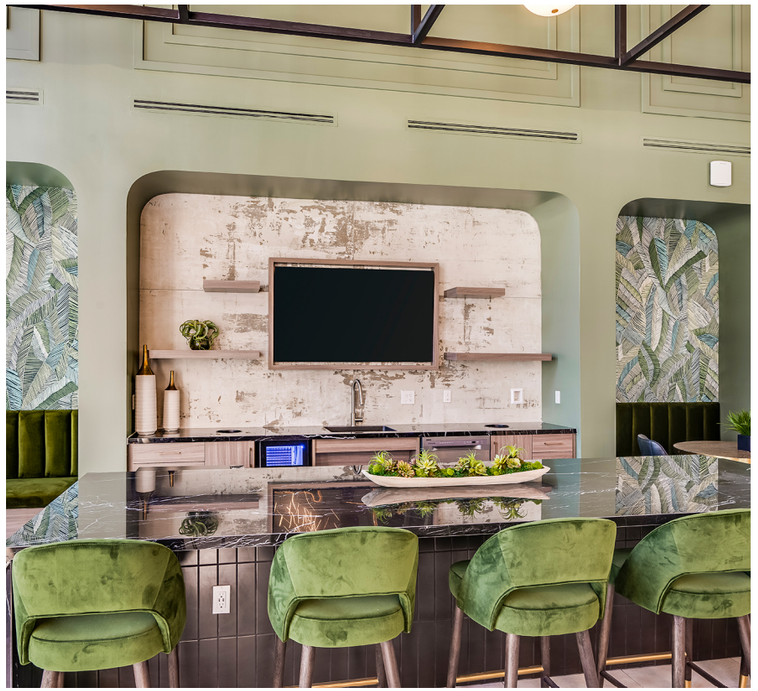
$332K
ANNUAL PROPERTY TAX REVENUE

30K
PATRONS & SHOPPERS TO HISTORIC DOWNTOWN KISSIMMEE BUSINESSES

130
COMBINED TOTAL NUMBER OF CONSTRUCTION AND PERMANENT JOBS







CITY SUPPORT & REQUESTED INCENTIVES

Any Land Contributions, Tax Abatements, or Infrastructure Assistance Requested
Fee Simple Purchase of 1 acre of land for $200,000

City Assistance Requested:
- Pioneer Grant for $1.5M
- Waive Main Building Permit Fee
- Waive Mobility Impact Fee (TOD Project)
- Waive Parks & Rec Impact Fee (project is creating a new city park)
- Financial Support to update the South Garage Facade screening along the new City connector park
- Reimburse for the installation of 2 garage elevators including shaft modifications $440,000 - elevators to be owned by the City
- 1st Year Tax Abatement of 50%
- Parking use easements
- Update use to allow overnight parking
- Ingress/Egress Access Easements covering elevators and stairs

Justification for Public Support and Expected Return on Investment
- City Investment approx $2m net of land purchase
- Private to Public Investment Ratio = 10:1
- Increases Property Tax Base
- Provides Sales and Tourist Tax Revenue
- Brings 30,000 additional patrons and shoppers to Historic Downtown Kissimmee
- Creates over 30 permanent jobs in Downtown Kissimmee







PUBLIC PURPOSE

Clear Public Benefit that Aligns with Community Needs and Deliver Measurable Benefits to the City of Kissimmee

Building Stronger Communities: Hotels, particularly extended stay properties, play a vital role in strengthening downtown communities by driving economic growth, fostering connectivity, and enhancing the urban experience. In downtown Kissimmee, an extended stay hotel can support local businesses by increasing foot traffic and patronage from both long-term guests and their visiting families or colleagues. It creates stable job opportunities, from hospitality roles to service providers, contributing to workforce development in the area. Additionally, by offering comfortable accommodations for business travelers, relocating families, and seasonal workers, the hotel supports local industries, including healthcare, education, and construction. Its presence also encourages further investment in public infrastructure, retail, and dining, reinforcing the city's goals for downtown revitalization and vibrancy.

- Job creation
- Housing for temporary contracted employees with government, healthcare, special events and construction as well as visitors
- Serves as a connector for increased foot traffic to downtown from the waterfront
- Public promenade
- Public pocket park
- Beautification of public parking garage
- Tax revenue
- Supplements proposed Civic Center revitalization
- Additional retail opportunities







TIMELINE & FEASIBILITY

Project Phases, Including Entitlement, Permitting, and Construction Schedule.
6 Months Design and Permit | 12 Months Construction

Target Completion Date and Potential Challenges.
Target Completion 2026-Q4 - Need expedited permit reviews as contemplated in the CRA / Economic Development Incentives

ITEM 8.B
Connect Kissimmee - Complete Streets Improvement Project Update

Request

Commission direction of the proposed project update and timeline.

Explanation

On January 7, 2025, the Commission directed staff to explore options to modify the Connect Kissimmee project. During this meeting, the Commission considered community input to reduce lane widths which require material changes to the approved project scope, previously presented timeline and project costs. Staff will review the current project and clarify the desired redesign to update the plan, formalize changes and modify the construction schedule for the Florida Department of Transportation's review and approval.

This is a complete street improvement project for W. Emmett Street, Broadway, and N. Main Street from John Young Parkway to Vine Street (HW 192). The goal of this project is to provide better pedestrian, bicycle, and transit connectivity; reduce vehicle speeds and cut-through traffic; enhance the sense of place and help promote the corridor as a destination; and enhance accessibility to businesses using methods appropriate for the changing contexts throughout the corridor.

The approved design is attached.

Recommendation

Commission direction of the future of the Connect Kissimmee Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
1. connect-kissimmee-plan

CONNECT KISSIMMEE

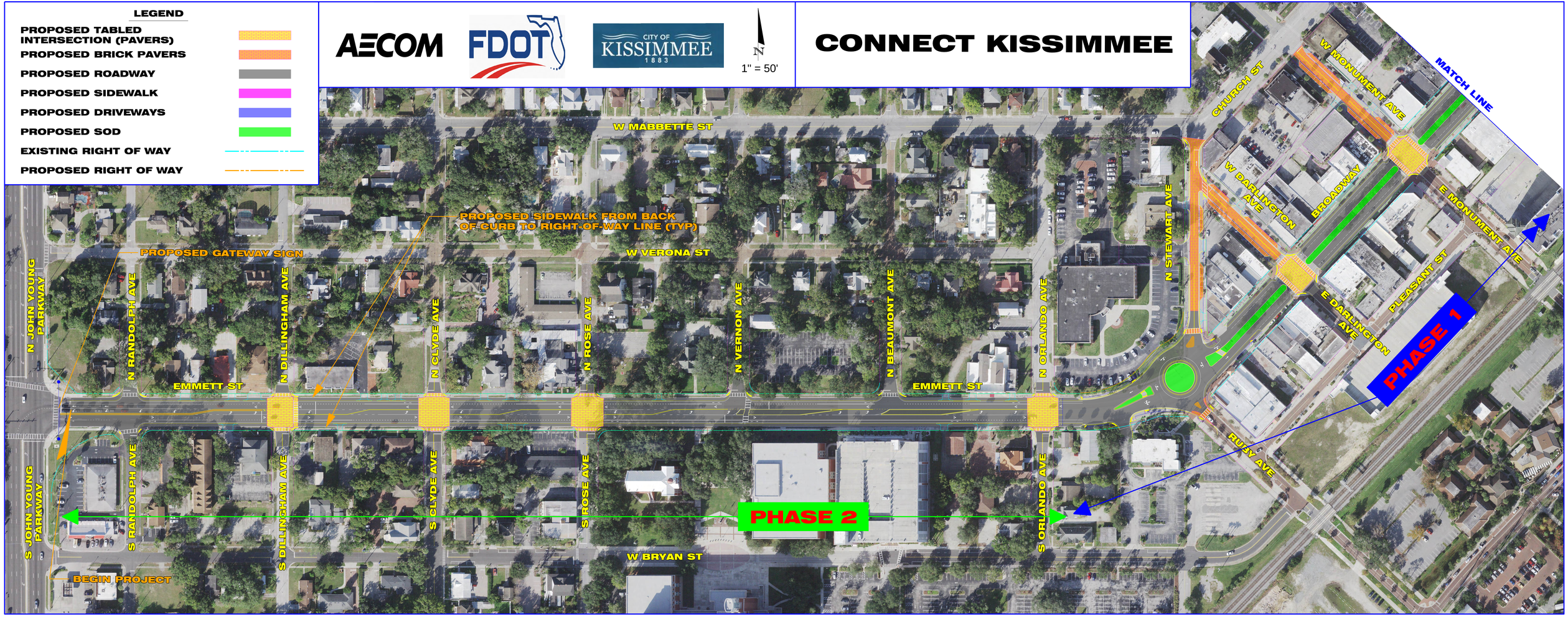
AECOM | FDOT | CITY OF KISSIMMEE 1883

N

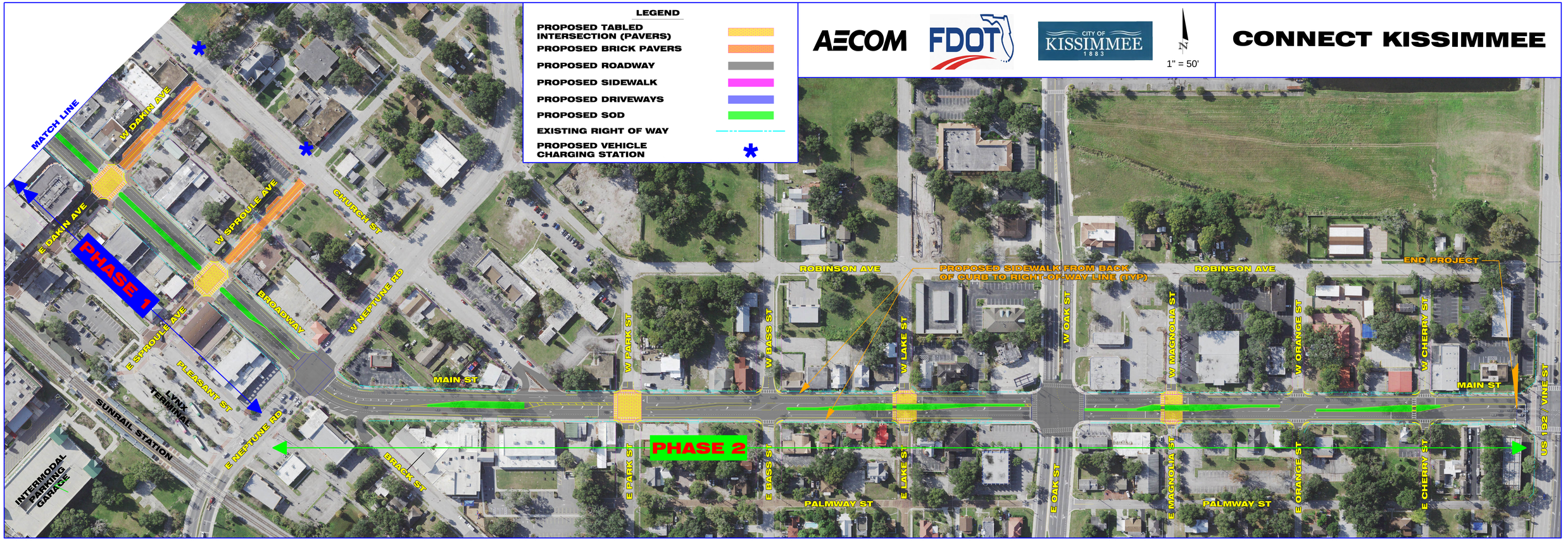
1" = 50'

LEGEND

- PROPOSED TABLED INTERSECTION (PAVERS)
- PROPOSED BRICK PAVERS
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAYS
- PROPOSED SOD
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY



9/17/2024 5:15:57 PM c:\pwworking\usfl\dms29401\City of Kissimmee_ONE-LANE.DGN


LEGEND
PROPOSED TABLED INTERSECTION (PAVERS)
PROPOSED BRICK PAVERS
PROPOSED ROADWAY
PROPOSED SIDEWALK
PROPOSED DRIVEWAYS
PROPOSED SOD
EXISTING RIGHT OF WAY
PROPOSED VEHICLE CHARGING STATION
AECOM
FDOT
CITY OF KISSIMMEE 1883
N
1" = 50'
CONNECT KISSIMMEE
MATCH LINE
W DAKIN AVE
E DAKIN AVE
PHASE 1
W SPROULE AVE
E SPROULE AVE
CHURCH ST
BROADWAY
W NEPTUNE RD
E NEPTUNE RD
PLEASANT ST
LYNX TERMINAL
SUNRAIL STATION
INTERMODAL PARKING GARAGE
BRACK ST
MAIN ST
W PARK ST
E PARK ST
W BASS ST
E BASS ST
ROBINSON AVE
PROPOSED SIDEWALK FROM BACK OF CURB TO RIGHT-OF-WAY LINE (TYP)
W LAKE ST
E LAKE ST
PHASE 2
PALMWAY ST
W OAK ST
E OAK ST
W MAGNOLIA ST
E MAGNOLIA ST
W ORANGE ST
E ORANGE ST
W CHERRY ST
E CHERRY ST
END PROJECT
US 192 / VINE ST

ITEM 8.C
Advisory Board Vacancy: Planning Advisory Board

Request

The Commission is requested to make an appointment to fill a vacancy on the Planning Advisory Board.

Explanation

Planning Advisory Board Member, Robert Spalding, has notified the City that he no longer wishes to serve on the board and must resign. Mr. Spalding's term is set to expire May 31, 2025. City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full-year term, expiring on May 31, 2028. Seat # 1 has been assigned to this vacancy.

The assigned Commissioner will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 1 - Ortiz **3 applications on file*	05/20/2025	Planning Advisory Board	05/31/2028	Member must be a city resident.

Recommendation

The Commission is requested to make an appointment to fill a vacancy on the Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. PAB Applicant - Tiffany Jeffers
2. PAB Applicant - Kristen Camero
3. PAB Applicant - Jon Arguello

Advisory Board Application

Submitted on	23 December 2024, 5:38PM
Receipt number	15
Related form version	8

Applicant Information

First Name	Tiffany
Last Name	Jeffers
Street Address	4349 Creekside Blvd
City	Kissimmee
State	FL
Zip Code	34746
Phone	6892172445
Email	mrstnjeffers@gmail.com
Name of Employer	Solid Rock Community Church
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	Black Empowerment & Community Council
Street Address of Business Owned/Operated by Applicant	1904 Michigan Ave
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34744

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment

	Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	CEO and President, Black Empowerment & Community Council Women United Engagement Committee Women United Advisory Board Member Women's Executive Council Board Member Athena Next Gen Class 10 Alumna Alzheimer's Association Health Equity Coalition Member Black Innovation Alliance Member Opera Orlando Ambassador Ladies Executive Golf Society Orlando Chapter - Founding member Community Pastor for Solid Rock Community Church (now Executive Pastor) NAACP Osceola Branch Executive Board
Please list any special skills or certifications?	Installed the Early Learn Hub at Solid Rock Community Church through a $125K grant from the Early Learning Coalition of Osceola County which made the effort the largest installation in Osceola County, serving over 100 families annually through educational resources. Partnered on 5 signature events with the City of Kissimmee, including Black History Month, Juneteenth, Caribbean Fusion Festival, and the African American Read-In, collectively engaging over 2,000 attendees. Performed the National Anthem at key community gatherings, including the Osceola Magic Black History Game, Key Life Fitness 5K, and the Team BLUFOR Veteran's Event. Collaborated with Girl Scouts of Citrus to install a Council in Osceola County and hosted Girl Scout Sunday at Solid Rock
Please attach your resume or proof of qualification and/or licenses.	Tiffany Jeffers 2024 Community Impact Report .pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

Tiffany Jeffers 2024 Community Impact Report

Date: December 2024

Executive Summary

In 2024, I dedicated myself to fostering meaningful connections and empowering communities through faith, advocacy, education, and philanthropy. By engaging with key stakeholders, mentoring the next generation, and supporting cultural initiatives, I aimed to uplift underrepresented voices and drive collective progress. This report provides an overview of these contributions and their impact.

Leadership and Advocacy

Leadership is at the core of my work, guiding communities toward transformation and growth. As the **CEO and President of the Black Empowerment & Community Council**, I led efforts to address systemic inequities while supporting grassroots initiatives. My leadership on boards such as Women United and the Women's Executive Council Board allowed me to advance gender equity and community development.

Key Roles:

- **CEO and President**, Black Empowerment & Community Council
- Women United Engagement Committee
- Women United Advisory Board Member
- Women's Executive Council Board Member
- Athena Next Gen Class 10 Alumna
- Alzheimer's Association Health Equity Coalition Member
- Black Innovation Alliance Member
- Opera Orlando Ambassador
- Ladies Executive Golf Society Orlando Chapter - Founding member
- Community Pastor for Solid Rock Community Church (now Executive Pastor)

Notable Achievements:

- Supported policies and initiatives impacting **hundreds of local residents** through advocacy boards.
- Strengthened the connection between culture, health, and equity as a member of the Alzheimer's Association Health Equity Coalition and Black Innovation Alliance.

Upcoming 2025 Board Installations

As a testament to my growing influence in Central Florida, I have been invited to join new leadership roles for 2025.

- **Central Florida Public Media Community Advisory Board Member**: Shaping public media narratives to reflect community diversity.
- **NAACP Executive Board Member**: Advancing equity and justice through organizational leadership.

Awards and Recognition

- Women on the Rise Award Nominee
- Kissimmee School of Government Class Graduate
- Athena Next Gen Class 10 Alumna

Faith-Based Contributions

Faith continues to guide my purpose and outreach. This year, I served as Executive Pastor at Solid Rock Community Church, preaching at significant services and hosting regular gatherings that brought spiritual support to congregants and beyond.

Contributions:

- Preached at **3 major services**, including:
    - 7 Last Words Service for Solid Rock Community Church
    - Mother's Day Service for St. Luke Baptist Church Narcoossee
    - Pastor's Appreciation Day for The Kingdom Church Kissimmee
- Hosted **12 Women's Prayer Luncheons**, welcoming over **40 attendees annually**.
- Hosted a Bible Brunch for Mothers & Daughters at White Rose Bookstore in Downtown Kissimmee

- Led prayer at high-profile community events such as the Boys and Girls Club Faces of the Future Breakfast and the Martin Luther King Day Celebration, City of Kissimmee

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Political, Social Justice, and Advocacy

My work in political and social advocacy focused on amplifying underrepresented voices and addressing systemic challenges. From voter engagement to legislative debriefs, I collaborated with organizations and leaders to make lasting changes.

Key Highlights:

- Partnered with Equal Ground to organize **voter rally events** and legislative briefings, engaging over **500 community members**.
- Actively supported **10 local candidates**, providing strategy and community outreach.
    - Based on the available information, here are the current positions for the individuals you inquired about in Osceola County:
    - Congressman Darren Soto: Serving as the U.S. Representative for Florida's 9th Congressional District
    - Monique Worrell: Serving as the State Attorney for Florida's 9th Judicial Circuit, covering Orange and Osceola counties.
    - Judge Gabby Sanders: Serving 9th Judicial Circuit Judge in Osceola County.
    - Judge Alicia Peyton: Serving as 9th Judicial Circuit Judge in Osceola County.
    - Lenora Easter
    - Jackie Espinosa: Serving as City of Kissimmee Mayor
    - Noel Ortiz: Serving as City of Kissimmee Commissioner
    - Carlos Alvarez: City of Kissimmee Mayor Pro Tem
    - Carmen Torres
    - Anthony Cook: Serving as School Board Commissioner
    - Paula Bronson: Serving as School Board Commissioner
- Served as a panelist for Central Florida Foundation events, addressing justice and equity issues.
- Participated in events such as the **Justice Involved Healthcare in Osceola County**, advocating for equitable healthcare solutions.
- Classic 3rd Annual Civic Engagement Prayer Breakfast Attendee

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Youth and Education Initiatives

Investing in the next generation remains a priority. My efforts included mentorship, resource creation, and event organization to inspire and empower youth.

Key Highlights:

- Installed the Early Learn Hub at Solid Rock Community Church through a $125K grant from the Early Learning Coalition of Osceola County which made the effort the largest installation in Osceola County, serving over **100 families annually** through educational resources.
- Secured a $20K CDBG Grant for Future Focus Family Services to run their Youth Development Program
- Organized the EmpowerED Summit, drawing **educators, parents, and students** to discuss academic excellence.
- Mentored **50+ students** through Junior Achievement, CareerSource and Future Focus Family Services programs.
- Supported **youth empowerment events** such as BridgePrep Academy's Black History Mentoring Day and Valencia College's Human Trafficking Awareness Days.
- Developed the NIA (Next-Gen Innovation & Achievement) Center at Solid Rock Community Church
- Denn John School Girl's Mentor
- Partnered with S.T.E.P.S Foundation & Xenith Academy to develop youth & family engagement programming
- Women's Executive Council Scholarship Grantor

Cultural and Civic Engagement

I actively contributed to civic and cultural initiatives to celebrate diversity and foster inclusion. My work this year included partnerships with the City of Kissimmee to amplify community events.

Contributions:

- Partnered on **5 signature events with the City of Kissimmee**, including Black History Month, Juneteenth, Caribbean Fusion Festival, and the African American Read-In, collectively engaging over **2,000 attendees**.
- Performed the National Anthem at key community gatherings, including the Osceola Magic Black History Game, Key Life Fitness 5K, and the Team BLUFOR Veteran's Event.
- Collaborated with Girl Scouts of Citrus to install a Council in Osceola County and hosted Girl Scout Sunday at Solid Rock Community Church

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Philanthropy & Grants

This year, I participated in several fundraising galas and community support initiatives to drive positive change. These events supported critical causes, from youth programs to community well-being.

Highlights:

- Participated and supported in **10+ galas, events and funding opportunities**, including:
    - Hope Partnership Gala
    - The Ark Network Gala
    - NAACP Freedom Fund Gala
    - Opera Orlando Mozart Dinner
    - Women on the Rise Gala
    - Future DNA Dreamers & Achievers Gala
    - Boys and Girls Club Giving Society Member
    - Opera Orlando Youth Production Sponsor
    - Women's Executive Council Scholarship Dinner
    - NAACP Freedom Fund Gala
    - UCF Office of Access, Belonging & Community Engagement Scholarship
    - Children's Miracle Network Golf Event
    - Girls in Basketball Greens for Hoops Golf Scramble
    - Swinging with a Purpose Golf Tournament
    - City Year Drive for Success Golf Tournament
    - Toho High School JROTC Program
    - UFOMA Kissimmee Police Thank You Breakfast
    - The Boss Collective
    - Cloud Foundation
    - Florida Leads Project
    - Collaborative Campaign for the Arts
    - S.T.E.P.S. Foundation
    - Graceview Academy
    - Still We Rise Academy
    - Osceola High School
    - Denn John Teacher Welcome Breakfast Sponsor
    - Back on Track Dinner
- Partnered with AARP for **6 health and wellness events**, including Walk with a Doc and SHRED for Seniors, and the signature event Unity in the Community serving **400+ community members**.
- Hosted a Fundraiser Event at Matador's in Kissimmee for Congressman Darren Soto's campaign
- Led the Thanksgiving Turkey Drive, providing meals to over **100 families** in need.
- Developed the Community Thanksgiving Dinner for the residents Haven on Vine of the serving over 100 people
- Secured a $50K grant from the City of Kissimmee for Solid Rock Community Church to run their Homeless Prevention program

- Assisted CAFA in raising funds to giveaway over 300 turkeys Thanksgiving Turkey Drive with CAFA & Solid Rock Community Church

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Professional Memberships and Networks

Collaboration with professional organizations provided opportunities to amplify community development initiatives.

Memberships:

- Member of **12 organizations**, including:
    - Ladies Executive Golf Society Orlando Chapter - Founding Member, Orlando
    - St. Cloud Chamber of Commerce Member
    - Hispanic Chamber of Commerce Member
    - African American Chamber of Commerce Member
    - Osceola Chamber of Commerce Member
    - Women on the Rise Member
    - Caribbean & Floridian Association Member
    - Women in Tech & Entrepreneurship Orlando Chapter
    - The Union Collective Member
    - 100 Women Strong Member
    - Women's Chamber of St. Cloud Supporter
    - Kissimmee Women's Club Supporter
    - Women United
    - Business United
    - Heart of United Way

Economic and Social Development

Through partnerships and participation in local economic initiatives, I supported workforce development and financial growth in Osceola County.

Contributions:

- Organized the BBIF Access to Capital Event
- Contributed to **economic planning groups**, such as the Downtown Kissimmee CRA Brand Strategy Focus Group.
- Downtown Kissimmee CRA Brand Strategy Focus Group Member
- Osceola County Skill Up Apprenticeship Summit participation
- Vine Street CRA Meetings Participant
- Kissimmee Main Street Town Hall Participant
- Central Florida Foundation Lift Every Voice TableTalk Series Event
- Central Florida Public Media Engage Voter Rally Event
- Osceola County Community Impact Exchange Member

Public Speaking and Media

This year, I used public platforms to share knowledge, inspire audiences, and advocate for change.

Contributions:

- Featured guest on the Sisaundra Show, reaching **10,000+ viewers**.
- Sang at The Church of Latter-Day Saints Giving Machine Ribbon Cutting.
- Panelist at the Central Florida TableTalk Polis Institute Event, addressing justice and equity issues.

Health and Wellness Contributions

Health equity and community wellness have been central to my work, particularly through partnerships and panel discussions.

Contributions:

- Supported the Black Health Commission's Black Joy Festival, attended by **200+ community members**.
- Partnered with Phi Beta Zeta for health panels addressing maternal and fetal mortality in the Black community.
- Serves on the Osceola County Homeless Initiative Coalition

Metrics Summary

- Supported over **120 community events**.
- Partnered with **30+ organizations** to impact Central Florida residents.
- Directly engaged with **5,000+ individuals** through initiatives and programs.
- Secured **$195K in grants**

Media

- Learning Hubs for Kids
- Juneteenth Celebrations
- Juneteenth in Kissimme
- AARP Community Impact
- Team BLUFOR Event
- AARP Unity in the Community
- AARP Unity in the Community
- Equal Ground in Osceola County
- Vanguard Awards

Advisory Board Application

CITY OF KISSIMMEE 1883

Submitted on	16 December 2024, 2:04PM
Receipt number	14
Related form version	8

Applicant Information

First Name	Kristen
Last Name	Camero
Street Address	2712 Herons Landing Drive
City	Kissimmee
State	FL
Zip Code	34741
Phone	4078026980
Email	kristencamero@yahoo.com
Name of Employer	Strategic Education
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Historic Preservation Advisory Board

	Parks & Recreation Advisory Board Planning Advisory Board
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Kissimmee Police Review Board Participated in Onward Kissimmee HOPE Worldwide volunteer with the Orlando Church of Christ Women in Leadership (WiL) with Strategic Education
Please list any special skills or certifications?	N/A
Please attach your resume or proof of qualification and/or licenses.	Kristen Camero CV.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

Kristen R. Camero

kristencamero@yahoo.com

2712 Herons Landing Drive
Kissimmee, FL

(407) 802-6980

Professional Experience

- I have worked for a wide variety of offices and in different fields of the Criminal Justice System: The State Attorney's Office, Child Protection, Security and as a Private Investigator in the State of Florida.
- My true passion has always been teaching Criminal Justice.

Educational Experience

- **Bachelor of Arts Degree in Sociology**-Louisiana State University 2001
- **Master of Science Degree in Criminal Justice**-Florida International University 2005
- **Master Certificate in Lean Enterprise Solutions**- Villanova University 2017
- **ABD in Public Safety Affairs**-Capella University 2018
- **Master of Education in Higher Learning**-Strayer University 2023

Leadership

- I have served on the Citizens Review Panel for the City of Kissimmee Police Department since 2022.
- I have partnered with the Kissimmee Police Department on the suggestion of providing a women's self-defense training course. The class has been offered three different times and I most recently attended the session in June 2024.
- I have served as the Faculty Career Adviser for the Strayer Criminal Justice Community Facebook page. I have been an active member of the Strayer Faculty Advisory Council since 2020.
- I am a member of the Strayer Women in Leadership ERG. I am also an ally for the Strayer Diversity, Equity, & Inclusion group.
- I have served as a Subject Matter Expert for a Strayer Juvenile Justice course and Ethics course.
- I have been a member of Alpha Phi Sigma, the Criminal Justice Honor Society, since 2013.

Teaching Experience

- I started with Strayer University in 2010 as an adjunct instructor and in 2019 moved into a full-time role teaching Criminal Justice.

- I have taught Private Investigation courses with City College.
- I have worked as a Criminal Justice Teaching Assistant with Capella University.
- I was a Program Manager and Faculty member at Everest.
- I have taught online Criminal Justice courses for Rasmussen College.

Advisory Board Application

Submitted on	12 November 2024, 7:31PM
Receipt number	10
Related form version	7

Applicant Information

First Name	Jon
Last Name	Arguello
Street Address	1728 Boat Launch Rd
City	Kissimmee
State	FL
Zip Code	34746
Phone	4075697111
Email	jon@kingandcarpenter.com
Name of Employer	Jon Arguello
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	King and Carpenter
Street Address of Business Owned/Operated by Applicant	906 West Palmetto Avenue
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:	Historic Preservation Advisory Board

	Planning Advisory Board
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Corporate Boards Board of Advisors, Ponce Bank, 2022-2021 Board of Advisors, Online Check Writer, 2020-2021 Board of Advisors, Spanglish Movies, 2020-2021 Board of Advisors, Progresando, 2020-2022 Non-profit Boards Council on Aging, 2023 – Present Guardian ad litem, Osceola Voice, 2015-2016 Friends of Fisher House – Orlando, 2021 - Present Museum of Military History, 2021 -2023 Governmental Boards Kissimmee Firemen's Pension Board, 2014-2015 9th Congressional District Veterans' Advisory Board, 2020-2023 Osceola County Value Adjustment Board, 2020-2022 Educational Boards Osceola Technical College, Design Advisory Board, 2020 - 2023 Diocese of Orlando, Catholic Schools Board, 2012 - 2015 Holy Redeemer Catholic School Board; 2013 - 2015 US Military Academy Nominee Board, 2020 - 2023 Four Corners Charter School Board, 2021 - 2024 Osceola School Board Search Committee for New Superintendent, 2015
Please list any special skills or certifications?	J.D., former school board member, veteran
Please attach your resume or proof of qualification and/or licenses.	Arguello LoR[24850] (2020_11_05 14_55_24 UTC).pdf

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	 Link to signature

REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
ALPHA COMPANY, U. S. ARMY SERGEANTS MAJOR ACADEMY
11291 SGT E. CHURCHILL STREET
FORT BLISS, TEXAS 79918-8002

ATSS-BA 18 August 2007

MEMORANDUM FOR RECORD

FROM: SGM Kenneth E. Wolfe

SUBJECT: Letter of Support for Specialist Jon Arguello

1. The purpose for this memorandum is to state my utmost trust and assurance in the character of SPC Jon Arqueallo. I observed SPC Arguello daily from December 2004 until June 2005 during OEF VI as his 1SG in HHC 173rd ABCT. I had the opportunity to work alongside SPC Arguello and personally scrutinized his character and moral fiber; it is nothing short of flawless.

2.1 know SPC Arguello to be a dedicated and trustworthy Soldier. SPC Argueilo's character embodies the Army values. As a testament to his character, while the 1SG of HHC 2-503rd, I observed SPC Arguello for 14 straight days on the first Village Medical Outreach operation in Zabul Province. When we were under fire and the constant threat of IED attack, SPC Arguello always remained calm and conducted his duties as a professional. His actions cemented my already favorable opinion of his character.

3. Out of all the Soldiers in the 173rd ABCT PAO, SPC Arguello's moral character and physical courage was without peer. SPC Arguello did not hesitate to place himself in harms way. I was impressed with SPC Arguello's ability to conduct interviews with those senior to himself without appearing haughty or arrogant.

4. Now that I have deployed to combat with SPC Arguello I will state without hesitation that I would go with him again. Soldiers of his candor and courage are a precious commodity. I would be honored to serve with him again if given the opportunity.

5. The point of contact is the undersigned at DSN: 312-978-8508 or kenneth.e.wolfe@us.army.mil.

Kenneth E. Wolfe
SGM USA
USASMA

DEPARTMENT OF THE ARMY
Operations Group, Combat Maneuver Training Center
Grizzly Maneuver Observer/Controller Team
APO AE 09173

AETTH-OG-OCG

22 August 2007

MEMORANDUM FOR RECORD

SUBJECT: Character Reference for SPC Jon Arguello

1. SPC Jon Arguello served attached to my command in C CO 2-503 (ABN) IN and 74th LRSD during numerous engagements during 2005 and 2006 in OEF VI. He documented the actions of my command and directly participated in combat operations. I found his service at the time to be remarkable and in keeping with the high standards of the 173rd Airborne Brigade.

2. During combat operations SPC Arguello interacted with all members of my command, especially myself and the company leadership in both units with unquestionable professional conduct. I have maintained contact with SPC Arguello over the years based on this mutual respect and dignity among earned among combat soldiers.

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4. I can be contacted at DSN 466-4521 or dirk.ringgenberg@us.army.mil for further questions.

Dirk D. Ringgenberg
MAJ, IN
Observer/Controller

ITEM 8.D
Annual Advisory Board vacancies with terms ending May 31, 2025

Request

The Commission is requested to appoint or reappoint members to fill vacancies for boards with terms ending May 31, 2025.

Explanation

The following board member terms are expiring May 31, 2025, and are seeking reappointment. All members will be reappointed to serve a new three (3) year term.

Commissioner Rotation:	Board Member:	Board Member Position:	Advisory Board:	New Board Term Expires:
Seat #2 - Eady	Jose Barreto	City Resident	Board of Adjustment	05/31/2028
Seat #3 - Alvarez	Scott Brooks	Architect	Historic Preservation Board	05/31/2028
Seat #4 - Martinez	Scott Grenald	City Resident	Historic Preservation Board	05/31/2028
Seat #5 - Mayor Espinosa	Edward Kilroy	County Resident	Parks and Recreation Board	05/31/2028
Seat #1 - Ortiz	Robin Wright	City Resident	Parks and Recreation Board	05/31/2028
Seat #2 - Eady	Rebeca Marin	City Resident	Planning Advisory Board	05/31/2028

Attached are the applications on file for the above positions for consideration should the Commission not wish to reappoint any of the above individuals.

Recommendation

The Commission appoint candidates or reappoint members who wish to continue serving for terms expiring on May 31, 2025.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. BOA , HPB, PAB Applicant - Tiffany Jeffers (City Resident)
2. HPB and PAB Applicant - Jon Arguello (City Resident)
3. PARAB and PAB Applicant - Kristen Camero (City Resident)

4. PARAB Applicant - Sharon Llewellyn (County Resident)
5. PARAB Applicant - Jacqueline Centeno (County Resident)

Advisory Board Application

Submitted on	23 December 2024, 5:38PM
Receipt number	15
Related form version	8

Applicant Information

First Name	Tiffany
Last Name	Jeffers
Street Address	4349 Creekside Blvd
City	Kissimmee
State	FL
Zip Code	34746
Phone	6892172445
Email	mrstnjeffers@gmail.com
Name of Employer	Solid Rock Community Church
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	Black Empowerment & Community Council
Street Address of Business Owned/Operated by Applicant	1904 Michigan Ave
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34744

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment

	Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	CEO and President, Black Empowerment & Community Council Women United Engagement Committee Women United Advisory Board Member Women's Executive Council Board Member Athena Next Gen Class 10 Alumna Alzheimer's Association Health Equity Coalition Member Black Innovation Alliance Member Opera Orlando Ambassador Ladies Executive Golf Society Orlando Chapter - Founding member Community Pastor for Solid Rock Community Church (now Executive Pastor) NAACP Osceola Branch Executive Board
Please list any special skills or certifications?	Installed the Early Learn Hub at Solid Rock Community Church through a $125K grant from the Early Learning Coalition of Osceola County which made the effort the largest installation in Osceola County, serving over 100 families annually through educational resources. Partnered on 5 signature events with the City of Kissimmee, including Black History Month, Juneteenth, Caribbean Fusion Festival, and the African American Read-In, collectively engaging over 2,000 attendees. Performed the National Anthem at key community gatherings, including the Osceola Magic Black History Game, Key Life Fitness 5K, and the Team BLUFOR Veteran's Event. Collaborated with Girl Scouts of Citrus to install a Council in Osceola County and hosted Girl Scout Sunday at Solid Rock
Please attach your resume or proof of qualification and/or licenses.	Tiffany Jeffers 2024 Community Impact Report .pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

Tiffany Jeffers 2024 Community Impact Report

Date: December 2024

Executive Summary

In 2024, I dedicated myself to fostering meaningful connections and empowering communities through faith, advocacy, education, and philanthropy. By engaging with key stakeholders, mentoring the next generation, and supporting cultural initiatives, I aimed to uplift underrepresented voices and drive collective progress. This report provides an overview of these contributions and their impact.

Leadership and Advocacy

Leadership is at the core of my work, guiding communities toward transformation and growth. As the **CEO and President of the Black Empowerment & Community Council**, I led efforts to address systemic inequities while supporting grassroots initiatives. My leadership on boards such as Women United and the Women's Executive Council Board allowed me to advance gender equity and community development.

Key Roles:

- **CEO and President**, Black Empowerment & Community Council
- Women United Engagement Committee
- Women United Advisory Board Member
- Women's Executive Council Board Member
- Athena Next Gen Class 10 Alumna
- Alzheimer's Association Health Equity Coalition Member
- Black Innovation Alliance Member
- Opera Orlando Ambassador
- Ladies Executive Golf Society Orlando Chapter - Founding member
- Community Pastor for Solid Rock Community Church (now Executive Pastor)

Notable Achievements:

- Supported policies and initiatives impacting **hundreds of local residents** through advocacy boards.
- Strengthened the connection between culture, health, and equity as a member of the Alzheimer's Association Health Equity Coalition and Black Innovation Alliance.

Upcoming 2025 Board Installations

As a testament to my growing influence in Central Florida, I have been invited to join new leadership roles for 2025.

- **Central Florida Public Media Community Advisory Board Member**: Shaping public media narratives to reflect community diversity.
- **NAACP Executive Board Member**: Advancing equity and justice through organizational leadership.

Awards and Recognition

- Women on the Rise Award Nominee
- Kissimmee School of Government Class Graduate
- Athena Next Gen Class 10 Alumna

Faith-Based Contributions

Faith continues to guide my purpose and outreach. This year, I served as Executive Pastor at Solid Rock Community Church, preaching at significant services and hosting regular gatherings that brought spiritual support to congregants and beyond.

Contributions:

- Preached at **3 major services**, including:
    - 7 Last Words Service for Solid Rock Community Church
    - Mother's Day Service for St. Luke Baptist Church Narcoossee
    - Pastor's Appreciation Day for The Kingdom Church Kissimmee
- Hosted **12 Women's Prayer Luncheons**, welcoming over **40 attendees annually**.
- Hosted a Bible Brunch for Mothers & Daughters at White Rose Bookstore in Downtown Kissimmee

- Led prayer at high-profile community events such as the Boys and Girls Club Faces of the Future Breakfast and the Martin Luther King Day Celebration, City of Kissimmee

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Political, Social Justice, and Advocacy

My work in political and social advocacy focused on amplifying underrepresented voices and addressing systemic challenges. From voter engagement to legislative debriefs, I collaborated with organizations and leaders to make lasting changes.

Key Highlights:

- Partnered with Equal Ground to organize **voter rally events** and legislative briefings, engaging over **500 community members**.
- Actively supported **10 local candidates**, providing strategy and community outreach.
    - Based on the available information, here are the current positions for the individuals you inquired about in Osceola County:
    - Congressman Darren Soto: Serving as the U.S. Representative for Florida's 9th Congressional District
    - Monique Worrell: Serving as the State Attorney for Florida's 9th Judicial Circuit, covering Orange and Osceola counties.
    - Judge Gabby Sanders: Serving 9th Judicial Circuit Judge in Osceola County.
    - Judge Alicia Peyton: Serving as 9th Judicial Circuit Judge in Osceola County.
    - Lenora Easter
    - Jackie Espinosa: Serving as City of Kissimmee Mayor
    - Noel Ortiz: Serving as City of Kissimmee Commissioner
    - Carlos Alvarez: City of Kissimmee Mayor Pro Tem
    - Carmen Torres
    - Anthony Cook: Serving as School Board Commissioner
    - Paula Bronson: Serving as School Board Commissioner
- Served as a panelist for Central Florida Foundation events, addressing justice and equity issues.
- Participated in events such as the **Justice Involved Healthcare in Osceola County**, advocating for equitable healthcare solutions.
- Classic 3rd Annual Civic Engagement Prayer Breakfast Attendee

---

Youth and Education Initiatives

Investing in the next generation remains a priority. My efforts included mentorship, resource creation, and event organization to inspire and empower youth.

Key Highlights:

- Installed the Early Learn Hub at Solid Rock Community Church through a $125K grant from the Early Learning Coalition of Osceola County which made the effort the largest installation in Osceola County, serving over **100 families annually** through educational resources.
- Secured a $20K CDBG Grant for Future Focus Family Services to run their Youth Development Program
- Organized the EmpowerED Summit, drawing **educators, parents, and students** to discuss academic excellence.
- Mentored **50+ students** through Junior Achievement, CareerSource and Future Focus Family Services programs.
- Supported **youth empowerment events** such as BridgePrep Academy's Black History Mentoring Day and Valencia College's Human Trafficking Awareness Days.
- Developed the NIA (Next-Gen Innovation & Achievement) Center at Solid Rock Community Church
- Denn John School Girl's Mentor
- Partnered with S.T.E.P.S Foundation & Xenith Academy to develop youth & family engagement programming
- Women's Executive Council Scholarship Grantor

Cultural and Civic Engagement

I actively contributed to civic and cultural initiatives to celebrate diversity and foster inclusion. My work this year included partnerships with the City of Kissimmee to amplify community events.

Contributions:

- Partnered on **5 signature events with the City of Kissimmee**, including Black History Month, Juneteenth, Caribbean Fusion Festival, and the African American Read-In, collectively engaging over **2,000 attendees**.
- Performed the National Anthem at key community gatherings, including the Osceola Magic Black History Game, Key Life Fitness 5K, and the Team BLUFOR Veteran's Event.
- Collaborated with Girl Scouts of Citrus to install a Council in Osceola County and hosted Girl Scout Sunday at Solid Rock Community Church

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Philanthropy & Grants

This year, I participated in several fundraising galas and community support initiatives to drive positive change. These events supported critical causes, from youth programs to community well-being.

Highlights:

- Participated and supported in **10+ galas, events and funding opportunities**, including:
    - Hope Partnership Gala
    - The Ark Network Gala
    - NAACP Freedom Fund Gala
    - Opera Orlando Mozart Dinner
    - Women on the Rise Gala
    - Future DNA Dreamers & Achievers Gala
    - Boys and Girls Club Giving Society Member
    - Opera Orlando Youth Production Sponsor
    - Women's Executive Council Scholarship Dinner
    - NAACP Freedom Fund Gala
    - UCF Office of Access, Belonging & Community Engagement Scholarship
    - Children's Miracle Network Golf Event
    - Girls in Basketball Greens for Hoops Golf Scramble
    - Swinging with a Purpose Golf Tournament
    - City Year Drive for Success Golf Tournament
    - Toho High School JROTC Program
    - UFOMA Kissimmee Police Thank You Breakfast
    - The Boss Collective
    - Cloud Foundation
    - Florida Leads Project
    - Collaborative Campaign for the Arts
    - S.T.E.P.S. Foundation
    - Graceview Academy
    - Still We Rise Academy
    - Osceola High School
    - Denn John Teacher Welcome Breakfast Sponsor
    - Back on Track Dinner
- Partnered with AARP for **6 health and wellness events**, including Walk with a Doc and SHRED for Seniors, and the signature event Unity in the Community serving **400+ community members**.
- Hosted a Fundraiser Event at Matador's in Kissimmee for Congressman Darren Soto's campaign
- Led the Thanksgiving Turkey Drive, providing meals to over **100 families** in need.
- Developed the Community Thanksgiving Dinner for the residents Haven on Vine of the serving over 100 people
- Secured a $50K grant from the City of Kissimmee for Solid Rock Community Church to run their Homeless Prevention program

- Assisted CAFA in raising funds to giveaway over 300 turkeys Thanksgiving Turkey Drive with CAFA & Solid Rock Community Church

---

Professional Memberships and Networks

Collaboration with professional organizations provided opportunities to amplify community development initiatives.

Memberships:

- Member of **12 organizations**, including:
    - Ladies Executive Golf Society Orlando Chapter - Founding Member, Orlando
    - St. Cloud Chamber of Commerce Member
    - Hispanic Chamber of Commerce Member
    - African American Chamber of Commerce Member
    - Osceola Chamber of Commerce Member
    - Women on the Rise Member
    - Caribbean & Floridian Association Member
    - Women in Tech & Entrepreneurship Orlando Chapter
    - The Union Collective Member
    - 100 Women Strong Member
    - Women's Chamber of St. Cloud Supporter
    - Kissimmee Women's Club Supporter
    - Women United
    - Business United
    - Heart of United Way

Economic and Social Development

Through partnerships and participation in local economic initiatives, I supported workforce development and financial growth in Osceola County.

Contributions:

- Organized the BBIF Access to Capital Event
- Contributed to **economic planning groups**, such as the Downtown Kissimmee CRA Brand Strategy Focus Group.
- Downtown Kissimmee CRA Brand Strategy Focus Group Member
- Osceola County Skill Up Apprenticeship Summit participation
- Vine Street CRA Meetings Participant
- Kissimmee Main Street Town Hall Participant
- Central Florida Foundation Lift Every Voice TableTalk Series Event
- Central Florida Public Media Engage Voter Rally Event
- Osceola County Community Impact Exchange Member

Public Speaking and Media

This year, I used public platforms to share knowledge, inspire audiences, and advocate for change.

Contributions:

- Featured guest on the Sisaundra Show, reaching **10,000+ viewers**.
- Sang at The Church of Latter-Day Saints Giving Machine Ribbon Cutting.
- Panelist at the Central Florida TableTalk Polis Institute Event, addressing justice and equity issues.

Health and Wellness Contributions

Health equity and community wellness have been central to my work, particularly through partnerships and panel discussions.

Contributions:

- Supported the Black Health Commission's Black Joy Festival, attended by **200+ community members**.
- Partnered with Phi Beta Zeta for health panels addressing maternal and fetal mortality in the Black community.
- Serves on the Osceola County Homeless Initiative Coalition

Metrics Summary

- Supported over **120 community events**.
- Partnered with **30+ organizations** to impact Central Florida residents.
- Directly engaged with **5,000+ individuals** through initiatives and programs.
- Secured **$195K in grants**

Media

- Learning Hubs for Kids
- Juneteenth Celebrations
- Juneteenth in Kissimme
- AARP Community Impact
- Team BLUFOR Event
- AARP Unity in the Community
- AARP Unity in the Community
- Equal Ground in Osceola County
- Vanguard Awards

Advisory Board Application

Submitted on	12 November 2024, 7:31PM
Receipt number	10
Related form version	7

Applicant Information

First Name	Jon
Last Name	Arguello
Street Address	1728 Boat Launch Rd
City	Kissimmee
State	FL
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Phone	4075697111
Email	jon@kingandcarpenter.com
Name of Employer	Jon Arguello
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ATTENTION OF:

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ALPHA COMPANY, U. S. ARMY SERGEANTS MAJOR ACADEMY
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ATSS-BA 18 August 2007

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FROM: SGM Kenneth E. Wolfe

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Kenneth E. Wolfe
SGM USA
USASM

DEPARTMENT OF THE ARMY
Operations Group, Combat Maneuver Training Center
Grizzly Maneuver Observer/Controller Team
APO AE 09173

AETTH-OG-OCG

22 August 2007

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Dirk D. Ringgenberg
MAJ, IN
Observer/Controller

Advisory Board Application

Submitted on	16 December 2024, 2:04PM
Receipt number	14
Related form version	8

Applicant Information

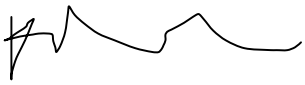
First Name	Kristen
Last Name	Camero
Street Address	2712 Herons Landing Drive
City	Kissimmee
State	FL
Zip Code	34741
Phone	4078026980
Email	kristencamero@yahoo.com
Name of Employer	Strategic Education
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Historic Preservation Advisory Board

	Parks & Recreation Advisory Board Planning Advisory Board
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Kissimmee Police Review Board Participated in Onward Kissimmee HOPE Worldwide volunteer with the Orlando Church of Christ Women in Leadership (WiL) with Strategic Education
Please list any special skills or certifications?	N/A
Please attach your resume or proof of qualification and/or licenses.	Kristen Camero CV.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

Kristen R. Camero

kristencamero@yahoo.com

2712 Herons Landing Drive
Kissimmee, FL (407) 802-6980

Professional Experience

- I have worked for a wide variety of offices and in different fields of the Criminal Justice System: The State Attorney's Office, Child Protection, Security and as a Private Investigator in the State of Florida.
- My true passion has always been teaching Criminal Justice.

Educational Experience

- **Bachelor of Arts Degree in Sociology**-Louisiana State University 2001
- **Master of Science Degree in Criminal Justice-**Florida International University 2005
- **Master Certificate in Lean Enterprise Solutions-** Villanova University 2017
- **ABD in Public Safety Affairs-**Capella University 2018
- **Master of Education in Higher Learning-**Strayer University 2023

Leadership

- I have served on the Citizens Review Panel for the City of Kissimmee Police Department since 2022.
- I have partnered with the Kissimmee Police Department on the suggestion of providing a women's self-defense training course. The class has been offered three different times and I most recently attended the session in June 2024.
- I have served as the Faculty Career Adviser for the Strayer Criminal Justice Community Facebook page. I have been an active member of the Strayer Faculty Advisory Council since 2020.
- I am a member of the Strayer Women in Leadership ERG. I am also an ally for the Strayer Diversity, Equity, & Inclusion group.
- I have served as a Subject Matter Expert for a Strayer Juvenile Justice course and Ethics course.
- I have been a member of Alpha Phi Sigma, the Criminal Justice Honor Society, since 2013.

Teaching Experience

- I started with Strayer University in 2010 as an adjunct instructor and in 2019 moved into a full-time role teaching Criminal Justice.

- I have taught Private Investigation courses with City College.
- I have worked as a Criminal Justice Teaching Assistant with Capella University.
- I was a Program Manager and Faculty member at Everest.
- I have taught online Criminal Justice courses for Rasmussen College.

Advisory Board Application

Submitted on	9 February 2025, 12:22PM
Receipt number	19
Related form version	8

Applicant Information

First Name	Sharon
Last Name	Llewellyn
Street Address	4408 Sun Village Blvd
City	Kissimmee
State	FL
Zip Code	34746
Phone	4072216783
Email	denisellewellyn16@gmail.com
Name of Employer	Orange County Public School
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment

	Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Jamaica Social Investment Fund. I worked in their after school program.
Please list any special skills or certifications?	1. Masters in Educational Administration 2. Bachelor in Education 3. Bachelor in Theology and Guidance Counseling 4. Diploma in Guidance Counseling 5. Certificate in Principal Leadership 6. Diploma in Geriatric Care
Please attach your resume or proof of qualification and/or licenses.	Masters Degree-1.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled

Signature



Link to signature



THE UNIVERSITY OF THE WEST INDIES

Sharon Denise Llewellyn

having completed the Course of Study approved by the University and having satisfied the Examiners, has this day been admitted by the Senate to the Degree of

MASTER OF EDUCATION

Educational Administration

October 31, 2012
DATE

VICE-CHANCELLOR

UNIVERSITY REGISTRAR

This Document is not valid unless it bears the University's seal

Advisory Board Application

Submitted on	4 March 2025, 1:16PM
Receipt number	21
Related form version	8

Applicant Information

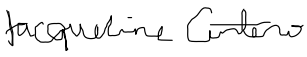
First Name	Jacqueline
Last Name	Centeno
Street Address	4853 Dunfield Court
City	Kissimmee
State	FL
Zip Code	34758
Phone	4075181161
Email	centenojackie1423@gmail.com
Name of Employer	Osceola County Public Schools
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Historic Preservation Advisory Board

	Parks & Recreation Advisory Board Pension Board - Police
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	I recently served Central Florida Public Media for 5 years on their Community Advisory Board. I also served previously on the City of Orlando Community Arts and Cultural Affairs Community Board and the Citizen Advisory Commision Board. I have served as a Lions Club International Foundation member for the past 40 years.
Please list any special skills or certifications?	I am a State of Florida certified teacher (K-12 Special Education, ESOL Endorsement, K-12 Educational Leadership and K-12 World Languages -Spanish).
Please attach your resume or proof of qualification and/or licenses.	FL Teaching Certificate.pdf Centeno, Jacqueline - Resume.docx Jacqueline Centeno-Transcript National Louis University-EdS.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

4853 Dunfield Ct · Kissimmee, FL 34758
PHONE: 407-520-8512 · E-MAIL: centenojackie1423@gmail.com

JACQUELINE CENTENO

OBJECTIVE

To augment my experience and skills in education by pursuing leadership opportunities that will allow me to foster positive change in order to improve academic achievements for all students.

EDUCATION

Doctorate (Current) National Louis University Tampa, FL
Education Specialist in Educational Leadership / Supervision and Administration

September 2016 National Louis University Tampa, FL
Education Specialist in Educational Leadership / Supervision and Administration

May 8, 1999 University of Central Florida Orlando, FL
Master of Arts in Spanish

May 21, 1995 Springfield College Springfield, MA
Master of Science in Human Services/Community Psychology

August 13, 1993 Springfield College Springfield, MA
Bachelor of Science in Human Services

CERTIFICATIONS AND RECOGNITIONS

Certified Exceptional Student Education K-12, Spanish K-12, ESOL Endorsement, 2013 and 2015 La Prensa Women of Distinction Award in Education, 2015 Professional Responsibility and Entrepreneurship Program for Adolescents Avant Guard Educator Award, 2010 La Casa de Puerto Rico Educator of the Year Award, 2010 Orlando Women's Newspaper "Woman to Watch 2010," and 2002 Wonder Works Teacher of the Year.

EMPLOYMENT

2014-Present Osceola County Public Schools Orlando, FL
Assistant Principal Deerwood Elementary (7/2018 to present)

- Assist the Principal in developing and administering a total school budget. Assist principal in planning and administering the instructional programs of the school.

Schedule and complete all recruitment and hiring of new employees to our school. Complete formal and informal evaluation of teachers. Handle all bullying and behavior concerns for the school. Supervise after-school programs and activities. Coordinate the business partners for the school – community outreach. Provide and monitor implementation of services for student academic needs. Provide professional development for staff. Perform other duties as assigned by principal.

Program Specialist for Compliance (2014-2018)

- Coordinated ESE referral, staffing, placement, and reevaluation process at the school level. Accessed the needs of school based ESE teachers/programs, and conducted or facilitated appropriate in-service. Participated as a Child Study Team Member and/or MTSS problem solving team member. Acted as a resource to the principal regarding ESE rules, regulations, compliance requirements, program needs, school responsibilities, discipline concerns, parent requests, and other ESE related matters. Coordinated the use of all ESE forms at the school level including referral and placement forms, IEP's, data entry forms, mainstream participation logs, FTE and child count forms, and other forms as may be required by district policy or state statute. Served as liaison between principal and district ESE staff. Coordinated articulation meetings for ESE students moving from one organizational level to another. Assisted in ESE master staff development plan to coordinate curriculum development for specific programs. Analyzed assessment data to ensure growth and student mastery of standards

2013-2104 Southern Technical College Orlando, FL

Director of Education

- Coordinated technical 18 months' careers. Considered the implementation of various measures to assess the academic achievement of pupils, average grades on student achievement reports, and the average number of secondary school credits accumulated. Developed and maintained positive and effective relations with staff and students. Provided leadership to promote clear, consistent, expectations that focus on successful outcomes for students. Ensured effective systems are in place for the selection, supervision, and development and performance review of all staff. Provides leadership in the planning, development, implementation, review and evaluation of administrative procedures. Communicated effectively with the board and corporate headquarters to ensure compliance with policy and procedural to meet company annual goal

2012-2013 Winter Park High School Orlando, FL

*Admini*strative *Dean*

- Assisted the High School Principal in the resolution of discipline problems and maintained records of any action taken to ensure that the discipline policy was administered in a fair and just manner and that an optimum learning environment was maintained. Collaborated with the faculty in the enforcement and implementation of the rules and other regulations of the student code of conduct to

effect positive student behavior in the school. Supervised the development, implementation, distribution and orientation of the student handbooks to ensure that the students are aware of the policies and procedures of the high school and district. Oversee all matters of student attendance, make recommendations to the principal for resolution of chronic attendance problems. Help supervised and coordinate with truancy officials, and provide necessary testimony in relevant judicial proceedings. Participated in the coordination, implementation and supervision of the extracurricular programs and student activities of the school. Helped to supervise the arrival and departure of students in order to minimize confusion and to ensure student safety. A member of the administrative task force organized to improve student attendance at school and participation in student activities

2012-2012 Mech Tech Institute of Orlando Orlando, FL

Director of Education

- Developed and implemented curriculum as per the Academy's policies. Acted as an advisor for the teachers and staff. Hired and trained staff. Researched on training materials for adults and approved best quotations received from vendors. Assisted the accounts department in payroll, and budget preparation. Conducted educational fairs in the neighborhood and encouraged adults to enroll in order to complete academic goals. Attended class to witness teaching style and offer suggestions to teachers. Check progress reports and schedule extra classes for students lagging behind in studies. Prepared reports in disciplinary measures, suspensions, expulsions, and incidents involving students. Mentored teachers on proper procedures for implementing and reaching approved curricula

2010-2012 Sistema Universitario Ana G. Mendez Orlando, FL

Faculty and Curriculum Director

- Responsible for providing direction and administrative leadership for programs in education at the Orlando Campus. Promoted, monitored and assured program quality in alignment with institutional, accrediting and national, state and local mandates and regulations. Provided staff development in Scientific Based Research for second language learners. Implemented and supervised faculty hiring. Developed educational internship program guidelines. Responsible for overseeing discipline committee. Collaborated with the faculty in the enforcement and implementation of the rules and other regulations of the student code of conduct for the university

2009-2010 Stonewall Jackson Middle School Orlando, FL

ESOL Instructional Compliance Teacher

- Coordinated ESOL referral, staffing, placement, and reevaluation process at the middle school level. Conducted staff development in best practices for ESOL students. Responsible for organizing statewide ESOL assessments for students. Supervised ESOL student discipline referrals and coordinated parent/teacher

meetings to address concerns. Conducted audits for FTE and assured that all ESOL codes were in order to receive appropriate funding for school. Participated in extracurricular activities

2006-2009 Multi-lingual Student Education Services Orlando, FL
ESOL District Instructional Coach

- Worked with teachers to refine lesson plans and develop more effective classroom activities. Assisted school administration in doing classroom walk-through's throughout the year. Mentor teacher to discuss more efficient ways to reach students. Developed and presented staff development addressing best practices in teaching second language learners. Presented staff development for ESOL best practices at district level. Presented best practices for ESE at state conference.

1998-2006 Meadowbrook Middle School Orlando, FL
Bilingual ESE Self-Contained Teacher

- Adapted curriculum testing materials, implemented, and compiled portfolios for Alternative Florida State Assessment. Collaborated with general education teachers to ensure student success in the mainstream curriculum. Integrated interactive technology into classroom setting. Collaborated with students, parents, paraprofessionals, teacher's, and administrators to help students prepare to become independently functioning adults.

PROFESSIONAL AFFILIATIONS

Florida Association of Supervision and Curriculum Development
Florida Educators Association
Phi Delta Kappa International
WMFE (Public Radio for Central Florida), Board Member
Orlando Hispanic Lions Club
Puerto Rican Summit, Education Chair
Florida Association of School Administrators
Tertulia Cuatrogatos (Hispanic Literature Circle)
Holocaust Center Book Club

KEYWORD SUMMARY

Task-oriented, Leader, Motivator, Dedicated, Skilled Communicator, Results-driven, Ethical, Organized, Proactive, Innovator, Skilled Coach, Professional, Culturally Proficient, and Bilingual (Spanish and English).